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Attorneys for Plaintiff,

JOSE I. SORIANO RODRIGUEZ, and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN FRANCISCO

(UNLIMITED JURISDICTION)

JOSE I. SORIANO RODRIGUEZ, on
behalf of himself and all others similarly
situated, and the general public, and as an
“Aggrieved Employee” on behalf of other
“Aggrieved Employees” under the Private
Attorneys General Act of 2004,

Plaintiff(s),

vs.

EVENTS MANAGEMENT, INC. DBA
MCCALLS CATERING & EVENTS, a
California corporation; and DOES 1 to 25,
inclusive,

Defendant(s).

Case No.: CGC-24-615022

**SUPPLEMENTAL DECLARATION OF
MARALLE MESSRELIAN IN SUPPORT
OF PLAINTIFF’S UNOPPOSED MOTION
FOR PRELIMINARY APPROVAL OF
JOINT STIPULATION OF CLASS ACTION
AND PAGA SETTLEMENT**

Action filed: 5/28/2024

Hearing Date: 10/1/2025

Hearing Time: 1:30 p.m.

Hearing Dept: 304, Hon. Ethan P.
Schulman

1 **SUPPLEMENTAL DECLARATION OF MARALLE MESSRELIAN**

2 I, MARALLE MESSRELIAN, declare as follows:

3 1. I am an attorney duly licensed to practice law in the State of California and am
4 an attorney of record for Plaintiff Jose I. Soriano Rodriguez (“Plaintiff”) in his lawsuit against
5 Defendant Events Management, Inc. dba McCalls Catering & Events (“Defendant” or
6 “McCalls”). Plaintiff and Defendant are collectively referred to as the “Parties”.

7 2. Except as otherwise indicated, I have personal knowledge of all matters set forth
8 herein and, if called as a witness, could and would competently testify thereto under oath.

9 3. In its Tentative Ruling issued on August 20, 2025, the Court expressed
10 concerns about certain aspects of the Settlement. The Parties have addressed the issues in this
11 supplemental declaration and in other documents filed concurrently with this declaration.

12 4. A true and correct copy of the First Amended Joint Stipulation of Class Action
13 and PAGA Settlement and Release (“Amended Settlement”) is attached hereto as **Exhibit 9**.

14 5. A true and correct copy of the redline comparison of the changes made to the
15 Amended Settlement is attached hereto as **Exhibit 10**.

16 6. A true and correct copy of the amended Notice Of Class Action and PAGA
17 Settlement (“Amended Notice”) is attached hereto as **Exhibit 11**.

18 7. A true and correct copy of the redline comparison of the changes made to the
19 Amended Notice is attached hereto as **Exhibit 12**.

20 8. A true and correct copy of ILYM Group Inc.’s revised bid is attached hereto as
21 **Exhibit 13**.

22 **Settlement Class Certification**

23 9. Plaintiff has filed a supplemental declaration under separate cover setting forth
24 specific facts to support a finding of typicality. *See generally* Supplemental Declaration of Jose
25 I. Soriano Rodriguez, ¶ 4 (filed concurrently herewith).

26 **Notice Process**

27 10. The Parties’ Amended Settlement requires email notice to Class Members where
28 email addresses are available, in addition to notice by regular mail. *See* Amended Settlement,

¶¶ 4, 50.

11. The Parties' Amended Settlement provides a firm deadline for the Settlement Administrator to re-mail notices returned as undeliverable (within five business days of receipt). *See* Amended Settlement, ¶ 51.

12. The Parties' Amended Settlement and the Amended Notice provide that Class Members may submit written objections via email and mail. *See* Amended Settlement, ¶ 61, Amended Notice, page 6.

13. The Parties' Amended Settlement and the Amended Notice provide that the Settlement Administrator is the final decision maker for disputes regarding the calculation of individual settlement payments and will inform Class Members of its final determination. *See* Amended Settlement, ¶ 53, Amended Notice, page 4.

Notice Substance

14. The Parties' Amended Notice has been revised as follows:

Page One

- The Amended Notice includes a brief, plain language explanation of a class and PAGA action.
- The header has been revised to state NOTICE OF CLASS ACTION AND PAGA SETTLEMENT.
- The definition of Class Members and PAGA Members in the To: field are exactly the same as in the Settlement Agreement.
- In the first full paragraph, "this class action settlement" has been changed to "this class action and PAGA settlement"
- The Notice includes a provision that any class members who submit timely written objections shall receive notice if the Final Fairness Hearing is continued.
- PAGA has been defined

Page Two

- The Amended Notice directs class members who wish to appear at the Final Approval Hearing to contact Plaintiff's counsel, who can make the necessary arrangements.

Page Three

- The Amended Notice deletes the reference to Gross Settlement Fund and corrects it to Gross Settlement Amount and includes the PAGA penalties as part of the Gross Settlement Amount.
- The Amended Notice clarifies how the PAGA penalties will be allocated, i.e. 75% to the LWDA and 25% to the Aggrieved Employees.

///

Page Five:

- The Amended Notice deletes the two semicolons in between “Employment Ends” and (8) Unfair Competition.

Page Six:

- The Amended Notice provide that Class Members may submit written objections via email and mail.

Page Seven:

- The Amended Notice includes brief instructions for accessing the Register of Actions through the Court’s website.
- The Amended Notices deletes the reference for reservations for in-person services.

Settlement Administration Costs

15. The Parties’ Amended Settlement and Amended Notice sets forth a cap (i.e., not to exceed amount) of \$10,100 on settlement administration costs. *See* Amended Settlement, ¶¶ 35, 41, Amended Notice, page 2.

16. The Supplemental Declaration of Lisa Mullins, filed under separate cover, sets forth ILYM Group, Inc.’s revised cost for emailing the Notice and specifies that this is a not to exceed amount. *See generally* Declaration of Lisa Mullins.

Notice of Settlement to the LWDA

17. Pursuant to Labor Code § 2699(1)(2), Plaintiff submitted a copy of the Amended Settlement with the Labor and Workforce Development Agency (“LWDA”) at the same time Plaintiff’s supplemental briefing is being filed with the Court. A true and correct copy of Plaintiff’s submission with the LWDA and a confirmation email is attached hereto as **Exhibit 13.**

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

Executed on Wednesday, September 17, 2025 at Glendale, California.


MARALLE MESSRELIAN,
Declarant

EXHIBIT 9

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Attorneys for Defendant,
EVENTS MANAGEMENT, INC. DBA MCCALLS CATERING & EVENTS

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO

JOSE I. SORIANO RODRIGUEZ, on behalf
of himself and all others similarly situated,
and the general public, and as an “Aggrieved
Employee” on behalf of other “Aggrieved
Employees” under the Private Attorneys
General Act of 2004,

Plaintiff(s),

vs.

EVENTS MANAGEMENT, INC. DBA
MCCALLS CATERING & EVENTS, a
California corporation; and DOES 1 to 25,
inclusive,

Defendant(s).

Case No.: CGC-24-615022

*Assigned for All Purposes to Hon. Ethan P.
Schulman, Department 304*

**FIRST AMENDED JOINT STIPULATION
OF CLASS ACTION AND PAGA
SETTLEMENT AND RELEASE**

Action filed: May 28, 2024

This First Amended Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement” or “Settlement Agreement”) is made and entered into by and between Plaintiff Jose I. Soriano Rodriguez (“Plaintiff” or “Class Representative”), in his individual capacity, as class representative, and as a private attorney general, and Defendant Events Management, Inc. dba Mccalls Catering & Events (“Defendant” or “McCalls”) (collectively with Plaintiff, the “Parties”). Subject to the Court’s approval, the above-referenced action is being compromised and settled under the terms set forth below. This Settlement Agreement binds Plaintiff and the class purported to be represented and Defendant, subject to the terms set forth below.

DEFINITIONS

The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective:

1. “Action” means the lawsuit captioned *Jose I. Soriano Rodriguez v. Events Management, Inc. dba McCalls Catering & Events*, San Francisco Superior Court Case Number CGC-24-615022, initiated on May 28, 2024.

2. “Attorneys’ Fees and Costs” means the amounts to be paid to Class Counsel, and approved by the Court, for Class Counsel’s litigation and resolution of the Action, and all out-of-pocket costs incurred and to be incurred by Class Counsel in the Action, including but not limited to expert/consultant fees, investigation costs, and costs associated with documenting the Settlement, providing any notices required as part of the Settlement or Court order, securing the Court’s approval of the Settlement, administering the Settlement, and obtaining entry of a Judgment terminating the Action. Class Counsel will request attorneys’ fees not in excess of one third (1/3) of the Gross Settlement Amount, or Two Hundred Eighty-Three Thousand Three Hundred Thirty-Three Dollars and Thirty Three Cents (\$283,333.33). The Attorneys’ Fees and Costs will also mean and include the additional reimbursement of any costs and expenses associated with Class Counsel’s litigation and settlement of the Action, up to Twelve Thousand Five Hundred Dollars (\$12,500), subject to the Court’s approval. Defendant has agreed not to oppose Class Counsel’s request for fees and reimbursement of costs as set forth above.

3. “Class Counsel” means Maralle Messrelian, Esq. of MM Law, APC.

4. “Class List” means a complete list of all Class Members that Defendant will diligently and

1 in good faith compile from their records and provide to the Settlement Administrator and Class Counsel
2 within thirty (30) business days of Preliminary Approval of this Settlement. The Class List will be formatted
3 in Microsoft Office Excel and will include each Class Member's full name; most recent mailing address
4 and telephone number; email address (where available); Social Security number; dates of employment; the
5 respective number of Workweeks that each Class Member worked during the Class Period and the number
6 of PAGA Pay Periods worked during the PAGA Period; and any other relevant information needed to
7 calculate settlement payments.

8 5. "Class Member(s)" or "Settlement Class," for settlement purposes only, means all current
9 and former non-exempt, hourly paid employees who worked for Defendant Events Management, Inc. dba
10 McCalls Catering & Events in California at any time during the Class Period.

11 6. "Class Notice" means the Court approved Notice of Class Action Settlement, substantially
12 in the form attached as Exhibit A.

13 7. "Class Period" means the period from May 28, 2020 to June 10, 2025.

14 8. "Class Representative Enhancement Payment" means the amount to be paid to Plaintiff in
15 recognition of his effort and work in prosecuting the Action on behalf of Class Members, and for his general
16 release of claims. Subject to the Court granting final approval of this Settlement Agreement and subject to
17 the exhaustion of any and all appeals, Plaintiff will request Court approval of a Class Representative
18 Enhancement Payment of up to Ten Thousand Dollars (\$10,000).

19 9. "Court" means the San Francisco County Superior Court.

20 10. "Defendant" means Defendant Events Management, Inc. dba McCalls Catering & Events.

21 11. "Defense Counsel" means Michael D. Bruno and Rachel Winterle of Gordon Rees Scully
22 Mansukhani, LLP.

23 12. "Effective Date" means the later of: (a) if no timely objections are filed, or are withdrawn
24 prior to Final Approval, then the date of Final Approval; or (b) if a Class Member files an objection to the
25 Settlement, the Effective Date shall be the sixty-first (61st) calendar day after the date of Final Approval,
26 provided no appeal is initiated by an objector; or (c) if a timely appeal is initiated by an objector, then the
27 Effective Date will be the date of final resolution of that appeal (including any requests for rehearing and/or
28 petitions for certiorari), resulting in final judicial approval of the Settlement.

1 13. “Final Approval” means the date on which the Court enters an order granting final approval
2 of the Settlement Agreement.

3 14. “Final Approval Order” means the Court’s order granting final approval of the Settlement
4 Agreement.

5 15. “Gross Settlement Amount” means the Gross Settlement Amount of Eight Hundred Fifty
6 Thousand Dollars (\$850,000), to be paid by Defendant in full satisfaction of all Released Class Claims and
7 Released PAGA Claims, which includes all Individual Settlement Payments, Attorneys’ Fees and Costs,
8 the Class Representative Enhancement Payment, the PAGA Penalties, and Settlement Administration
9 Costs. In no event will Defendant be liable for more than the Gross Settlement Amount except as otherwise
10 explicitly set forth in Paragraph 56 below. There will be no reversion of the Gross Settlement Amount to
11 Defendant. Defendant will be separately responsible for any employer payroll taxes required by law,
12 including the employer FICA, FUTA, and SDI contributions, which shall not be paid from the Gross
13 Settlement Amount.

14 16. “Individual Settlement Payment” means each Participating Class Member’s and PAGA
15 Member’s respective shares of the Net Settlement Fund and PAGA Fund.

16 17. “Judgment” means the judgment entered by the Court based upon granting final approval
17 of the Settlement Agreement.

18 18. “Net Settlement Fund” means the portion of the Gross Settlement Amount remaining after
19 deducting the Attorneys’ Fees and Costs, the Class Representative Enhancement Payment, the PAGA
20 Penalties, and the Settlement Administration Costs. The Net Settlement Fund will be distributed to
21 Participating Class Members. There will be no reversion of the Net Settlement Fund to Defendant.

22 19. “Notice of Objection” means a Class Member’s valid and timely written objection to the
23 Settlement Agreement. For the Notice of Objection to be valid, it must include: (a) the objector’s full name,
24 signature, address, and telephone number; (b) a written statement of all grounds for the objection
25 accompanied by any legal support for such objection; (c) copies of any papers, briefs, or other documents
26 upon which the objection is based; and (d) a statement whether the objector intends to appear at the final
27 fairness hearing.

28 20. “PAGA” means California’s Private Attorneys General Act (Labor Code §§ 2698. *et*

1 *seq.*).

2 21. "PAGA Members" means all persons who worked for Defendant as non-exempt, hourly
3 paid employees in California at any time during the PAGA Period.

4 22. "PAGA Pay Periods" means any pay period during which a PAGA Member worked for
5 Defendant for at least one (1) day during the PAGA Period. All PAGA Members will be credited with at
6 least one Pay Period during the PAGA Period.

7 23. "PAGA Period" means the period from March 14, 2023 to June 10, 2025.

8 24. "PAGA Penalties" mean means the total amount of PAGA civil penalties to be paid from
9 the Gross Settlement Amount to the Labor and Workforce Development Agency ("LWDA"), allocated
10 75% to the LWDA (\$37,500) and 25% to PAGA Members (\$12,500) ("PAGA Fund") in settlement of the
11 PAGA claims.

12 25. "Parties" means Plaintiff and Defendant collectively.

13 26. "Participating Class Members" means all Class Members who do not submit timely and
14 valid Requests for Exclusion.

15 27. "Plaintiff" means Plaintiff Jose I. Soriano Rodriguez.

16 28. "Preliminary Approval" means the date on which the Court enters an order granting
17 preliminary approval of the Settlement Agreement.

18 29. "Preliminary Approval Order" means the proposed order granting preliminary approval of
19 the Settlement to be mutually agreed upon by the Parties prior to Plaintiff's presentation of the same to the
20 Court.

21 30. "Released Class Claims" means any and all claims all the claims, charges, complaints,
22 liens, demands, causes of action, obligations, damages and liabilities, known or suspected, that each
23 Participating Class Member had, now has, or may hereafter claim to have against the Released Parties that
24 were asserted in the Operative Complaint based on claimed conduct during the Class Period, or that could
25 have been asserted based on any of the facts, events, acts, omissions, or failures to act alleged in the
26 Operative Complaint that occurred during the Class Period (the "Released Class Claims"). The Released
27 Class Claims specifically include claims for: (1) Failure to Pay All Wages Earned for All Hours Worked at
28 the Correct Rates of Pay; (2) Failure to Provide Legally Compliant Rest Breaks; (3) Failure to Provide

1 Legally Compliant Meal Periods; (4) Failure to Indemnify; (5) Failure to Provide Accurate Itemized Wage
2 Statements; (6) Failure to Pay Wages Owed Every Pay Period; (7) Failure to Pay Wages When
3 Employment Ends; and (8) Unfair Competition. The specific statutes released include the following (though
4 this list does not narrow the scope of the release described above and below): Labor Code §§ 201, 202, 203,
5 204, 226, 226.7, 353, 510, 512, 558, 558.1, 1174, 1194, 1197, 1198, 2802, 2698 *et seq.*, 2699, 2699.3, and
6 2699.5; the applicable IWC Wage Orders, including No. 5-2001; California Code of Regulations, Title 8,
7 section 11050; and Business & Professions Code § 17200, *et. seq.* The Released Claims exclude claims for
8 workers' compensation benefits, unemployment insurance benefits, pension or retirement benefits,
9 wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance,
10 disability, social security, Class Claims outside the Class Period and any other claim or right that as a matter
11 of law cannot be waived or released.

12 31. "Released PAGA Claims" means any and all claims, demands, rights, liabilities and causes
13 of action under the Private Attorneys General Act, California Labor Code §§ 2698, *et seq.*, that were alleged
14 or could reasonably have been alleged based on the same facts alleged in the operative Complaint, or were
15 asserted in the Plaintiff's March 14, 2024 Notice Letter to the LWDA (the "PAGA Notice"), and ascertained
16 in the course of the Action, arising during or with respect to the PAGA Period. The Released PAGA Claims
17 will forever be binding on, and shall have res judicata and preclusive effect in, all past, pending, and future
18 lawsuits maintained by either the LWDA or PAGA Members for any and all of the Released PAGA Claims.

19 32. "Released Parties" means Defendant, and Defendant's affiliates, parents, and each of their
20 company-sponsored employee benefit plans, and their respective successors and predecessors in interest,
21 all of their respective officers, directors, employees, administrators, fiduciaries, trustees and agents, and each
22 of their past, present and future officers, directors shareholders, employees, agents, principals, heirs,
23 representatives, attorneys, accountants, auditors, consultants, insurers, and reinsurers.

24 33. "Request for Exclusion" means a timely letter submitted by a Class Member indicating a
25 request to be excluded from the Settlement Class. The Request for Exclusion must: (a) set forth the name,
26 address, telephone number and last four digits of the Social Security Number of the Class Member
27 requesting exclusion; (b) be signed by the Class Member; (c) be returned to the Settlement Administrator;
28 (d) clearly state that the Class Member does not wish to be included in the Settlement; and (e) be emailed

1 or postmarked on or before the Response Deadline.

2 34. “Response Deadline” means the deadline by which Class Members must postmark or
3 email to the Settlement Administrator Requests for Exclusion, postmark or email disputes concerning the
4 calculation of Individual Settlement Payments, or postmark or email Notices of Objection to the Settlement
5 Administrator. The Response Deadline will be sixty (60) calendar days from the initial mailing and emailing
6 (where email addresses are available) of the Class Notice by the Settlement Administrator, unless the
7 sixtieth (60th) calendar day falls on a Sunday or State holiday, in which case the Response Deadline will be
8 extended to the next day on which the U.S. Postal Service is open. Those Class Members who receive a re-
9 mailed Class Notice, will have either (a) fifteen (15) calendar days from the date of re-mailing or (b) until
10 the Response Deadline, whichever is later, to submit a Request for Exclusion, disputes concerning the
11 calculation of Individual Settlement Payments, or an objection to the Settlement.

12 35. “Settlement Administration Costs” means the costs payable from the Gross Settlement
13 Amount to the Settlement Administrator for administering this Settlement, including, but not limited to,
14 printing, distributing, and tracking documents for this Settlement, sending notices and translating the same
15 to Spanish, calculating the individual payments to be issued to Class Members and PAGA Members,
16 establishing a qualified settlement fund and holding the various payments from Defendant comprising the
17 Gross Settlement Amount and employer payroll taxes, tax reporting, distributing the Gross Settlement
18 Amount, and providing necessary reports and declarations, as requested by the Parties. The Settlement
19 Administration Costs will be paid from the Gross Settlement Amount, including, if necessary, any such
20 costs in excess of the amount represented by the Settlement Administrator as being the maximum costs
21 necessary to administer the Settlement. Settlement Administration Costs are currently estimated to be Ten
22 Thousand One Hundred Dollars (\$10,100) and shall not exceed this amount.

23 36. “Settlement Administrator” means ILYM Group Inc. The Parties and their Counsel each
24 represent that they do not have any financial interest in the Settlement Administrator or otherwise have a
25 relationship with the Settlement Administrator that could create a conflict of interest.

26 37. “Workweeks” means any week during which a Class Member worked for Defendant for
27 at least one (1) day during the Class Period. All Class Members will be credited with at least one Workweek
28 during the Class Period.

1 **TERMS OF AGREEMENT**

2 The Plaintiff, on behalf of himself and the Settlement Class, and Defendant agree as follows:

3 38. Funding of the Gross Settlement Amount. Defendant will fund the Gross Settlement
4 Amount, and also fund the amounts necessary to fully pay Defendant's share of employer payroll taxes on
5 the wage portions of the Individual Settlement Payments, by transmitting the funds to the Settlement
6 Administrator in one payment thirty days after the Effective Date of the Settlement. Defendant has no
7 obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to this deadline. The date on
8 which Defendant fully funds the Gross Settlement Amount is referred to herein as the "Funding Date."

9 39. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any application or
10 motion for attorneys' fees and costs by Class Counsel for Attorneys' Fees and Costs of not more than one
11 third (1/3) of the Gross Settlement Amount, which is currently estimated to be Two Hundred Eighty Three
12 Thousand Three Hundred Thirty Three Dollars and Thirty Three Cents (\$283,333.33), plus the
13 reimbursement of all out-of-pocket costs and expenses associated with Class Counsel's litigation and
14 settlement of the Action (including expert/consultant fees, investigations costs, etc.), not to exceed Twelve
15 Thousand Five Hundred Dollars (\$12,500), both of which will be paid from the Gross Settlement Amount.

16 40. Class Representative Enhancement Payment. In exchange for a general release, and in
17 recognition of his effort and work in prosecuting the Action on behalf of Class Members, Defendant agrees
18 not to oppose or impede any application or motion for a Class Representative Enhancement Payment of up
19 to Ten Thousand Dollars (\$10,000). The Class Representative Enhancement Payment will be paid from the
20 Gross Settlement Amount and will be in addition to Plaintiff's Individual Settlement Payment paid pursuant
21 to the Settlement. Plaintiff will be solely and legally responsible to pay any and all applicable taxes on the
22 Class Representative Enhancement Payment. Plaintiff understands and agrees that this Settlement
23 Agreement shall remain in full force and effect even if the full amount of Class Representative Enhancement
24 Payment sought by Plaintiff is not ultimately awarded by the Court. The Settlement Administrator will
25 report the Class Representative Enhancement Payment on IRS 1099 Forms.

26 41. Settlement Administration Costs. The Settlement Administrator will be paid for the
27 reasonable costs of administration of the Settlement and distribution of payments from the Gross Settlement
28 Amount, in an amount not to exceed \$10,100 (currently estimated to be Ten Thousand One Hundred

Dollars (\$10,100). These costs, which will be paid from the Gross Settlement Amount, will include, *inter alia*, the required tax reporting on the Individual Settlement Payments, the issuing of 1099 and W-2 IRS Forms, distributing Class Notices and translating same to Spanish, calculating and distributing the Gross Settlement Amount, and providing necessary reports and declarations.

42. PAGA Penalties. Subject to Court approval, Fifty Thousand Dollars (\$50,000) from the Gross Settlement Amount will be designated for satisfaction of Plaintiff's PAGA claim. Pursuant to the PAGA, Seventy-Five Percent (75%), or Thirty Seven Thousand Five Hundred Dollars (\$37,500) will be paid to the LWDA and Twenty-Five Percent (25%), or Twelve Thousand Five Hundred Dollars (\$12,500), will be paid to PAGA Members in proportion to the number of Pay Periods worked during the PAGA Period.

43. No Right to Exclusion or Objections to the PAGA Settlement. Because this settlement resolves claims and actions brought pursuant to the PAGA by Plaintiff acting as a proxy and as a Private Attorney General of, and for, the State of California and the LWDA, the Parties agree that no PAGA Member has the right to exclude himself or herself from the release of the Released PAGA Claims, and all PAGA Members will receive their shares of the PAGA Fund. The Parties also agree that no PAGA Member has the right to object to the PAGA Penalties.

44. Net Settlement Fund. The entire Net Settlement Fund will be distributed to Participating Class Members. No portion of the Net Settlement Fund will revert to or be retained by Defendant.

45. PAGA Fund. The entire PAGA Fund will be distributed to all PAGA Members. No portion of the PAGA Fund will revert to or be retained by Defendant.

46. Individual Settlement Payment Calculations. Individual Settlement Payments will be calculated and apportioned from the Net Settlement Fund and PAGA Fund based on the number of Workweeks a Class Member worked during the Class Period and the number of PAGA Pay Periods a PAGA Member worked during the PAGA Period, respectively. Specific calculations of Individual Settlement Payments will be made as follows:

46(a) Payments from the Net Settlement Fund. Defendant will calculate the total number of Workweeks worked by each Class Member during the Class Period and the aggregate total number of Workweeks worked by all Class Members

1 during the Class Period. To determine each Class Member's estimated
2 "Individual Settlement Payment" from the Net Settlement Fund, the
3 Settlement Administrator will use the following formula: The Net Settlement
4 Fund will be divided by the aggregate total number of Workweeks during the
5 Class Period, resulting in the "Workweek Value." The Net Settlement Fund
6 portion of each Class Member's "Individual Settlement Payment" will be
7 calculated by multiplying each individual Class Member's total number of
8 Workweeks by the Workweek Value. The Individual Settlement Payment will
9 be reduced by any required deductions for each Participating Class Member as
10 specifically set forth herein, including employee-side tax withholdings or
11 deductions. The entire Net Settlement Fund will be disbursed to all Class
12 Members who do not submit timely and valid Requests for Exclusion. If there
13 are any valid and timely Requests for Exclusion, the Settlement Administrator
14 shall proportionately increase the Individual Settlement Payment for each
15 Participating Class Member according to the number of Workweeks worked,
16 so that the amount actually distributed to the Settlement Class equals 100% of
17 the Net Settlement Fund.

18 46(b) Payments from the PAGA Fund. Defendant will calculate the total number of
19 PAGA Pay Periods worked by each PAGA Member during the PAGA Period
20 and the aggregate total number of PAGA Pay Periods worked by all PAGA
21 Members during the PAGA Period. To determine each PAGA Member's
22 estimated "Individual Settlement Payment" from the PAGA Fund the
23 Settlement Administrator will use the following formula: The PAGA Fund
24 will be divided by the aggregate total number of PAGA Pay Periods during the
25 PAGA Period, resulting in the "PAGA Pay Period Value." The PAGA Fund
26 portion of each PAGA Member's "Individual Settlement Payment" will be
27 calculated by multiplying each individual PAGA Member's total number of
28 PAGA Pay Periods by the PAGA Pay Period Value. The entire PAGA Fund

will be disbursed to all PAGA Members.

47. No Credit Toward Benefit Plans. The Individual Settlement Payments made to Participating Class Members or PAGA Members under this Settlement, as well as any other payments made pursuant to this Settlement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan, nor do any payments under this Settlement extend or alter Class Members' or PAGA Members' period of employment for any purpose. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

48. Administration Process. The Parties agree to cooperate in the administration of the settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in administration of the Settlement.

49. Delivery of the Class List. Within thirty (30) business days of Preliminary Approval, Defendant will provide the Class List to the Settlement Administrator.

50. Notice by Email and First-Class U.S. Mail. Within ten (10) calendar days after receiving the Class List from Defendant, the Settlement Administrator will mail a Class Notice to all Class Members via regular First-Class U.S. Mail and email (where email addresses are available), using the most current, known mailing addresses and email address identified in the Class List.

51. Confirmation of Updated Contact Information in the Class Lists. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any Class Notices returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will be sent within five business days of receipt via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Class Notice. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address and/or Social Security Number of the Class Member involved, and will then perform a single re-mailing within five business days of receipt.

Those Class Members who receive a re-mailed Class Notice will have either (a) fifteen (15) calendar days from the date of re-mailing or (b) until the Response Deadline, whichever is later, to submit a Request for Exclusion, disputes concerning the calculation of the Class Member's Individual Settlement Payment, or an objection to the Settlement.

52. Class Notices. All Class Members will be mailed and/or emailed (where email addresses are available) a Class Notice. Each Class Notice will provide: (a) information regarding the nature of the Action; (b) a summary of the Settlement's principal terms; (c) the Settlement Class and PAGA Member definitions; (d) the total number of Workweeks and PAGA Pay Periods each respective Class Member and PAGA Member worked for Defendant during the Class Period and PAGA Period; (e) each Class Member's and PAGA Member's estimated Individual Settlement Payment and the formula for calculating Individual Settlement Payments; (f) the dates which comprise the Class Period and PAGA Period; (g) instructions on how to submit Requests for Exclusion or Notices of Objection; (h) the deadlines by which the Class Member must postmark or email Request for Exclusions, or postmark Notices of Objection to the Settlement; and (i) the claims to be released.

53. Disputed Information on Class Notices. Class Members will have an opportunity to dispute the information provided in their Class Notices. To the extent Class Members dispute their employment dates or the number of Workweeks or PAGA Pay Periods on record, Class Members may produce evidence to the Settlement Administrator showing that such information is inaccurate. Defendant's records will be presumed correct, but the Settlement Administrator shall contact the Parties regarding the dispute and the Parties will work in good faith to resolve it. All disputes must be submitted by the Response Deadline and will be decided within ten (10) business days after the Response Deadline. The Settlement Administrator is the final decision maker for disputes regarding the calculation of individual settlement payments. The Settlement Administrator will inform Class Member's of its final determination.

54. Defective Submissions. If a Class Member's Request for Exclusion is defective as to the requirements listed herein, that Class Member will be given an opportunity to cure the defect(s). The Settlement Administrator will mail and email (where available) the Class Member a cure letter within three (3) business days of receiving the defective submission to advise the Class Member that his/her/their submission is defective and that the defect must be cured to render the Request for Exclusion valid. The

1 Class Member will have until (a) the Response Deadline or (b) fifteen (15) calendar days from the date of
2 the cure letter, whichever date is later, to postmark or email a revised Request for Exclusion. If the revised
3 Request for Exclusion is not postmarked or received by email within that period, it will be deemed untimely.

4 55. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the
5 Settlement Agreement must sign and email or postmark a written Request for Exclusion to the Settlement
6 Administrator within the Response Deadline. In the case of Requests for Exclusion that are mailed to the
7 Settlement Administrator, the postmark date will be the exclusive means to determine whether a Request
8 for Exclusion has been timely submitted. Those Class Members who receive a re-mailed Class Notice will
9 have either (a) fifteen (15) calendar days from the date of re-mailing or (b) until the Response Deadline,
10 whichever is later, to submit a Request for Exclusion.

11 56. Escalator. Based on its records, Defendant estimated approximately 40,824 workweeks at
12 the time of mediation on June 10, 2025. In the event the number of workweeks is more than ten percent
13 (10%) greater than the estimated number of workweeks, the Gross Settlement Amount will be increased on
14 a pro rata basis for those workweeks over the 10% cushion. Defendant shall verify the workweeks and
15 notify Plaintiff's counsel whether the escalator clause has been triggered prior to the filing of Plaintiff's
16 motion for preliminary approval and this notification shall happen prior to filing for Plaintiff's motion for
17 preliminary approval if such filing takes place after the end of the Class Period.

18 57. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member
19 who does not affirmatively opt-out of the Settlement Agreement by submitting a timely and valid Request
20 for Exclusion will be bound by all of its terms, including those pertaining to the Released Class Claims, as
21 well as any Judgment that may be entered by the Court if it grants final approval to the Settlement.

22 58. Releases by Participating Class Members. Upon the Funding Date, and except as to such
23 rights or claims as may be created by this Settlement Agreement, each Participating Class Member, together
24 and individually, on their behalf and on behalf of their respective representatives, heirs, executors,
25 successors, assignees, administrators, agents, and attorneys, shall fully and forever release and discharge all
26 of the Released Parties, or any of them, from each of the Released Class Claims arising during the Class
27 Period. The Released Class Claims will forever be binding on, and shall have res judicata and preclusive
28 effect in, all past, pending, and future lawsuits maintained by Participating Class Members for any and all

1 of the Released Class Claims.

2 59. Releases by PAGA Members. Upon the Funding Date, and except as to such rights or
3 claims as may be created by this Settlement Agreement, each PAGA Member, together and individually,
4 on their behalf and on behalf of their respective representatives, heirs, executors, successors, assignees,
5 administrators, agents, and attorneys, shall fully and forever release and discharge all of the Released Parties,
6 or any of them, from each of the Released PAGA Claims during the PAGA Period. The Released PAGA
7 Claims will forever be binding on, and shall have res judicata and preclusive effect in, all past, pending, and
8 future lawsuits maintained by either the LWDA or PAGA Members for any and all of the Released PAGA
9 Claims.

10 60. Release by Plaintiff. Upon the Funding Date, in addition to the claims being released by all
11 Participating Class Members and PAGA Members, Plaintiff, individually and on behalf of his former and
12 present spouses, representatives, heirs, executors, successors, assignees, administrators, agents, and
13 attorneys, will generally release and forever discharge the Released Parties, to the fullest extent permitted
14 by law, of and from any and all claims, transactions, or occurrences of any nature whatsoever, whether
15 known and unknown, asserted and not asserted, which Plaintiff has or may have against the Released Parties
16 as of the date of execution of this Settlement Agreement. (“Plaintiff’s Release.”) Plaintiff’s Release does
17 not extend to any claims or actions to enforce this Agreement, or to those rights that as a matter of law
18 cannot be waived. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in
19 addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that
20 Plaintiff’s Release shall be and remain effective in all respects, notwithstanding such different or additional
21 facts or Plaintiff’s discovery of them. To the extent the foregoing release is a release to which Section 1542
22 of the California Civil Code or similar provisions of other applicable law may apply, Plaintiff expressly
23 waives any and all rights and benefits conferred upon her by the provisions of Section 1542 of the California
24 Civil Code or similar provisions of applicable law which are as follows:

25 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR
26 OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR
27 HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF
28 KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR

HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

61. Objection Procedures. To object to the Settlement Agreement, a Class Member may either email or postmark a valid Notice of Objection to the Settlement Administrator on or before the Response Deadline, or appear in person at the Final Approval Hearing. Class Members who fail to object either by submitting a valid Notice of Objection or appearing in person at the Final Approval Hearing will be deemed to have waived all objections to the Settlement and will be foreclosed from making any objections, whether by appeal or otherwise, to the Settlement Agreement. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written objections to the Settlement Agreement or appeal from the Final Approval Order and Judgment. Class Counsel will not represent any Class Members with respect to any such objections to this Settlement. If a Class Member timely submits both a Notice of Objection and a Request for Exclusion, the Request for Exclusion will be given effect and considered valid, the Notice of Objection shall be rejected, and the Class Member shall not participate in or be bound by the Settlement.

62. Certification Reports Regarding Individual Settlement Payment Calculations. The Settlement Administrator will provide Defense Counsel and Class Counsel a weekly report that certifies the number of Class Members who have submitted valid Requests for Exclusion or objections to the Settlement, and whether any Class Member has submitted a challenge to any information contained in their Class Notice, including those received after the Response Deadline. Additionally, the Settlement Administrator will provide to counsel for both Parties any updated reports regarding the administration of the Settlement Agreement as needed or requested. Not later than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Defense Counsel and Class Counsel containing the names of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”) and the names of Class Members who have submitted invalid Requests for Exclusion.

63. Distribution Timing of Individual Settlement Payments. Within ten (10) calendar days of the Funding Date, the Settlement Administrator will issue payments to: (a) Participating Class Members and PAGA Members; (b) the LWDA; (c) Plaintiff; and (d) Class Counsel. The Settlement Administrator will also issue a payment to itself for Court-approved services performed in connection with the Settlement.

64. Un-cashed Settlement Checks. Proceeds represented by Individual Settlement Payment

1 checks returned as undeliverable and Individual Settlement Payment checks remaining un-cashed for more
2 than one hundred and eighty (180) calendar days after issuance will be transmitted to the State Controller
3 Unclaimed Property Fund in the name of the Class Member thereby leaving no “unpaid residue” subject to
4 the requirements of California Code of Civil Procedure Section 384, subd. (b).

5 65. Certification of Completion. Upon completion of administration of the Settlement, the
6 Settlement Administrator will provide a written declaration under oath to certify such completion to the
7 Court and counsel for all Parties.

8 66. Treatment of Individual Settlement Payments. All Individual Settlement Payments will be
9 allocated as follows: (a) Twenty Percent (20%) of the Net Settlement Fund portion of each Individual
10 Settlement Payment will be allocated as wages for which IRS Forms W-2 will be issued; and (b) Eighty
11 Percent (80%) of the Net Settlement Fund portion of each Individual Settlement Payment will be allocated
12 as penalties and interest for which IRS Forms 1099-MISC will be issued. One Hundred Percent (100%) of
13 payments issued to PAGA Members from the PAGA Fund will be treated as non-wages for which IRS
14 Forms 1099-MISC will be issued.

15 67. Administration of Taxes by the Settlement Administrator. The Settlement Administrator
16 will be responsible for issuing to Plaintiff, Participating Class Members, PAGA Members, and Class
17 Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to this
18 Settlement. The Settlement Administrator will also be responsible for forwarding all payroll taxes and
19 penalties to the appropriate government authorities.

20 68. Tax Liability. The Parties make no representation as to the tax treatment or legal effect of
21 the payments called for hereunder, and Plaintiff, Participating Class Members, and PAGA Members are
22 not relying on any statement, representation, or calculation by Defendant or by the Settlement Administrator
23 in this regard.

24 69. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES
25 OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS
26 AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”)
27 ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO
28 WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR

1 THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY
2 SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE
3 RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY
4 DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING
5 PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS OWN, INDEPENDENT
6 LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION
7 WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON
8 THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO
9 ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION
10 OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID
11 ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND
12 (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION
13 THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S
14 TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING)
15 UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX
16 STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED
17 BY THIS AGREEMENT.

18 70. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that
19 they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
20 encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right
21 herein released and discharged.

22 71. No Related Matters. The Parties, Class Counsel and Defense Counsel represent that they
23 are not aware of any other pending action asserting claims that will be extinguished or affected by the
24 Settlement.

25 72. Nullification of Settlement Agreement. In the event that: (a) the Court does not finally
26 approve the Settlement as provided herein; or (b) the Settlement does not become final for any other reason,
27 then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void.
28 Any order or judgment entered by the Court in furtherance of this Settlement Agreement will likewise be

1 treated as void from the beginning.

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

10 74. Preliminary Approval Hearing. Plaintiff will obtain a hearing before the Court to request
11 the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval Order for:
12 (a) conditional certification of the Settlement Class for settlement purposes only, (b) preliminary approval
13 of the proposed Settlement Agreement, (c) setting a date for a final fairness hearing. The Preliminary
14 Approval Order will provide for the Class Notice to be sent to all Class Members as specified herein. In
15 conjunction with the Preliminary Approval hearing, Plaintiff will submit this Settlement Agreement, which
16 sets forth the terms of this Settlement, and will include the proposed Notice of Class Action Settlement,
17 attached as Exhibit A. Class Counsel will be responsible for drafting all documents necessary to obtain
18 preliminary approval.

19 75. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the
20 deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and with the
21 Court's permission, a final fairness hearing will be conducted to determine the final approval of the
22 Settlement Agreement along with the amounts properly payable for: (a) Attorneys' Fees and Costs; (b) the
23 Class Representative Enhancement Payment; (c) Individual Settlement Payments; (d) the LWDA Payment;
24 and (e) all Settlement Administration Costs. Class Counsel will be responsible for drafting all documents
25 necessary to obtain final approval. Class Counsel will also be responsible for drafting the attorneys' fees
26 and costs application to be heard at the final approval hearing.

27 76. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the Court
28 or after the final fairness hearing, the Parties will present the Judgment to the Court for its approval. After

entry of the Judgment, the Court will have continuing jurisdiction solely for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement, (b) Settlement administration matters, and (c) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement. A copy of the Judgment will be posted to the Settlement Administrator's website.

77. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein. Any Exhibits to this Settlement Agreement are an integral part of the Settlement.

78. Entire Agreement. This Settlement Agreement and any attached Exhibit(s) constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties expressly recognize California Civil Code Section 1625 and California Code of Civil Procedure Section 1856(a), which provide that a written agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written representations or terms will modify, vary or contradict the terms of this Settlement Agreement.

79. Amendment or Modification. No amendment, change, or modification to this Settlement Agreement will be valid unless in writing and signed, either by the Parties or their counsel, and approved by the Court.

80. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

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

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

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

7 84. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
8 Settlement Agreement is a fair, adequate and reasonable settlement of the Action and have arrived at this
9 Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account all
10 relevant factors, present and potential. The Parties further acknowledge that they are each represented by
11 competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness
12 and reasonableness of this Settlement.

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

16 86. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class
17 certification for purposes of this Settlement only; except, however, that Plaintiff or Class Counsel may
18 appeal any reduction to the Attorneys' Fees and Costs below the amount they request from the Court, and
19 either party may appeal any court order that materially alters the Settlement Agreement's terms.

20 87. Class Action Certification for Settlement Purposes Only. The Parties agree to stipulate to
21 class action certification for purposes of the Settlement only. If, for any reason, the Settlement is not
22 approved, the stipulation to certification will be void. The Parties further agree that certification for purposes
23 of the Settlement is not an admission that class action certification is proper under the standards applied to
24 contested certification motions and that this Settlement Agreement will not be admissible in this or any other
25 proceeding as evidence that either (a) a class action should be certified or (b) Defendant is liable to Plaintiff
26 or any Class Member, other than according to the Settlement's terms.

27 88. Non-Admission of Liability. The Parties enter into this Settlement to resolve the dispute
28 that has arisen between them and to avoid the burden, expense and risk of continued litigation. In entering

1 into this Settlement, Defendant does not admit, and specifically denies, that it violated any federal, state, or
2 local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable
3 laws, regulations or legal requirements; breached any contract; violated or breached any duty; engaged in
4 any misrepresentation or deception; or engaged in any other unlawful conduct with respect to their
5 employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the
6 negotiations connected with it, will be construed as an admission or concession by Defendant of any such
7 violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the
8 terms of this Settlement, this Settlement Agreement and its terms and provisions will not be offered or
9 received as evidence in any action or proceeding to establish any liability or admission on the part of
10 Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance
11 with, federal, state, local or other applicable law.

12 89. Informal Discovery. The Parties agree that any and all information provided pursuant to
13 Cal. Evid. Code §1152, and all documents, disclosures and/or exchanges of information provided in
14 connection with mediation, other settlement negotiations, or in connection with the Settlement, are
15 privileged and confidential, and may be used only with respect to this Settlement, and no other purpose.
16 Such information shall include but is not limited to: (1) Class Members' time and payroll records; (2) written
17 policies and procedures; and (3) information disclosed pursuant to the mediation and/or settlement privilege.
18 The Parties agree to treat and maintain the information disclosed confidentially, protect it, and take any and
19 all reasonable steps to maintain it confidentially and treat it as a trade secret. However, the Parties expressly
20 agree that Class Counsel may disclose such information to the Court as is necessary to consummate and
21 finalize the approval process of the Settlement by the Court.

22 90. No Public Comment. Plaintiff, Class Counsel, Defendant, and Defense Counsel separately
23 agree that until the motion for preliminary approval of the Settlement is filed, they and each of them will
24 not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or
25 publicize, any of the terms of the Settlement Agreement directly or indirectly, specifically or generally, to
26 any person, corporation, association, government agency. This paragraph does not restrict Class Counsel's
27 communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class
28 Members. Thereafter, Plaintiff and Class Counsel will further agree to keep this Settlement confidential,

1 including, without limitation, no disclosures to the media, or on any websites, blogs, social media, and/or
2 online platforms. Exceptions to the obligation of confidentiality in this section are: (a) disclosures necessary
3 to comply with the law, judicial process, or for financial planning or tax preparation purposes, including in
4 response to a court order or subpoena, or inquiry or subpoena by a state or federal government agency; (b)
5 disclosures to the Parties' attorneys, accountant, or spouses, all of whom will be instructed to keep this
6 Settlement Agreement confidential; (c) counsel in a related matter with the instruction to keep this
7 Settlement Agreement confidential; (d) to obtain and seek approval of this Settlement in Court and as is
8 necessary to provide settlement information to Class Members and PAGA Members; (e) if any party to this
9 Settlement Agreement seeks to enforce any term or condition of this Settlement against any other party to
10 this Settlement; and (f) in court filings to establish adequacy of counsel in other actions, or for purposes of
11 seeking approval of comparable settlements.

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

15 92. Enforcement Actions. In the event that one or more of the Parties institutes any legal action
16 or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to
17 declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to
18 recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness
19 fees incurred in connection with any enforcement actions.

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

25 94. Representation By Counsel. The Parties acknowledge that they have been represented by
26 counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this
27 Settlement Agreement has been executed with the consent and advice of counsel. Further, Plaintiff and
28 Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

1 95. All Terms Subject to Final Court Approval. All amounts and procedures described in this
2 Settlement Agreement herein will be subject to final Court approval.

3 96. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good
4 faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement
5 Agreement.

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

11
12 *[Continued on next page]*

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15 **[READ CAREFULLY BEFORE SIGNING]**
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1 **PLAINTIFF/CLASS REPRESENTATIVE AND CLASS COUNSEL**

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4 DATED: 09/11/2025

By: 

Jose I. Soriano Rodriguez (Sep 11, 2025 09:29:44 PDT)
Plaintiff Jose I. Soriano Rodriguez

5
6 *Approved as to Form:*

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8 DATED: 09/11/2025

MM LAW, APC

9
10 By: 

Maralle Messrdlian, Esq.
Attorneys for Plaintiff and the Class

11
12 **DEFENDANT AND COUNSEL FOR DEFENDANT**

13
14 EVENTS MANAGEMENT, INC. DBA
15 MCCALLS CATERING & EVENTS

16 DATED: _____, 2025

By: _____
Lucas Shoemaker, President

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18
19 *Approved as to Form:*

20
21 DATED: _____, 2025

GORDON REESE SCULLY MANSUKHANI
LLP

22
23 By: _____
24 Michael D. Bruno, Esq.
25 Rachel Wintterle, Esq.
26 Attorneys for Defendant
27
28

PLAINTIFF/CLASS REPRESENTATIVE AND CLASS COUNSEL

DATED: _____, 2025

By: _____
Plaintiff Jose I. Soriano Rodriguez

Approved as to Form:

DATED: _____, 2025

MM LAW, APC

By: _____
Maralle Messrelian, Esq.
Attorneys for Plaintiff and the Class

DEFENDANT AND COUNSEL FOR DEFENDANT

EVENTS MANAGEMENT, INC. DBA
MCCALLS CATERING & EVENTS

DATED: September 11, 2025
_____, 2025

DocuSigned by:

By: _____
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Lucas Shoemaker, President

Approved as to Form:

DATED: September 11, 2025

GORDON REESE SCULLY MANSUKHANI
LLP


By: _____
Michael D. Bruno, Esq.
Rachel Wintterle, Esq.
Attorneys for Defendant

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EXHIBIT A

NOTICE OF CLASS ACTION AND PAGA SETTLEMENT

Jose I. Soriano Rodriguez v. Events Management, Inc. dba McCalls Catering & Events
SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF SAN FRANCISCO, Case No. CGC-24-615022

To: All current and former non-exempt, hourly paid employees who worked for Defendant Events Management, Inc. dba McCalls Catering & Events (“Defendant” or “McCalls”) in California at any time during the Class Period (May 28, 2020 to June 10, 2025) (“Class Members”).

All persons who worked for Defendant as non-exempt, hourly paid employees in California at any time during the PAGA Period (March 14, 2023 to June 10, 2025) (“PAGA Members”).

Name

Address

***YOU ARE NOT BEING SUED. THIS NOTICE MAY AFFECTS YOUR RIGHTS.
PLEASE READ IT CAREFULLY***

What is a Class Action?

In a class action lawsuit, a person called a class representative sues on behalf of people who have similar claims. The people with similar claims are called class members and together they make up the class. In a class action, one court resolves the issues for all class members, except for those who choose to exclude themselves from the class. A class member is bound by the determination or judgment entered in the case and the class member may not file a new lawsuit regarding the same claims that were decided in the class action, unless that person excludes themselves from the class.

What is a PAGA Action?

A PAGA (“Private Attorneys General Act”) action is a lawsuit brought on behalf of the State of California for alleged Labor Code violations at work. It seeks penalties from the employer. If money is recovered, it is shared between the State and the affected employees. You are automatically included in the PAGA part of the case and cannot opt out. The PAGA action does not resolve any separate individual claims you may have.

On [REDACTED], the Honorable Ethan P. Schulman of the San Francisco County Superior Court granted preliminary approval of this class action and PAGA settlement and ordered the litigants to notify all Class Members of the settlement. **You have received this notice because Defendant’s records indicate that you are a Class Member, and therefore entitled to a payment from the settlement.**

Unless you choose to opt out of the settlement by following the procedures described below, you will be deemed a Class Member and, if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement fund. The Final Fairness Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at [REDACTED] :00 .m. on [REDACTED], 2025 in Department 304 of the San Francisco County Superior Court located at 400 McAllister St., San Francisco, CA 94102.

Please also note that the Final Fairness Hearing may be rescheduled by the Court to another date and/or time. Please visit [settlement website] for any scheduling changes. Any Class Members who submit timely written objections shall receive notice if the Final Fairness Hearing is continued.

If you move, you must send the Settlement Administrator your new address; otherwise, you may not receive your settlement payment. It is your responsibility to keep a current address on file with the Settlement Administrator.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be deemed a "Participating Class Member," and will be eligible for a payment from the Net Settlement Fund and, if you are also a PAGA Member, from the PAGA Fund. In exchange, you will be bound by the terms of the proposed Settlement and give up your right to assert wage and hour claims against Defendant based on the same facts alleged in the Action during the Class Period.
You Can Opt-out of the Class Settlement but not the PAGA Settlement	If you don't want to participate in the proposed class settlement, you can opt-out of the class settlement by sending the Settlement Administrator a written Request for Exclusion. Once excluded, you will no longer be eligible for a payment from the Net Settlement Fund and will not be bound by the terms of the proposed class settlement.
The Opt-out Deadline is [DATE]	You cannot opt-out of the PAGA portion of the proposed Settlement. PAGA Members remain eligible to receive a payment from the PAGA Fund and must give up their rights to pursue PAGA penalty claims against Defendant based on the facts alleged in the Action during the PAGA Period.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed class settlement, but not the PAGA settlement.
Written Objections Must be Submitted by [DATE]	
You Can Participate in the [DATE] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [DATE] in Department 304 of the San Francisco County Superior Court located at 400 McAllister St., San Francisco, CA 94102. 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. Should you wish to appear at the Final Approval Hearing remotely, contact Plaintiff's counsel (contact information found on page 7 of this Notice), who can make the necessary arrangements in accordance with the Court's procedures. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. If the Court grants final approval of the Settlement despite your objection, you will receive a payment from the Net Settlement Fund and you will be bound by the terms of the Settlement and Release.

Summary of the Litigation

Plaintiff Jose I. Soriano Rodriguez, on his behalf and on behalf of other current and former non-exempt employees, alleges that Defendant violated California state labor laws as a result of its alleged failure to, among other things: (1) pay minimum and overtime wages to employees for all hours worked; (2) provide employees with meal and rest breaks; (3) timely pay all wages owed to employees during each pay period and upon termination of their employment; (4) reimburse employees for necessary business expenses; and (5) provide employees with accurate, itemized wage statements.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

The Settlement is a compromise reached after good faith, arm's length negotiations between Plaintiff and Defendant, through their attorneys, and following participation in mediation before experienced wage-and-hour mediator Jason Marsili, Esq.,

Counsel for Plaintiff, and the attorneys appointed by the Court to represent the class, Maralle Messrelan, Esq. of MM Law, APC ("Class Counsel"), have investigated and researched the facts and circumstances underlying the issues raised in the case and the applicable law. While Class Counsel believe that the claims alleged in this lawsuit have merit, Class Counsel also recognize that the risk and expense of continued litigation justify settlement. Based on the foregoing, Class Counsel believe the proposed settlement is fair, adequate, reasonable, and in the best interests of Class Members.

McCalls denies all of Plaintiff's allegations and specifically denies that it violated the law in any way as described in the lawsuit. Nothing in this Notice, or the Settlement itself, or any actions to carry out the terms of the Settlement, means that McCalls admits any fault, guilt, negligence, wrongdoing or liability whatsoever. There has been no finding of any wrongdoing by McCalls. McCalls wishes to settle in order to avoid the costs, time, and disruption caused by litigation.

Summary of The Proposed Settlement Terms

Settlement Amount. McCalls has agreed to pay the amount of \$850,000 (the "Gross Settlement Amount") to fully resolve the claims against it in the Action. The Gross Settlement Amount includes all settlement payments to the Settlement Class Members, Class Counsel's attorney's fees, litigation costs and expenses, the PAGA Penalties, the Settlement Administration Expenses, and the Class Representative Enhancement Payment, as outlined below.

- **Settlement Administration Expenses.** Payment to the Settlement Administrator, not to exceed \$10,100, for the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion submitted by Class Members, Objections to the Settlement submitted by Settlement Class Members, calculating Individual Settlement Shares, and distributing settlement payments.
- **Attorney's Fees and Litigation Costs and Expenses.** Payment to Court-approved Class Counsel of reasonable attorney's fees in an amount not to exceed 1/3 (33.33%) of the Gross Settlement Amount (i.e., \$283,333.33) as reasonable compensation for the work Class Counsel performed in this Action, and will continue to perform through settlement finalization, together with reimbursement for actual litigation expenses and costs actually incurred in connection with the Action not to exceed \$12,500 ("Attorneys' Fees and Costs"). Class Counsel has been prosecuting the Action on behalf of Plaintiff and the Settlement Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.
- **Class Representative Enhancement Payment to Plaintiff Jose I. Soriano Rodriguez .** A service award not to exceed \$10,000 to Plaintiff Jose I. Soriano Rodriguez to compensate him for services on behalf of the Class in initiating and prosecuting the Action, and for his general release of claims. This payment is in addition to whatever payments Plaintiff is otherwise entitled to as a Settlement Class Member.
- **PAGA Penalties.** A payment of \$50,000 for settlement of claims under the Labor Code Private Attorneys General Act of 2004 ("PAGA") allocated as follows: Seventy-Five Percent (75%), or Thirty Seven Thousand Five Hundred Dollars (\$37,500) will be paid to the LWDA and Twenty-Five Percent (25%), or Twelve Thousand Five Hundred Dollars (\$12,500), will be paid to PAGA Members.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

After deducting the above payments, a total of approximately \$496,566.67 will be allocated to Class Members who do not opt out of the Settlement Class (“Net Settlement Fund”). Additionally, all PAGA Members will receive a proportional share of the \$12,500 PAGA Fund, regardless whether they opt out of the Settlement Class.

Payments from Net Settlement Fund. Defendant will calculate the total number of Workweeks worked by each Class Member from May 28, 2020 to June 10, 2025 (“Class Period”) and the aggregate total number of Workweeks worked by all Class Members during the Class Period. To determine each Class Member’s estimated share of the Net Settlement Fund, the Settlement Administrator will use the following formula: The Net Settlement Fund will be divided by the aggregate total number of Workweeks during the Class Period, resulting in the “Workweek Value.” Each Class Member’s share of the Net Settlement Fund will be calculated by multiplying each individual Class Member’s total number of Workweeks by the Workweek Value. The Individual Settlement Payment will be reduced by any required deductions for each Class Members as specifically set forth herein, including employee-side tax withholdings or deductions. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase each Participating Class Member’s share of the Net Settlement Fund according to the number of Workweeks worked, so that the amount actually distributed to the Settlement Class equals 100% of the Net Settlement Fund.

According to Defendant’s records, you worked during the Class Period in a non-exempt position for a total of [REDACTED] Workweeks. Accordingly, your estimated payment from the Net Settlement Fund is approximately \$ [REDACTED].

Payments from PAGA Fund. Defendant will calculate the total number of Pay Periods worked by each PAGA Member from March 14, 2023 to June 10, 2025 (“PAGA Period”) and the aggregate total number of Pay Periods worked by all PAGA Members during the PAGA Period. To determine each PAGA Member’s estimated share of the PAGA Fund, the Settlement Administrator will use the following formula: The PAGA Fund will be divided by the aggregate total number of Pay Periods during the PAGA Period, resulting in the “PAGA Pay Period Value.” Each PAGA Member’s share of the PAGA Fund will be calculated by multiplying each individual PAGA Member’s total number of Pay Periods by the PAGA Workweek Value. A Request for Exclusion does not exclude a PAGA Member from the release of claims under California Labor Code §§ 2698, *et seq.* and the PAGA Member will receive their portion of the PAGA fund even if he/she/they submits a valid Request for Exclusion.

According to Defendant’s records, you worked during the PAGA Period in a non-exempt position for a total of [REDACTED] Pay Periods. Accordingly, your estimated payment from the PAGA Fund is approximately \$ [REDACTED].

Your Estimated Total Payment: Based on the above, your estimated payment from the settlement is approximately \$ [REDACTED]. If you believe the Workweek or Pay Period information provided above is incorrect, please contact the Settlement Administrator to dispute the calculation. You must attach all documentation in support of your dispute (such as check stubs, W2s, or letters from HR). All disputes must be postmarked or emailed on or before [insert date of Response Deadline] and must be sent to:

Settlement Administrator
c/o [REDACTED]
Email: [REDACTED]

If you dispute the information stated above, Defendant’s records will control unless you are able to provide documentation that establishes otherwise. The Settlement Administrator is the final decision maker for disputes regarding the calculation of individual settlement payments. The Settlement Administrator will inform Class Member’s of its final determination.

Taxes on Settlement Payments. IRS Forms W-2 and 1099 will be distributed to participating Class Members and the appropriate taxing authorities reflecting the payments they receive under the settlement. Class Members should consult their

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this settlement, 20% of each settlement payment will be allocated as wages for which IRS Forms W-2 will be issued, and 80% will be allocated as non-wages for which IRS Forms 1099-MISC will be issued. Payments issued to PAGA Members from the PAGA Fund will be treated as non-wages for which IRS Forms 1099-MISC will be issued.

Your Options Under the Class Action Settlement

Option 1 – Automatically Receive a Payment from the Class Action Settlement

If you want to receive your payment from the settlement, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if and when the Settlement receives final approval by the Court.

If you choose **Option 1**, and if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement funds. In addition, you will be deemed to have released or waived the Released Class Claims, and if you are also a PAGA Member, the Released PAGA Claims:

Released Class Claims: Any and all claims, charges, complaints, liens, demands, causes of action, obligations, damages and liabilities, known or suspected, that each Participating Class Member had, now has, or may hereafter claim to have against the Released Parties that were asserted in the Complaint based on claimed conduct during the Class Period, or that could have been asserted based on any of the facts, events, acts, omissions, or failures to act alleged in the Operative Complaint that occurred during the Class Period (the “Released Class Claims”). The Released Class Claims specifically include claims for: (1) Failure to Pay All Wages Earned for All Hours Worked at the Correct Rates of Pay; (2) Failure to Provide Required Rest Breaks; (3) Failure to Provide Meal Periods; (4) Failure to Indemnify; (5) Failure to Provide Accurate Itemized Wage Statements; (6) Failure to Pay Wages Owed Every Pay Period; (7) Failure to Pay Wages When Employment Ends; and (8) Unfair Competition. The specific statutes released include the following (though this list does not narrow the scope of the release described above and below): Labor Code §§ 201, 202, 203, 204, 226, 226.7, 353, 510, 512, 558, 558.1, 1174, 1194, 1197, 1198, 2802, 2698 *et seq.*, 2699, 2699.3, and 2699.5; the applicable IWC Wage Orders, including No. 5-2001; California Code of Regulations, Title 8, section 11050; and Business & Professions Code § 17200, *et. seq.* The Released Claims exclude claims for workers’ compensation benefits, unemployment insurance benefits, pension or retirement benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, Class Claims outside the Class Period and any other claim or right that as a matter of law cannot be waived or released.

Released PAGA Claims: Any and all claims, demands, rights, liabilities and causes of action under the Private Attorneys General Act, California Labor Code §§ 2698, *et seq.*, that were alleged or could reasonably have been alleged based on the same facts alleged in the operative Complaint, or were asserted in the Plaintiff’s March 14, 2024 Notice Letter to the LWDA (the “PAGA Notice”), and ascertained in the course of the Action, arising during or with respect to the PAGA Period. The Released PAGA Claims will forever be binding on, and shall have res judicata and preclusive effect in, all past, pending, and future lawsuits maintained by either the LWDA or PAGA Members for any and all of the Released PAGA Claims.

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Settlement Administrator as soon as possible.

Option 2 – Opt Out of the Class Action Settlement

If you do not wish to participate in the class action settlement, you may exclude yourself from participating by submitting a written request to the Settlement Administrator expressly and clearly indicating that you have received this Notice of Class Action Settlement, decided not to participate in the settlement, and desire to be excluded from the settlement. The written

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

request for exclusion must include your name, signature, address, telephone number, and last four digits of your Social Security Number. Sign, date, and email or mail the request for exclusion by First Class U.S. Mail or equivalent, to the address below.

Settlement Administrator

c/o _____

Email: _____

The Request for Exclusion must be postmarked or emailed not later than _____, 2025. If you submit a Request for Exclusion which is not postmarked or emailed by _____, 2025, your Request for Exclusion will be rejected, and you will be included in the settlement class.

If you choose **Option 2**, you will no longer be a Class Member, and you will:

- Not receive a payment from the Net Settlement Fund.
- Not release the Released Class Claims.
- If you are a PAGA Member, you will still release the Released PAGA Claims and will receive a payment from the PAGA Fund.

Option 3 – Object to the Class Action Settlement

If you decide to object to the settlement because you find it unfair or unreasonable, you may submit a written objection stating why you object to the settlement, or you may instead appear at the Final Fairness Hearing to object to the Settlement. Written objections must provide: (1) your full name, signature, address, and telephone number, (2) a written statement of all grounds for the objection accompanied by any legal support for such objection; (3) copies of any papers, briefs, or other documents upon which the objection is based; and (4) a statement about whether you intend to appear at the Final Fairness Hearing. The objection may be emailed or mailed to the administrator at [administrator's address/email address].

All written objections must be received by the administrator by no later than _____ 2025. By submitting an objection, you are not excluding yourself from the settlement. To exclude yourself from the settlement, you must follow the directions described above. Please note that you cannot both object to the settlement and exclude yourself. You must choose one option only.

You may also, if you wish, appear at the final fairness hearing set for _____ at _____ a.m./p.m. in the Superior Court of the State of California, for the County of San Francisco and discuss your objection with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the hearing.

If you choose **Option 3**, you will still be entitled to the money from the settlement. If the Court overrules your objection, you will be deemed to have released the Released Class Claims.

Please note that you cannot object to the PAGA portion of the settlement.

Additional Information

This Notice of Class Action Settlement is only a summary of the case and the settlement. For a more detailed statement of the matters involved in the case and the settlement, you may refer to the pleadings, the settlement agreement, and other papers filed in the case.

For the settlement's complete terms and conditions, please consult the detailed First Amended Joint Stipulation of Class Action Agreement which is attached as Exhibit 1 to the Supplemental Declaration of Maralle Messrelan in support of the Motion for Preliminary Approval of Class Action Settlement filed on [date of filing]. The settlement documents and other

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

pleadings and documents on file with the Court may be viewed electronically on the Settlement Administrator's website at [insert website name]. You can also access the San Francisco County Superior Court's Online Services at <https://sf.courts.ca.gov/online-services/case-information> (choose Civil Case Query and click Access Now – enter the case number [Case No. CGC-24-615022] or case name [Case Name: *Jose Soriano Rodriguez v. Events Management, Inc. d/b/a McCalls Catering & Events*], complete any security check, select the case, and open Register of Actions to see filings and hearing dates) or by visiting the Clerk's Office at the San Francisco County Superior Court, 400 McAllister St., San Francisco, CA 94102, between 8:30 a.m. and 4:30 p.m., Monday through Friday, excluding Court holidays.

All other inquiries by Class Members regarding this Class Notice and/or the Settlement can be directed to the Settlement Administrator, ILYM Group, Inc., toll free at 1-***-***-****.

In addition, contact information for Class Counsel, as well as Defendant's attorneys, are as follows:

<u>Counsel for the Class and Plaintiff</u>	<u>Counsel for Defendant Mccalls Catering & Events</u>
Maralle Messrelian MM LAW, APC 500 N. Brand Blvd., Suite 2000 Glendale, California 91203 Telephone: (818) 810-7747	Michael D. Bruno / Rachel Wintterle GORDON REES SCULLY MANSUKHANI, LLP 315 Pacific Avenue San Francisco, California 94111 Telephone: (415) 986-5900

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

EXHIBIT 10

Maralle Messrelian, Esq. (SBN 316974)
maralle@mmlawapc.com
MM LAW, APC
500 N. Brand Blvd., Suite 2000
Glendale, CA 91203
Telephone (818) 810-7747
Facsimile (818) 230-9018

Attorneys for Plaintiff,
JOSE I. SORIANO RODRIGUEZ, and all others similarly situated

MICHAEL D. BRUNO (SBN 166805)
RACHEL WINTTERLE (SBN 269853)
GORDON REES SCULLY MANSUKHANI, LLP
315 Pacific Avenue San Francisco, California 94111
Telephone: (415) 986-5900
Facsimile: (415) 986-8054
mbruno@grsm.com
rwintterle@grsm.com

Attorneys for Defendant,
EVENTS MANAGEMENT, INC. DBA MCCALLS CATERING & EVENTS

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO

JOSE I. SORIANO RODRIGUEZ, on behalf
of himself and all others similarly situated,
and the general public, and as an “Aggrieved
Employee” on behalf of other “Aggrieved
Employees” under the Private Attorneys
General Act of 2004,

Plaintiff(s),

vs.

EVENTS MANAGEMENT, INC. DBA
MCCALLS CATERING & EVENTS, a
California corporation; and DOES 1 to 25,
inclusive,

Defendant(s).

Case No.: CGC-24-615022

*Assigned for All Purposes to Hon. Ethan P.
Schulman, Department 304*

**FIRST AMENDED JOINT STIPULATION
OF CLASS ACTION AND PAGA
SETTLEMENT AND RELEASE**

Action filed: May 28, 2024

1 This First Amended Joint Stipulation of Class Action and PAGA Settlement and Release
2 (“Settlement” or “Settlement Agreement”) is made and entered into by and between Plaintiff Jose I. Soriano
3 Rodriguez (“Plaintiff” or “Class Representative”), in his individual capacity, as class representative, and as
4 a private attorney general, and Defendant Events Management, Inc. dba Mccalls Catering & Events
5 (“Defendant” or “McCalls”) (collectively with Plaintiff, the “Parties”). Subject to the Court’s approval, the
6 above-referenced action is being compromised and settled under the terms set forth below. This Settlement
7 Agreement binds Plaintiff and the class purported to be represented and Defendant, subject to the terms set
8 forth below.

9 DEFINITIONS

10 The following definitions are applicable to this Settlement Agreement. Definitions contained
11 elsewhere in this Settlement Agreement will also be effective:

12 1. “Action” means the lawsuit captioned *Jose I. Soriano Rodriguez v. Events Management,*
13 *Inc. dba McCalls Catering & Events*, San Francisco Superior Court Case Number CGC-24-615022,
14 initiated on May 28, 2024.

15 2. “Attorneys’ Fees and Costs” means the amounts to be paid to Class Counsel, and approved
16 by the Court, for Class Counsel’s litigation and resolution of the Action, and all out-of-pocket costs incurred
17 and to be incurred by Class Counsel in the Action, including but not limited to expert/consultant fees,
18 investigation costs, and costs associated with documenting the Settlement, providing any notices required
19 as part of the Settlement or Court order, securing the Court’s approval of the Settlement, administering the
20 Settlement, and obtaining entry of a Judgment terminating the Action. Class Counsel will request attorneys’
21 fees not in excess of one third (1/3) of the Gross Settlement Amount, or Two Hundred Eighty-Three
22 Thousand Three Hundred Thirty-Three Dollars and Thirty Three Cents (\$283,333.33). The Attorneys’ Fees
23 and Costs will also mean and include the additional reimbursement of any costs and expenses associated
24 with Class Counsel’s litigation and settlement of the Action, up to Twelve Thousand Five Hundred Dollars
25 (\$12,500), subject to the Court’s approval. Defendant has agreed not to oppose Class Counsel’s request for
26 fees and reimbursement of costs as set forth above.

27 3. “Class Counsel” means Maralle Messrelian, Esq. of MM Law, APC.

28 4. “Class List” means a complete list of all Class Members that Defendant will diligently and

in good faith compile from their records and provide to the Settlement Administrator and Class Counsel within thirty (30) business days of Preliminary Approval of this Settlement. The Class List will be formatted in Microsoft Office Excel and will include each Class Member's full name; most recent mailing address and telephone number; email address (where available); Social Security number; dates of employment; the respective number of Workweeks that each Class Member worked during the Class Period and the number of PAGA Pay Periods worked during the PAGA Period; and any other relevant information needed to calculate settlement payments.

5. "Class Member(s)" or "Settlement Class," for settlement purposes only, means all current and former non-exempt, hourly paid employees who worked for Defendant Events Management, Inc. dba McCalls Catering & Events in California at any time during the Class Period.

6. "Class Notice" means the Court approved Notice of Class Action Settlement, substantially in the form attached as Exhibit A.

7. "Class Period" means the period from May 28, 2020 to June 10, 2025.

8. "Class Representative Enhancement Payment" means the amount to be paid to Plaintiff in recognition of his effort and work in prosecuting the Action on behalf of Class Members, and for his general release of claims. Subject to the Court granting final approval of this Settlement Agreement and subject to the exhaustion of any and all appeals, Plaintiff will request Court approval of a Class Representative Enhancement Payment of up to Ten Thousand Dollars (\$10,000).

9. "Court" means the San Francisco County Superior Court.

10. "Defendant" means Defendant Events Management, Inc. dba McCalls Catering & Events.

11. "Defense Counsel" means Michael D. Bruno and Rachel Winterle of Gordon Rees Scully Mansukhani, LLP.

12. "Effective Date" means the later of: (a) if no timely objections are filed, or are withdrawn prior to Final Approval, then the date of Final Approval; or (b) if a Class Member files an objection to the Settlement, the Effective Date shall be the sixty-first (61st) calendar day after the date of Final Approval, provided no appeal is initiated by an objector; or (c) if a timely appeal is initiated by an objector, then the Effective Date will be the date of final resolution of that appeal (including any requests for rehearing and/or petitions for certiorari), resulting in final judicial approval of the Settlement.

1 13. “Final Approval” means the date on which the Court enters an order granting final approval
2 of the Settlement Agreement.

3 14. “Final Approval Order” means the Court’s order granting final approval of the Settlement
4 Agreement.

5 15. “Gross Settlement Amount” means the Gross Settlement Amount of Eight Hundred Fifty
6 Thousand Dollars (\$850,000), to be paid by Defendant in full satisfaction of all Released Class Claims and
7 Released PAGA Claims, which includes all Individual Settlement Payments, Attorneys’ Fees and Costs,
8 the Class Representative Enhancement Payment, the PAGA Penalties, and Settlement Administration
9 Costs. In no event will Defendant be liable for more than the Gross Settlement Amount except as otherwise
10 explicitly set forth in Paragraph 56 below. There will be no reversion of the Gross Settlement Amount to
11 Defendant. Defendant will be separately responsible for any employer payroll taxes required by law,
12 including the employer FICA, FUTA, and SDI contributions, which shall not be paid from the Gross
13 Settlement Amount.

14 16. “Individual Settlement Payment” means each Participating Class Member’s and PAGA
15 Member’s respective shares of the Net Settlement Fund and PAGA Fund.

16 17. “Judgment” means the judgment entered by the Court based upon granting final approval
17 of the Settlement Agreement.

18 18. “Net Settlement Fund” means the portion of the Gross Settlement Amount remaining after
19 deducting the Attorneys’ Fees and Costs, the Class Representative Enhancement Payment, the PAGA
20 Penalties, and the Settlement Administration Costs. The Net Settlement Fund will be distributed to
21 Participating Class Members. There will be no reversion of the Net Settlement Fund to Defendant.

22 19. “Notice of Objection” means a Class Member’s valid and timely written objection to the
23 Settlement Agreement. For the Notice of Objection to be valid, it must include: (a) the objector’s full name,
24 signature, address, and telephone number; (b) a written statement of all grounds for the objection
25 accompanied by any legal support for such objection; (c) copies of any papers, briefs, or other documents
26 upon which the objection is based; and (d) a statement whether the objector intends to appear at the final
27 fairness hearing.

28 20. “PAGA” means California’s Private Attorneys General Act (Labor Code §§ 2698. *et*

1 *seq.*).

2 21. “PAGA Members” means all persons who worked for Defendant as non-exempt, hourly
3 paid employees in California at any time during the PAGA Period.

4 22. “PAGA Pay Periods” means any pay period during which a PAGA Member worked for
5 Defendant for at least one (1) day during the PAGA Period. All PAGA Members will be credited with at
6 least one Pay Period during the PAGA Period.

7 23. “PAGA Period” means the period from March 14, 2023 to June 10, 2025.

8 24. “PAGA Penalties” mean means the total amount of PAGA civil penalties to be paid from
9 the Gross Settlement Amount to the Labor and Workforce Development Agency (“LWDA”), allocated
10 75% to the LWDA (\$37,500) and 25% to PAGA Members (\$12,500) (“PAGA Fund”) in settlement of the
11 PAGA claims.

12 25. “Parties” means Plaintiff and Defendant collectively.

13 26. “Participating Class Members” means all Class Members who do not submit timely and
14 valid Requests for Exclusion.

15 27. “Plaintiff” means Plaintiff Jose I. Soriano Rodriguez.

16 28. “Preliminary Approval” means the date on which the Court enters an order granting
17 preliminary approval of the Settlement Agreement.

18 29. “Preliminary Approval Order” means the proposed order granting preliminary approval of
19 the Settlement to be mutually agreed upon by the Parties prior to Plaintiff’s presentation of the same to the
20 Court.

21 30. “Released Class Claims” means any and all claims all the claims, charges, complaints,
22 liens, demands, causes of action, obligations, damages and liabilities, known or suspected, that each
23 Participating Class Member had, now has, or may hereafter claim to have against the Released Parties that
24 were asserted in the Operative Complaint based on claimed conduct during the Class Period, or that could
25 have been asserted based on any of the facts, events, acts, omissions, or failures to act alleged in the
26 Operative Complaint that occurred during the Class Period (the “Released Class Claims”). The Released
27 Class Claims specifically include claims for: (1) Failure to Pay All Wages Earned for All Hours Worked at
28 the Correct Rates of Pay; (2) Failure to Provide Legally Compliant Rest Breaks; (3) Failure to Provide

1 Legally Compliant Meal Periods; (4) Failure to Indemnify; (5) Failure to Provide Accurate Itemized Wage
2 Statements; (6) Failure to Pay Wages Owed Every Pay Period; (7) Failure to Pay Wages When
3 Employment Ends; and (8) Unfair Competition. The specific statutes released include the following (though
4 this list does not narrow the scope of the release described above and below): Labor Code §§ 201, 202, 203,
5 204, 226, 226.7, 353, 510, 512, 558, 558.1, 1174, 1194, 1197, 1198, 2802, 2698 *et seq.*, 2699, 2699.3, and
6 2699.5; the applicable IWC Wage Orders, including No. 5-2001; California Code of Regulations, Title 8,
7 section 11050; and Business & Professions Code § 17200, *et. seq.* The Released Claims exclude claims for
8 workers' compensation benefits, unemployment insurance benefits, pension or retirement benefits,
9 wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance,
10 disability, social security, Class Claims outside the Class Period and any other claim or right that as a matter
11 of law cannot be waived or released.

12 31. "Released PAGA Claims" means any and all claims, demands, rights, liabilities and causes
13 of action under the Private Attorneys General Act, California Labor Code §§ 2698, *et seq.*, that were alleged
14 or could reasonably have been alleged based on the same facts alleged in the operative Complaint, or were
15 asserted in the Plaintiff's March 14, 2024 Notice Letter to the LWDA (the "PAGA Notice"), and ascertained
16 in the course of the Action, arising during or with respect to the PAGA Period. The Released PAGA Claims
17 will forever be binding on, and shall have res judicata and preclusive effect in, all past, pending, and future
18 lawsuits maintained by either the LWDA or PAGA Members for any and all of the Released PAGA Claims.

19 32. "Released Parties" means Defendant, and Defendant's affiliates, parents, and each of their
20 company-sponsored employee benefit plans, and their respective successors and predecessors in interest,
21 all of their respective officers, directors, employees, administrators, fiduciaries, trustees and agents, and each
22 of their past, present and future officers, directors shareholders, employees, agents, principals, heirs,
23 representatives, attorneys, accountants, auditors, consultants, insurers, and reinsurers.

24 33. "Request for Exclusion" means a timely letter submitted by a Class Member indicating a
25 request to be excluded from the Settlement Class. The Request for Exclusion must: (a) set forth the name,
26 address, telephone number and last four digits of the Social Security Number of the Class Member
27 requesting exclusion; (b) be signed by the Class Member; (c) be returned to the Settlement Administrator;
28 (d) clearly state that the Class Member does not wish to be included in the Settlement; and (e) be emailed

1 or postmarked on or before the Response Deadline.

2 34. “Response Deadline” means the deadline by which Class Members must postmark or
3 email to the Settlement Administrator Requests for Exclusion, postmark or email disputes concerning the
4 calculation of Individual Settlement Payments, or postmark or email Notices of Objection to the Settlement
5 Administrator. The Response Deadline will be sixty (60) calendar days from the initial mailing and emailing
6 (where email addresses are available) of the Class Notice by the Settlement Administrator, unless the
7 sixtieth (60th) calendar day falls on a Sunday or State holiday, in which case the Response Deadline will be
8 extended to the next day on which the U.S. Postal Service is open. Those Class Members who receive a re-
9 mailed Class Notice, will have either (a) fifteen (15) calendar days from the date of re-mailing or (b) until
10 the Response Deadline, whichever is later, to submit a Request for Exclusion, disputes concerning the
11 calculation of Individual Settlement Payments, or an objection to the Settlement.

12 35. “Settlement Administration Costs” means the costs payable from the Gross Settlement
13 Amount to the Settlement Administrator for administering this Settlement, including, but not limited to,
14 printing, distributing, and tracking documents for this Settlement, sending notices and translating the same
15 to Spanish, calculating the individual payments to be issued to Class Members and PAGA Members,
16 establishing a qualified settlement fund and holding the various payments from Defendant comprising the
17 Gross Settlement Amount and employer payroll taxes, tax reporting, distributing the Gross Settlement
18 Amount, and providing necessary reports and declarations, as requested by the Parties. The Settlement
19 Administration Costs will be paid from the Gross Settlement Amount, including, if necessary, any such
20 costs in excess of the amount represented by the Settlement Administrator as being the maximum costs
21 necessary to administer the Settlement. Settlement Administration Costs are currently estimated to be ~~Nine~~
22 Ten Thousand Nine One Hundred Fifty Dollars (\$~~9,950~~10,100) and shall not exceed this amount.

23 36. “Settlement Administrator” means ILYM Group Inc. The Parties and their Counsel each
24 represent that they do not have any financial interest in the Settlement Administrator or otherwise have a
25 relationship with the Settlement Administrator that could create a conflict of interest.

26 37. “Workweeks” means any week during which a Class Member worked for Defendant for
27 at least one (1) day during the Class Period. All Class Members will be credited with at least one Workweek
28 during the Class Period.

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TERMS OF AGREEMENT

The Plaintiff, on behalf of himself and the Settlement Class, and Defendant agree as follows:

38. Funding of the Gross Settlement Amount. Defendant will fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of employer payroll taxes on the wage portions of the Individual Settlement Payments, by transmitting the funds to the Settlement Administrator in one payment thirty days after the Effective Date of the Settlement. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to this deadline. The date on which Defendant fully funds the Gross Settlement Amount is referred to herein as the "Funding Date."

39. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any application or motion for attorneys' fees and costs by Class Counsel for Attorneys' Fees and Costs of not more than one third (1/3) of the Gross Settlement Amount, which is currently estimated to be Two Hundred Eighty Three Thousand Three Hundred Thirty Three Dollars and Thirty Three Cents (\$283,333.33), plus the reimbursement of all out-of-pocket costs and expenses associated with Class Counsel's litigation and settlement of the Action (including expert/consultant fees, investigations costs, etc.), not to exceed Twelve Thousand Five Hundred Dollars (\$12,500), both of which will be paid from the Gross Settlement Amount.

40. Class Representative Enhancement Payment. In exchange for a general release, and in recognition of his effort and work in prosecuting the Action on behalf of Class Members, Defendant agrees not to oppose or impede any application or motion for a Class Representative Enhancement Payment of up to Ten Thousand Dollars (\$10,000). The Class Representative Enhancement Payment will be paid from the Gross Settlement Amount and will be in addition to Plaintiff's Individual Settlement Payment paid pursuant to the Settlement. Plaintiff will be solely and legally responsible to pay any and all applicable taxes on the Class Representative Enhancement Payment. Plaintiff understands and agrees that this Settlement Agreement shall remain in full force and effect even if the full amount of Class Representative Enhancement Payment sought by Plaintiff is not ultimately awarded by the Court. The Settlement Administrator will report the Class Representative Enhancement Payment on IRS 1099 Forms.

41. Settlement Administration Costs. The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments from the Gross Settlement Amount, in an amount not to exceed \$10,0100 (~~which is~~ currently estimated to be ~~Nine-Ten~~ Thousand ~~Nine~~

1 ~~One~~ Hundred ~~Fifty~~ Dollars (~~\$9,950~~10,100). These costs, which will be paid from the Gross Settlement
2 Amount, will include, *inter alia*, the required tax reporting on the Individual Settlement Payments, the
3 issuing of 1099 and W-2 IRS Forms, distributing Class Notices and translating same to Spanish, calculating
4 and distributing the Gross Settlement Amount, and providing necessary reports and declarations.

5 42. PAGA Penalties. Subject to Court approval, Fifty Thousand Dollars (\$50,000) from the
6 Gross Settlement Amount will be designated for satisfaction of Plaintiff's PAGA claim. Pursuant to the
7 PAGA, Seventy-Five Percent (75%), or Thirty Seven Thousand Five Hundred Dollars (\$37,500) will be
8 paid to the LWDA and Twenty-Five Percent (25%), or Twelve Thousand Five Hundred Dollars (\$12,500),
9 will be paid to PAGA Members in proportion to the number of Pay Periods worked during the PAGA
10 Period.

11 43. No Right to Exclusion or Objections to the PAGA Settlement. Because this settlement
12 resolves claims and actions brought pursuant to the PAGA by Plaintiff acting as a proxy and as a Private
13 Attorney General of, and for, the State of California and the LWDA, the Parties agree that no PAGA
14 Member has the right to exclude himself or herself from the release of the Released PAGA Claims, and all
15 PAGA Members will receive their shares of the PAGA Fund. The Parties also agree that no PAGA Member
16 has the right to object to the PAGA Penalties.

17 44. Net Settlement Fund. The entire Net Settlement Fund will be distributed to Participating
18 Class Members. No portion of the Net Settlement Fund will revert to or be retained by Defendant.

19 45. PAGA Fund. The entire PAGA Fund will be distributed to all PAGA Members. No portion
20 of the PAGA Fund will revert to or be retained by Defendant.

21 46. Individual Settlement Payment Calculations. Individual Settlement Payments will be
22 calculated and apportioned from the Net Settlement Fund and PAGA Fund based on the number of
23 Workweeks a Class Member worked during the Class Period and the number of PAGA Pay Periods a
24 PAGA Member worked during the PAGA Period, respectively. Specific calculations of Individual
25 Settlement Payments will be made as follows:

26 46(a) Payments from the Net Settlement Fund. Defendant will calculate the total
27 number of Workweeks worked by each Class Member during the Class Period
28 and the aggregate total number of Workweeks worked by all Class Members

1 during the Class Period. To determine each Class Member's estimated
2 "Individual Settlement Payment" from the Net Settlement Fund, the
3 Settlement Administrator will use the following formula: The Net Settlement
4 Fund will be divided by the aggregate total number of Workweeks during the
5 Class Period, resulting in the "Workweek Value." The Net Settlement Fund
6 portion of each Class Member's "Individual Settlement Payment" will be
7 calculated by multiplying each individual Class Member's total number of
8 Workweeks by the Workweek Value. The Individual Settlement Payment will
9 be reduced by any required deductions for each Participating Class Member as
10 specifically set forth herein, including employee-side tax withholdings or
11 deductions. The entire Net Settlement Fund will be disbursed to all Class
12 Members who do not submit timely and valid Requests for Exclusion. If there
13 are any valid and timely Requests for Exclusion, the Settlement Administrator
14 shall proportionately increase the Individual Settlement Payment for each
15 Participating Class Member according to the number of Workweeks worked,
16 so that the amount actually distributed to the Settlement Class equals 100% of
17 the Net Settlement Fund.

18 46(b) Payments from the PAGA Fund. Defendant will calculate the total number of
19 PAGA Pay Periods worked by each PAGA Member during the PAGA Period
20 and the aggregate total number of PAGA Pay Periods worked by all PAGA
21 Members during the PAGA Period. To determine each PAGA Member's
22 estimated "Individual Settlement Payment" from the PAGA Fund the
23 Settlement Administrator will use the following formula: The PAGA Fund
24 will be divided by the aggregate total number of PAGA Pay Periods during the
25 PAGA Period, resulting in the "PAGA Pay Period Value." The PAGA Fund
26 portion of each PAGA Member's "Individual Settlement Payment" will be
27 calculated by multiplying each individual PAGA Member's total number of
28 PAGA Pay Periods by the PAGA Pay Period Value. The entire PAGA Fund

will be disbursed to all PAGA Members.

47. No Credit Toward Benefit Plans. The Individual Settlement Payments made to Participating Class Members or PAGA Members under this Settlement, as well as any other payments made pursuant to this Settlement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan, nor do any payments under this Settlement extend or alter Class Members' or PAGA Members' period of employment for any purpose. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

48. Administration Process. The Parties agree to cooperate in the administration of the settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in administration of the Settlement.

49. Delivery of the Class List. Within thirty (30) business days of Preliminary Approval, Defendant will provide the Class List to the Settlement Administrator.

50. Notice by Email and First-Class U.S. Mail. Within ten (10) calendar days after receiving the Class List from Defendant, the Settlement Administrator will mail a Class Notice to all Class Members via regular First-Class U.S. Mail and email (where email addresses are available), using the most current, known mailing addresses and email addresses identified in the Class List.

51. Confirmation of Updated Contact Information in the Class Lists. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any Class Notices returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly within five business days of receipt via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Class Notice. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address and/or Social Security Number of the Class Member involved, and will then perform a single re-mailing within five

1 business days of receipt. Those Class Members who receive a re-mailed Class Notice will have either (a)
2 fifteen (15) calendar days from the date of re-mailing or (b) until the Response Deadline, whichever is later,
3 to submit a Request for Exclusion, disputes concerning the calculation of the Class Member's Individual
4 Settlement Payment, or an objection to the Settlement.

5 52. Class Notices. All Class Members will be mailed and/or emailed (where email addresses
6 are available) a Class Notice. Each Class Notice will provide: (a) information regarding the nature of the
7 Action; (b) a summary of the Settlement's principal terms; (c) the Settlement Class and PAGA Member
8 definitions; (d) the total number of Workweeks and PAGA Pay Periods each respective Class Member and
9 PAGA Member worked for Defendant during the Class Period and PAGA Period; (e) each Class Member's
10 and PAGA Member's estimated Individual Settlement Payment and the formula for calculating Individual
11 Settlement Payments; (f) the dates which comprise the Class Period and PAGA Period; (g) instructions on
12 how to submit Requests for Exclusion or Notices of Objection; (h) the deadlines by which the Class
13 Member must postmark or email Request for Exclusions, or postmark Notices of Objection to the
14 Settlement; and (i) the claims to be released.

15 53. Disputed Information on Class Notices. Class Members will have an opportunity to dispute
16 the information provided in their Class Notices. To the extent Class Members dispute their employment
17 dates or the number of Workweeks or PAGA Pay Periods on record, Class Members may produce evidence
18 to the Settlement Administrator showing that such information is inaccurate. Defendant's records will be
19 presumed correct, but the Settlement Administrator shall contact the Parties regarding the dispute and the
20 Parties will work in good faith to resolve it. All disputes must be submitted by the Response Deadline and
21 will be decided within ten (10) business days after the Response Deadline. The Settlement Administrator is
22 the final decision maker for disputes regarding the calculation of individual settlement payments. The
23 Settlement Administrator will inform Class Member's of its final determination.

24 54. Defective Submissions. If a Class Member's Request for Exclusion is defective as to the
25 requirements listed herein, that Class Member will be given an opportunity to cure the defect(s). The
26 Settlement Administrator will mail and email (where available) the Class Member a cure letter within three
27 (3) business days of receiving the defective submission to advise the Class Member that his/her/their
28 submission is defective and that the defect must be cured to render the Request for Exclusion valid. The

1 Class Member will have until (a) the Response Deadline or (b) fifteen (15) calendar days from the date of
2 the cure letter, whichever date is later, to postmark or email a revised Request for Exclusion. If the revised
3 Request for Exclusion is not postmarked or received by email within that period, it will be deemed untimely.

4 55. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the
5 Settlement Agreement must sign and email or postmark a written Request for Exclusion to the Settlement
6 Administrator within the Response Deadline. In the case of Requests for Exclusion that are mailed to the
7 Settlement Administrator, the postmark date will be the exclusive means to determine whether a Request
8 for Exclusion has been timely submitted. Those Class Members who receive a re-mailed Class Notice will
9 have either (a) fifteen (15) calendar days from the date of re-mailing or (b) until the Response Deadline,
10 whichever is later, to submit a Request for Exclusion.

11 56. Escalator. Based on its records, Defendant estimated approximately 40,824 workweeks at
12 the time of mediation on June 10, 2025. In the event the number of workweeks is more than ten percent
13 (10%) greater than the estimated number of workweeks, the Gross Settlement Amount will be increased on
14 a pro rata basis for those workweeks over the 10% cushion. Defendant shall verify the workweeks and
15 notify Plaintiff's counsel whether the escalator clause has been triggered prior to the filing of Plaintiff's
16 motion for preliminary approval and this notification shall happen prior to filing for Plaintiff's motion for
17 preliminary approval if such filing takes place after the end of the Class Period.

18 57. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member
19 who does not affirmatively opt-out of the Settlement Agreement by submitting a timely and valid Request
20 for Exclusion will be bound by all of its terms, including those pertaining to the Released Class Claims, as
21 well as any Judgment that may be entered by the Court if it grants final approval to the Settlement.

22 58. Releases by Participating Class Members. Upon the Funding Date, and except as to such
23 rights or claims as may be created by this Settlement Agreement, each Participating Class Member, together
24 and individually, on their behalf and on behalf of their respective representatives, heirs, executors,
25 successors, assignees, administrators, agents, and attorneys, shall fully and forever release and discharge all
26 of the Released Parties, or any of them, from each of the Released Class Claims arising during the Class
27 Period. The Released Class Claims will forever be binding on, and shall have res judicata and preclusive
28 effect in, all past, pending, and future lawsuits maintained by Participating Class Members for any and all

1 of the Released Class Claims.

2 59. Releases by PAGA Members. Upon the Funding Date, and except as to such rights or
3 claims as may be created by this Settlement Agreement, each PAGA Member, together and individually,
4 on their behalf and on behalf of their respective representatives, heirs, executors, successors, assignees,
5 administrators, agents, and attorneys, shall fully and forever release and discharge all of the Released Parties,
6 or any of them, from each of the Released PAGA Claims during the PAGA Period. The Released PAGA
7 Claims will forever be binding on, and shall have res judicata and preclusive effect in, all past, pending, and
8 future lawsuits maintained by either the LWDA or PAGA Members for any and all of the Released PAGA
9 Claims.

10 60. Release by Plaintiff. Upon the Funding Date, in addition to the claims being released by all
11 Participating Class Members and PAGA Members, Plaintiff, individually and on behalf of his former and
12 present spouses, representatives, heirs, executors, successors, assignees, administrators, agents, and
13 attorneys, will generally release and forever discharge the Released Parties, to the fullest extent permitted
14 by law, of and from any and all claims, transactions, or occurrences of any nature whatsoever, whether
15 known and unknown, asserted and not asserted, which Plaintiff has or may have against the Released Parties
16 as of the date of execution of this Settlement Agreement. (“Plaintiff’s Release.”) Plaintiff’s Release does
17 not extend to any claims or actions to enforce this Agreement, or to those rights that as a matter of law
18 cannot be waived. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in
19 addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that
20 Plaintiff’s Release shall be and remain effective in all respects, notwithstanding such different or additional
21 facts or Plaintiff’s discovery of them. To the extent the foregoing release is a release to which Section 1542
22 of the California Civil Code or similar provisions of other applicable law may apply, Plaintiff expressly
23 waives any and all rights and benefits conferred upon her by the provisions of Section 1542 of the California
24 Civil Code or similar provisions of applicable law which are as follows:

25 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR
26 OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR
27 HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF
28 KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR

HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

61. Objection Procedures. To object to the Settlement Agreement, a Class Member may either email or postmark a valid Notice of Objection to the Settlement Administrator on or before the Response Deadline, or appear in person at the Final Approval Hearing. Class Members who fail to object either by submitting a valid Notice of Objection or appearing in person at the Final Approval Hearing will be deemed to have waived all objections to the Settlement and will be foreclosed from making any objections, whether by appeal or otherwise, to the Settlement Agreement. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written objections to the Settlement Agreement or appeal from the Final Approval Order and Judgment. Class Counsel will not represent any Class Members with respect to any such objections to this Settlement. If a Class Member timely submits both a Notice of Objection and a Request for Exclusion, the Request for Exclusion will be given effect and considered valid, the Notice of Objection shall be rejected, and the Class Member shall not participate in or be bound by the Settlement.

62. Certification Reports Regarding Individual Settlement Payment Calculations. The Settlement Administrator will provide Defense Counsel and Class Counsel a weekly report that certifies the number of Class Members who have submitted valid Requests for Exclusion or objections to the Settlement, and whether any Class Member has submitted a challenge to any information contained in their Class Notice, including those received after the Response Deadline. Additionally, the Settlement Administrator will provide to counsel for both Parties any updated reports regarding the administration of the Settlement Agreement as needed or requested. Not later than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Defense Counsel and Class Counsel containing the names of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”) and the names of Class Members who have submitted invalid Requests for Exclusion.

63. Distribution Timing of Individual Settlement Payments. Within ten (10) calendar days of the Funding Date, the Settlement Administrator will issue payments to: (a) Participating Class Members and PAGA Members; (b) the LWDA; (c) Plaintiff; and (d) Class Counsel. The Settlement Administrator will also issue a payment to itself for Court-approved services performed in connection with the Settlement.

64. Un-cashed Settlement Checks. Proceeds represented by Individual Settlement Payment

1 checks returned as undeliverable and Individual Settlement Payment checks remaining un-cashed for more
2 than one hundred and eighty (180) calendar days after issuance will be transmitted to the State Controller
3 Unclaimed Property Fund in the name of the Class Member thereby leaving no “unpaid residue” subject to
4 the requirements of California Code of Civil Procedure Section 384, subd. (b).

5 65. Certification of Completion. Upon completion of administration of the Settlement, the
6 Settlement Administrator will provide a written declaration under oath to certify such completion to the
7 Court and counsel for all Parties.

8 66. Treatment of Individual Settlement Payments. All Individual Settlement Payments will be
9 allocated as follows: (a) Twenty Percent (20%) of the Net Settlement Fund portion of each Individual
10 Settlement Payment will be allocated as wages for which IRS Forms W-2 will be issued; and (b) Eighty
11 Percent (80%) of the Net Settlement Fund portion of each Individual Settlement Payment will be allocated
12 as penalties and interest for which IRS Forms 1099-MISC will be issued. One Hundred Percent (100%) of
13 payments issued to PAGA Members from the PAGA Fund will be treated as non-wages for which IRS
14 Forms 1099-MISC will be issued.

15 67. Administration of Taxes by the Settlement Administrator. The Settlement Administrator
16 will be responsible for issuing to Plaintiff, Participating Class Members, PAGA Members, and Class
17 Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to this
18 Settlement. The Settlement Administrator will also be responsible for forwarding all payroll taxes and
19 penalties to the appropriate government authorities.

20 68. Tax Liability. The Parties make no representation as to the tax treatment or legal effect of
21 the payments called for hereunder, and Plaintiff, Participating Class Members, and PAGA Members are
22 not relying on any statement, representation, or calculation by Defendant or by the Settlement Administrator
23 in this regard.

24 69. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES
25 OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS
26 AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”)
27 ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO
28 WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR

1 THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY
2 SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE
3 RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY
4 DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING
5 PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS OWN, INDEPENDENT
6 LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION
7 WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON
8 THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO
9 ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION
10 OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID
11 ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND
12 (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION
13 THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S
14 TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING)
15 UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX
16 STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED
17 BY THIS AGREEMENT.

18 70. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that
19 they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
20 encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right
21 herein released and discharged.

22 71. No Related Matters. The Parties, Class Counsel and Defense Counsel represent that they
23 are not aware of any other pending action asserting claims that will be extinguished or affected by the
24 Settlement.

25 72. Nullification of Settlement Agreement. In the event that: (a) the Court does not finally
26 approve the Settlement as provided herein; or (b) the Settlement does not become final for any other reason,
27 then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void.
28 Any order or judgment entered by the Court in furtherance of this Settlement Agreement will likewise be

1 treated as void from the beginning.

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

10 74. Preliminary Approval Hearing. Plaintiff will obtain a hearing before the Court to request
11 the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval Order for:
12 (a) conditional certification of the Settlement Class for settlement purposes only, (b) preliminary approval
13 of the proposed Settlement Agreement, (c) setting a date for a final fairness hearing. The Preliminary
14 Approval Order will provide for the Class Notice to be sent to all Class Members as specified herein. In
15 conjunction with the Preliminary Approval hearing, Plaintiff will submit this Settlement Agreement, which
16 sets forth the terms of this Settlement, and will include the proposed Notice of Class Action Settlement,
17 attached as Exhibit A. Class Counsel will be responsible for drafting all documents necessary to obtain
18 preliminary approval.

19 75. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the
20 deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and with the
21 Court's permission, a final fairness hearing will be conducted to determine the final approval of the
22 Settlement Agreement along with the amounts properly payable for: (a) Attorneys' Fees and Costs; (b) the
23 Class Representative Enhancement Payment; (c) Individual Settlement Payments; (d) the LWDA Payment;
24 and (e) all Settlement Administration Costs. Class Counsel will be responsible for drafting all documents
25 necessary to obtain final approval. Class Counsel will also be responsible for drafting the attorneys' fees
26 and costs application to be heard at the final approval hearing.

27 76. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the Court
28 or after the final fairness hearing, the Parties will present the Judgment to the Court for its approval. After

entry of the Judgment, the Court will have continuing jurisdiction solely for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement, (b) Settlement administration matters, and (c) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement. A copy of the Judgment will be posted to the Settlement Administrator's website.

77. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein. Any Exhibits to this Settlement Agreement are an integral part of the Settlement.

78. Entire Agreement. This Settlement Agreement and any attached Exhibit(s) constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties expressly recognize California Civil Code Section 1625 and California Code of Civil Procedure Section 1856(a), which provide that a written agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written representations or terms will modify, vary or contradict the terms of this Settlement Agreement.

79. Amendment or Modification. No amendment, change, or modification to this Settlement Agreement will be valid unless in writing and signed, either by the Parties or their counsel, and approved by the Court.

80. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

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

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

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

7 84. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
8 Settlement Agreement is a fair, adequate and reasonable settlement of the Action and have arrived at this
9 Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account all
10 relevant factors, present and potential. The Parties further acknowledge that they are each represented by
11 competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness
12 and reasonableness of this Settlement.

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

16 86. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class
17 certification for purposes of this Settlement only; except, however, that Plaintiff or Class Counsel may
18 appeal any reduction to the Attorneys' Fees and Costs below the amount they request from the Court, and
19 either party may appeal any court order that materially alters the Settlement Agreement's terms.

20 87. Class Action Certification for Settlement Purposes Only. The Parties agree to stipulate to
21 class action certification for purposes of the Settlement only. If, for any reason, the Settlement is not
22 approved, the stipulation to certification will be void. The Parties further agree that certification for purposes
23 of the Settlement is not an admission that class action certification is proper under the standards applied to
24 contested certification motions and that this Settlement Agreement will not be admissible in this or any other
25 proceeding as evidence that either (a) a class action should be certified or (b) Defendant is liable to Plaintiff
26 or any Class Member, other than according to the Settlement's terms.

27 88. Non-Admission of Liability. The Parties enter into this Settlement to resolve the dispute
28 that has arisen between them and to avoid the burden, expense and risk of continued litigation. In entering

1 into this Settlement, Defendant does not admit, and specifically denies, that it violated any federal, state, or
2 local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable
3 laws, regulations or legal requirements; breached any contract; violated or breached any duty; engaged in
4 any misrepresentation or deception; or engaged in any other unlawful conduct with respect to their
5 employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the
6 negotiations connected with it, will be construed as an admission or concession by Defendant of any such
7 violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the
8 terms of this Settlement, this Settlement Agreement and its terms and provisions will not be offered or
9 received as evidence in any action or proceeding to establish any liability or admission on the part of
10 Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance
11 with, federal, state, local or other applicable law.

12 89. Informal Discovery. The Parties agree that any and all information provided pursuant to
13 Cal. Evid. Code §1152, and all documents, disclosures and/or exchanges of information provided in
14 connection with mediation, other settlement negotiations, or in connection with the Settlement, are
15 privileged and confidential, and may be used only with respect to this Settlement, and no other purpose.
16 Such information shall include but is not limited to: (1) Class Members' time and payroll records; (2) written
17 policies and procedures; and (3) information disclosed pursuant to the mediation and/or settlement privilege.
18 The Parties agree to treat and maintain the information disclosed confidentially, protect it, and take any and
19 all reasonable steps to maintain it confidentially and treat it as a trade secret. However, the Parties expressly
20 agree that Class Counsel may disclose such information to the Court as is necessary to consummate and
21 finalize the approval process of the Settlement by the Court.

22 90. No Public Comment. Plaintiff, Class Counsel, Defendant, and Defense Counsel separately
23 agree that until the motion for preliminary approval of the Settlement is filed, they and each of them will
24 not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or
25 publicize, any of the terms of the Settlement Agreement directly or indirectly, specifically or generally, to
26 any person, corporation, association, government agency. This paragraph does not restrict Class Counsel's
27 communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class
28 Members. Thereafter, Plaintiff and Class Counsel will further agree to keep this Settlement confidential,

1 including, without limitation, no disclosures to the media, or on any websites, blogs, social media, and/or
2 online platforms. Exceptions to the obligation of confidentiality in this section are: (a) disclosures necessary
3 to comply with the law, judicial process, or for financial planning or tax preparation purposes, including in
4 response to a court order or subpoena, or inquiry or subpoena by a state or federal government agency; (b)
5 disclosures to the Parties' attorneys, accountant, or spouses, all of whom will be instructed to keep this
6 Settlement Agreement confidential; (c) counsel in a related matter with the instruction to keep this
7 Settlement Agreement confidential; (d) to obtain and seek approval of this Settlement in Court and as is
8 necessary to provide settlement information to Class Members and PAGA Members; (e) if any party to this
9 Settlement Agreement seeks to enforce any term or condition of this Settlement against any other party to
10 this Settlement; and (f) in court filings to establish adequacy of counsel in other actions, or for purposes of
11 seeking approval of comparable settlements.

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

15 92. Enforcement Actions. In the event that one or more of the Parties institutes any legal action
16 or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to
17 declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to
18 recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness
19 fees incurred in connection with any enforcement actions.

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

25 94. Representation By Counsel. The Parties acknowledge that they have been represented by
26 counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this
27 Settlement Agreement has been executed with the consent and advice of counsel. Further, Plaintiff and
28 Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

1 95. All Terms Subject to Final Court Approval. All amounts and procedures described in this
2 Settlement Agreement herein will be subject to final Court approval.

3 96. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good
4 faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement
5 Agreement.

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

11
12 *[Continued on next page]*

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15 **[READ CAREFULLY BEFORE SIGNING]**
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1 **PLAINTIFF/CLASS REPRESENTATIVE AND CLASS COUNSEL**

2
3
4 DATED: _____, 2025

By: _____
Plaintiff Jose I. Soriano Rodriguez

5
6 *Approved as to Form:*

7
8 DATED: _____, 2025

MM LAW, APC

9 By: _____
10 Maralle Messrelian, Esq.
11 Attorneys for Plaintiff and the Class

12 **DEFENDANT AND COUNSEL FOR DEFENDANT**

13
14 EVENTS MANAGEMENT, INC. DBA
15 MCCALLS CATERING & EVENTS

16 DATED: _____, 2025

By: _____
Lucas Shoemaker, President

17
18
19 *Approved as to Form:*

20
21 DATED: _____, 2025

GORDON REESE SCULLY MANSUKHANI
LLP

22
23 By: _____
24 Michael D. Bruno, Esq.
25 Rachel Wintterle, Esq.
26 Attorneys for Defendant
27
28

EXHIBIT 11

NOTICE OF CLASS ACTION AND PAGA SETTLEMENT

Jose I. Soriano Rodriguez v. Events Management, Inc. dba McCalls Catering & Events
SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF SAN FRANCISCO, Case No. CGC-24-615022

To: All current and former non-exempt, hourly paid employees who worked for Defendant Events Management, Inc. dba McCalls Catering & Events (“Defendant” or “McCalls”) in California at any time during the Class Period (May 28, 2020 to June 10, 2025) (“Class Members”).

All persons who worked for Defendant as non-exempt, hourly paid employees in California at any time during the PAGA Period (March 14, 2023 to June 10, 2025) (“PAGA Members”).

Name

Address

***YOU ARE NOT BEING SUED. THIS NOTICE MAY AFFECTS YOUR RIGHTS.
PLEASE READ IT CAREFULLY***

What is a Class Action?

In a class action lawsuit, a person called a class representative sues on behalf of people who have similar claims. The people with similar claims are called class members and together they make up the class. In a class action, one court resolves the issues for all class members, except for those who choose to exclude themselves from the class. A class member is bound by the determination or judgment entered in the case and the class member may not file a new lawsuit regarding the same claims that were decided in the class action, unless that person excludes themselves from the class.

What is a PAGA Action?

A PAGA (“Private Attorneys General Act”) action is a lawsuit brought on behalf of the State of California for alleged Labor Code violations at work. It seeks penalties from the employer. If money is recovered, it is shared between the State and the affected employees. You are automatically included in the PAGA part of the case and cannot opt out. The PAGA action does not resolve any separate individual claims you may have.

On [REDACTED], the Honorable Ethan P. Schulman of the San Francisco County Superior Court granted preliminary approval of this class action and PAGA settlement and ordered the litigants to notify all Class Members of the settlement. **You have received this notice because Defendant’s records indicate that you are a Class Member, and therefore entitled to a payment from the settlement.**

Unless you choose to opt out of the settlement by following the procedures described below, you will be deemed a Class Member and, if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement fund. The Final Fairness Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at [REDACTED] :00 .m. on [REDACTED], 2025 in Department 304 of the San Francisco County Superior Court located at 400 McAllister St., San Francisco, CA 94102.

Please also note that the Final Fairness Hearing may be rescheduled by the Court to another date and/or time. Please visit [settlement website] for any scheduling changes. Any Class Members who submit timely written objections shall receive notice if the Final Fairness Hearing is continued.

If you move, you must send the Settlement Administrator your new address; otherwise, you may not receive your settlement payment. It is your responsibility to keep a current address on file with the Settlement Administrator.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be deemed a "Participating Class Member," and will be eligible for a payment from the Net Settlement Fund and, if you are also a PAGA Member, from the PAGA Fund. In exchange, you will be bound by the terms of the proposed Settlement and give up your right to assert wage and hour claims against Defendant based on the same facts alleged in the Action during the Class Period.
You Can Opt-out of the Class Settlement but not the PAGA Settlement	If you don't want to participate in the proposed class settlement, you can opt-out of the class settlement by sending the Settlement Administrator a written Request for Exclusion. Once excluded, you will no longer be eligible for a payment from the Net Settlement Fund and will not be bound by the terms of the proposed class settlement.
The Opt-out Deadline is [DATE]	You cannot opt-out of the PAGA portion of the proposed Settlement. PAGA Members remain eligible to receive a payment from the PAGA Fund and must give up their rights to pursue PAGA penalty claims against Defendant based on the facts alleged in the Action during the PAGA Period.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed class settlement, but not the PAGA settlement.
Written Objections Must be Submitted by [DATE]	
You Can Participate in the [DATE] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [DATE] in Department 304 of the San Francisco County Superior Court located at 400 McAllister St., San Francisco, CA 94102. 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. Should you wish to appear at the Final Approval Hearing remotely, contact Plaintiff's counsel (contact information found on page 7 of this Notice), who can make the necessary arrangements in accordance with the Court's procedures. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. If the Court grants final approval of the Settlement despite your objection, you will receive a payment from the Net Settlement Fund and you will be bound by the terms of the Settlement and Release.

Summary of the Litigation

Plaintiff Jose I. Soriano Rodriguez, on his behalf and on behalf of other current and former non-exempt employees, alleges that Defendant violated California state labor laws as a result of its alleged failure to, among other things: (1) pay minimum and overtime wages to employees for all hours worked; (2) provide employees with meal and rest breaks; (3) timely pay all wages owed to employees during each pay period and upon termination of their employment; (4) reimburse employees for necessary business expenses; and (5) provide employees with accurate, itemized wage statements.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

The Settlement is a compromise reached after good faith, arm's length negotiations between Plaintiff and Defendant, through their attorneys, and following participation in mediation before experienced wage-and-hour mediator Jason Marsili, Esq.,

Counsel for Plaintiff, and the attorneys appointed by the Court to represent the class, Maralle Messrelan, Esq. of MM Law, APC ("Class Counsel"), have investigated and researched the facts and circumstances underlying the issues raised in the case and the applicable law. While Class Counsel believe that the claims alleged in this lawsuit have merit, Class Counsel also recognize that the risk and expense of continued litigation justify settlement. Based on the foregoing, Class Counsel believe the proposed settlement is fair, adequate, reasonable, and in the best interests of Class Members.

McCalls denies all of Plaintiff's allegations and specifically denies that it violated the law in any way as described in the lawsuit. Nothing in this Notice, or the Settlement itself, or any actions to carry out the terms of the Settlement, means that McCalls admits any fault, guilt, negligence, wrongdoing or liability whatsoever. There has been no finding of any wrongdoing by McCalls. McCalls wishes to settle in order to avoid the costs, time, and disruption caused by litigation.

Summary of The Proposed Settlement Terms

Settlement Amount. McCalls has agreed to pay the amount of \$850,000 (the "Gross Settlement Amount") to fully resolve the claims against it in the Action. The Gross Settlement Amount includes all settlement payments to the Settlement Class Members, Class Counsel's attorney's fees, litigation costs and expenses, the PAGA Penalties, the Settlement Administration Expenses, and the Class Representative Enhancement Payment, as outlined below.

- **Settlement Administration Expenses.** Payment to the Settlement Administrator, not to exceed \$10,100, for the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion submitted by Class Members, Objections to the Settlement submitted by Settlement Class Members, calculating Individual Settlement Shares, and distributing settlement payments.
- **Attorney's Fees and Litigation Costs and Expenses.** Payment to Court-approved Class Counsel of reasonable attorney's fees in an amount not to exceed 1/3 (33.33%) of the Gross Settlement Amount (i.e., \$283,333.33) as reasonable compensation for the work Class Counsel performed in this Action, and will continue to perform through settlement finalization, together with reimbursement for actual litigation expenses and costs actually incurred in connection with the Action not to exceed \$12,500 ("Attorneys' Fees and Costs"). Class Counsel has been prosecuting the Action on behalf of Plaintiff and the Settlement Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.
- **Class Representative Enhancement Payment to Plaintiff Jose I. Soriano Rodriguez .** A service award not to exceed \$10,000 to Plaintiff Jose I. Soriano Rodriguez to compensate him for services on behalf of the Class in initiating and prosecuting the Action, and for his general release of claims. This payment is in addition to whatever payments Plaintiff is otherwise entitled to as a Settlement Class Member.
- **PAGA Penalties.** A payment of \$50,000 for settlement of claims under the Labor Code Private Attorneys General Act of 2004 ("PAGA") allocated as follows: Seventy-Five Percent (75%), or Thirty Seven Thousand Five Hundred Dollars (\$37,500) will be paid to the LWDA and Twenty-Five Percent (25%), or Twelve Thousand Five Hundred Dollars (\$12,500), will be paid to PAGA Members.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

After deducting the above payments, a total of approximately \$496,566.67 will be allocated to Class Members who do not opt out of the Settlement Class (“Net Settlement Fund”). Additionally, all PAGA Members will receive a proportional share of the \$12,500 PAGA Fund, regardless whether they opt out of the Settlement Class.

Payments from Net Settlement Fund. Defendant will calculate the total number of Workweeks worked by each Class Member from May 28, 2020 to June 10, 2025 (“Class Period”) and the aggregate total number of Workweeks worked by all Class Members during the Class Period. To determine each Class Member’s estimated share of the Net Settlement Fund, the Settlement Administrator will use the following formula: The Net Settlement Fund will be divided by the aggregate total number of Workweeks during the Class Period, resulting in the “Workweek Value.” Each Class Member’s share of the Net Settlement Fund will be calculated by multiplying each individual Class Member’s total number of Workweeks by the Workweek Value. The Individual Settlement Payment will be reduced by any required deductions for each Class Members as specifically set forth herein, including employee-side tax withholdings or deductions. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase each Participating Class Member’s share of the Net Settlement Fund according to the number of Workweeks worked, so that the amount actually distributed to the Settlement Class equals 100% of the Net Settlement Fund.

According to Defendant’s records, you worked during the Class Period in a non-exempt position for a total of [REDACTED] Workweeks. Accordingly, your estimated payment from the Net Settlement Fund is approximately \$ [REDACTED].

Payments from PAGA Fund. Defendant will calculate the total number of Pay Periods worked by each PAGA Member from March 14, 2023 to June 10, 2025 (“PAGA Period”) and the aggregate total number of Pay Periods worked by all PAGA Members during the PAGA Period. To determine each PAGA Member’s estimated share of the PAGA Fund, the Settlement Administrator will use the following formula: The PAGA Fund will be divided by the aggregate total number of Pay Periods during the PAGA Period, resulting in the “PAGA Pay Period Value.” Each PAGA Member’s share of the PAGA Fund will be calculated by multiplying each individual PAGA Member’s total number of Pay Periods by the PAGA Workweek Value. A Request for Exclusion does not exclude a PAGA Member from the release of claims under California Labor Code §§ 2698, *et seq.* and the PAGA Member will receive their portion of the PAGA fund even if he/she/they submits a valid Request for Exclusion.

According to Defendant’s records, you worked during the PAGA Period in a non-exempt position for a total of [REDACTED] Pay Periods. Accordingly, your estimated payment from the PAGA Fund is approximately \$ [REDACTED].

Your Estimated Total Payment: Based on the above, your estimated payment from the settlement is approximately \$ [REDACTED]. If you believe the Workweek or Pay Period information provided above is incorrect, please contact the Settlement Administrator to dispute the calculation. You must attach all documentation in support of your dispute (such as check stubs, W2s, or letters from HR). All disputes must be postmarked or emailed on or before [insert date of Response Deadline] and must be sent to:

Settlement Administrator
c/o [REDACTED]
Email: [REDACTED]

If you dispute the information stated above, Defendant’s records will control unless you are able to provide documentation that establishes otherwise. The Settlement Administrator is the final decision maker for disputes regarding the calculation of individual settlement payments. The Settlement Administrator will inform Class Member’s of its final determination.

Taxes on Settlement Payments. IRS Forms W-2 and 1099 will be distributed to participating Class Members and the appropriate taxing authorities reflecting the payments they receive under the settlement. Class Members should consult their

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this settlement, 20% of each settlement payment will be allocated as wages for which IRS Forms W-2 will be issued, and 80% will be allocated as non-wages for which IRS Forms 1099-MISC will be issued. Payments issued to PAGA Members from the PAGA Fund will be treated as non-wages for which IRS Forms 1099-MISC will be issued.

Your Options Under the Class Action Settlement

Option 1 – Automatically Receive a Payment from the Class Action Settlement

If you want to receive your payment from the settlement, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if and when the Settlement receives final approval by the Court.

If you choose **Option 1**, and if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement funds. In addition, you will be deemed to have released or waived the Released Class Claims, and if you are also a PAGA Member, the Released PAGA Claims:

Released Class Claims: Any and all claims, charges, complaints, liens, demands, causes of action, obligations, damages and liabilities, known or suspected, that each Participating Class Member had, now has, or may hereafter claim to have against the Released Parties that were asserted in the Complaint based on claimed conduct during the Class Period, or that could have been asserted based on any of the facts, events, acts, omissions, or failures to act alleged in the Operative Complaint that occurred during the Class Period (the “Released Class Claims”). The Released Class Claims specifically include claims for: (1) Failure to Pay All Wages Earned for All Hours Worked at the Correct Rates of Pay; (2) Failure to Provide Required Rest Breaks; (3) Failure to Provide Meal Periods; (4) Failure to Indemnify; (5) Failure to Provide Accurate Itemized Wage Statements; (6) Failure to Pay Wages Owed Every Pay Period; (7) Failure to Pay Wages When Employment Ends; and (8) Unfair Competition. The specific statutes released include the following (though this list does not narrow the scope of the release described above and below): Labor Code §§ 201, 202, 203, 204, 226, 226.7, 353, 510, 512, 558, 558.1, 1174, 1194, 1197, 1198, 2802, 2698 *et seq.*, 2699, 2699.3, and 2699.5; the applicable IWC Wage Orders, including No. 5-2001; California Code of Regulations, Title 8, section 11050; and Business & Professions Code § 17200, *et. seq.* The Released Claims exclude claims for workers’ compensation benefits, unemployment insurance benefits, pension or retirement benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, Class Claims outside the Class Period and any other claim or right that as a matter of law cannot be waived or released.

Released PAGA Claims: Any and all claims, demands, rights, liabilities and causes of action under the Private Attorneys General Act, California Labor Code §§ 2698, *et seq.*, that were alleged or could reasonably have been alleged based on the same facts alleged in the operative Complaint, or were asserted in the Plaintiff’s March 14, 2024 Notice Letter to the LWDA (the “PAGA Notice”), and ascertained in the course of the Action, arising during or with respect to the PAGA Period. The Released PAGA Claims will forever be binding on, and shall have res judicata and preclusive effect in, all past, pending, and future lawsuits maintained by either the LWDA or PAGA Members for any and all of the Released PAGA Claims.

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Settlement Administrator as soon as possible.

Option 2 – Opt Out of the Class Action Settlement

If you do not wish to participate in the class action settlement, you may exclude yourself from participating by submitting a written request to the Settlement Administrator expressly and clearly indicating that you have received this Notice of Class Action Settlement, decided not to participate in the settlement, and desire to be excluded from the settlement. The written

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

request for exclusion must include your name, signature, address, telephone number, and last four digits of your Social Security Number. Sign, date, and email or mail the request for exclusion by First Class U.S. Mail or equivalent, to the address below.

Settlement Administrator

c/o _____

Email: _____

The Request for Exclusion must be postmarked or emailed not later than _____, 2025. If you submit a Request for Exclusion which is not postmarked or emailed by _____, 2025, your Request for Exclusion will be rejected, and you will be included in the settlement class.

If you choose **Option 2**, you will no longer be a Class Member, and you will:

- Not receive a payment from the Net Settlement Fund.
- Not release the Released Class Claims.
- If you are a PAGA Member, you will still release the Released PAGA Claims and will receive a payment from the PAGA Fund.

Option 3 – Object to the Class Action Settlement

If you decide to object to the settlement because you find it unfair or unreasonable, you may submit a written objection stating why you object to the settlement, or you may instead appear at the Final Fairness Hearing to object to the Settlement. Written objections must provide: (1) your full name, signature, address, and telephone number, (2) a written statement of all grounds for the objection accompanied by any legal support for such objection; (3) copies of any papers, briefs, or other documents upon which the objection is based; and (4) a statement about whether you intend to appear at the Final Fairness Hearing. The objection may be emailed or mailed to the administrator at [administrator's address/email address].

All written objections must be received by the administrator by no later than _____ 2025. By submitting an objection, you are not excluding yourself from the settlement. To exclude yourself from the settlement, you must follow the directions described above. Please note that you cannot both object to the settlement and exclude yourself. You must choose one option only.

You may also, if you wish, appear at the final fairness hearing set for _____ at _____ a.m./p.m. in the Superior Court of the State of California, for the County of San Francisco and discuss your objection with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the hearing.

If you choose **Option 3**, you will still be entitled to the money from the settlement. If the Court overrules your objection, you will be deemed to have released the Released Class Claims.

Please note that you cannot object to the PAGA portion of the settlement.

Additional Information

This Notice of Class Action Settlement is only a summary of the case and the settlement. For a more detailed statement of the matters involved in the case and the settlement, you may refer to the pleadings, the settlement agreement, and other papers filed in the case.

For the settlement's complete terms and conditions, please consult the detailed First Amended Joint Stipulation of Class Action Agreement which is attached as Exhibit 1 to the Supplemental Declaration of Maralle Messrelian in support of the Motion for Preliminary Approval of Class Action Settlement filed on [date of filing]. The settlement documents and other

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

pleadings and documents on file with the Court may be viewed electronically on the Settlement Administrator's website at [insert website name]. You can also access the San Francisco County Superior Court's Online Services at <https://sf.courts.ca.gov/online-services/case-information> (choose Civil Case Query and click Access Now – enter the case number [Case No. CGC-24-615022] or case name [Case Name: *Jose Soriano Rodriguez v. Events Management, Inc. d/b/a McCalls Catering & Events*], complete any security check, select the case, and open Register of Actions to see filings and hearing dates) or by visiting the Clerk's Office at the San Francisco County Superior Court, 400 McAllister St., San Francisco, CA 94102, between 8:30 a.m. and 4:30 p.m., Monday through Friday, excluding Court holidays.

All other inquiries by Class Members regarding this Class Notice and/or the Settlement can be directed to the Settlement Administrator, ILYM Group, Inc., toll free at 1-***-***-****.

In addition, contact information for Class Counsel, as well as Defendant's attorneys, are as follows:

<u>Counsel for the Class and Plaintiff</u>	<u>Counsel for Defendant Mccalls Catering & Events</u>
Maralle Messrelian MM LAW, APC 500 N. Brand Blvd., Suite 2000 Glendale, California 91203 Telephone: (818) 810-7747	Michael D. Bruno / Rachel Wintterle GORDON REES SCULLY MANSUKHANI, LLP 315 Pacific Avenue San Francisco, California 94111 Telephone: (415) 986-5900

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

EXHIBIT 12

NOTICE OF CLASS ACTION AND PAGA SETTLEMENT

Jose I. Soriano Rodriguez v. Events Management, Inc. dba McCalls Catering & Events
SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF SAN FRANCISCO, Case No. CGC-24-615022

To: All persons current and former non-exempt, hourly paid employees who worked for Defendant Events Management, Inc. dba McCalls Catering & Events (“Defendant” or “McCalls”) ~~as non-exempt employees~~ in California at any time during the Class Period (period from May 28, 2020 to June 10, 2025) (“Class Members”).

All persons who worked for Defendant as non-exempt, hourly paid employees in California at any time during the PAGA Period (period of March 14, 2023 to June 10, 2025) (“PAGA Members”).

Name

Address

***YOU ARE NOT BEING SUED. THIS NOTICE MAY AFFECTS YOUR RIGHTS.
PLEASE READ IT CAREFULLY***

What is a Class Action?

In a class action lawsuit, a person called a class representative sues on behalf of people who have similar claims. The people with similar claims are called class members and together they make up the class. In a class action, one court resolves the issues for all class members, except for those who choose to exclude themselves from the class. A class member is bound by the determination or judgment entered in the case and the class member may not file a new lawsuit regarding the same claims that were decided in the class action, unless that person excludes themselves from the class.

What is a PAGA Action?

A PAGA (“Private Attorneys General Act”) action is a lawsuit brought on behalf of the State of California for alleged Labor Code violations at work. It seeks penalties from the employer. If money is recovered, it is shared between the State and the affected employees. You are automatically included in the PAGA part of the case and cannot opt out. The PAGA action does not resolve any separate individual claims you may have.

On [REDACTED], the Honorable Ethan P. Schulman of the San Francisco County Superior Court granted preliminary approval of this class action and PAGA settlement and ordered the litigants to notify all Class Members of the settlement. **You have received this notice because Defendant’s records indicate that you are a Class Member, and therefore entitled to a payment from the settlement.**

Unless you choose to opt out of the settlement by following the procedures described below, you will be deemed a Class Member and, if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement fund. The Final Fairness Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at [REDACTED] :00 .m. on [REDACTED], 2025 in Department 304 of the San Francisco County Superior Court located at 400 McAllister St., San Francisco, CA 94102.

Please also note that the Final Fairness Hearing may be rescheduled by the Court to another date and/or time. Please visit [settlement website] for any scheduling changes. Any Class Members who submit timely written objections shall receive notice if the Final Fairness Hearing is continued.

If you move, you must send the Settlement Administrator your new address; otherwise, you may not receive your settlement payment. It is your responsibility to keep a current address on file with the Settlement Administrator.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be deemed a "Participating Class Member," and will be eligible for a payment from the Net Settlement Fund and, if you are also a PAGA Member, from the PAGA Fund. In exchange, you will be bound by the terms of the proposed Settlement and give up your right to assert wage and hour claims against Defendant based on the same facts alleged in the Action during the Class Period.
You Can Opt-out of the Class Settlement but not the PAGA Settlement	If you don't want to participate in the proposed class settlement, you can opt-out of the class settlement by sending the Settlement Administrator a written Request for Exclusion. Once excluded, you will no longer be eligible for a payment from the Net Settlement Fund and will not be bound by the terms of the proposed class settlement.
The Opt-out Deadline is [DATE]	You cannot opt-out of the PAGA portion of the proposed Settlement. PAGA Members remain eligible to receive a payment from the PAGA Fund and must give up their rights to pursue PAGA penalty claims against Defendant based on the facts alleged in the Action during the PAGA Period.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed class settlement, but not the PAGA settlement.
Written Objections Must be Submitted by [DATE]	
You Can Participate in the [DATE] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [DATE] in Department 304 of the San Francisco County Superior Court located at 400 McAllister St., San Francisco, CA 94102. 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. <u>Should you wish to appear at the Final Approval Hearing remotely, contact Plaintiff's counsel (contact information found on page 7 of this Notice), who can make the necessary arrangements in accordance with the Court's procedures.</u> Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. If the Court grants final approval of the Settlement despite your objection, you will receive a payment from the Net Settlement Fund and you will be bound by the terms of the Settlement and Release.

Summary of the Litigation

Plaintiff Jose I. Soriano Rodriguez, on his behalf and on behalf of other current and former non-exempt employees, alleges that Defendant violated California state labor laws as a result of its alleged failure to, among other things: (1) pay minimum and overtime wages to employees for all hours worked; (2) provide employees with meal and rest breaks; (3) timely pay all wages owed to employees during each pay period and upon termination of their employment; (4) reimburse employees for necessary business expenses; and (5) provide employees with accurate, itemized wage statements.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

The Settlement is a compromise reached after good faith, arm's length negotiations between Plaintiff and Defendant, through their attorneys, and following participation in mediation before experienced wage-and-hour mediator Jason Marsili, Esq.,

Counsel for Plaintiff, and the attorneys appointed by the Court to represent the class, Maralle Messrelan, Esq. of MM Law, APC ("Class Counsel"), have investigated and researched the facts and circumstances underlying the issues raised in the case and the applicable law. While Class Counsel believe that the claims alleged in this lawsuit have merit, Class Counsel also recognize that the risk and expense of continued litigation justify settlement. Based on the foregoing, Class Counsel believe the proposed settlement is fair, adequate, reasonable, and in the best interests of Class Members.

McCalls denies all of Plaintiff's allegations and specifically denies that it violated the law in any way as described in the lawsuit. Nothing in this Notice, or the Settlement itself, or any actions to carry out the terms of the Settlement, means that McCalls admits any fault, guilt, negligence, wrongdoing or liability whatsoever. There has been no finding of any wrongdoing by McCalls. McCalls wishes to settle in order to avoid the costs, time, and disruption caused by litigation.

Summary of The Proposed Settlement Terms

Settlement Amount. McCalls has agreed to pay the amount of \$850,000 (the "Gross Settlement Amount") to fully resolve the claims against it in the Action. The Gross Settlement ~~Fund Amount~~ includes all settlement payments to the Settlement Class Members, Class Counsel's attorney's fees, litigation costs and expenses, the ~~PAGA Penalties, the~~ Settlement Administration Expenses, and ~~Service Award to~~ the Class Representative ~~Enhancement Payment~~, as outlined below.

- **Settlement Administration Expenses.** Payment to the Settlement Administrator, ~~estimated~~ not to exceed ~~\$9,950~~ 10,100, for the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion submitted by Class Members, Objections to the Settlement submitted by Settlement Class Members, calculating Individual Settlement Shares, and distributing settlement payments.
- **Attorney's Fees and Litigation Costs and Expenses.** Payment to Court-approved Class Counsel of reasonable attorney's fees in an amount not to exceed 1/3 (33.33%) of the Gross Settlement Amount (i.e., \$283,333.33) as reasonable compensation for the work Class Counsel performed in this Action, and will continue to perform through settlement finalization, together with reimbursement for actual litigation expenses and costs actually incurred in connection with the Action not to exceed \$12,500 ("Attorneys' Fees and Costs"). Class Counsel has been prosecuting the Action on behalf of Plaintiff and the Settlement Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.
- **Class Representative Enhancement Payment to Plaintiff Jose I. Soriano Rodriguez .** A service award not to exceed \$10,000 to Plaintiff Jose I. Soriano Rodriguez to compensate him for services on behalf of the Class in initiating and prosecuting the Action, and for his general release of claims. This payment is in addition to whatever payments Plaintiff is otherwise entitled to as a Settlement Class Member.
- **PAGA Penalties.** A payment of \$50,000 for settlement of claims under the Labor Code Private Attorneys General Act of 2004 ("PAGA") allocated as follows: Seventy-Five Percent (75%), or Thirty Seven Thousand Five Hundred

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

Dollars (\$37,500) will be paid to the LWDA and Twenty-Five Percent (25%), or Twelve Thousand Five Hundred Dollars (\$12,500), will be paid to PAGA Members.

After deducting the above payments, a total of approximately ~~\$496,716.67~~\$496,566.67 will be allocated to Class Members who do not opt out of the Settlement Class ("Net Settlement Fund"). Additionally, all PAGA Members will receive a proportional share of the \$12,500 PAGA Fund, regardless whether they opt out of the Settlement Class.

Payments from Net Settlement Fund. Defendant will calculate the total number of Workweeks worked by each Class Member from May 28, 2020 to June 10, 2025 ("Class Period") and the aggregate total number of Workweeks worked by all Class Members during the Class Period. To determine each Class Member's estimated share of the Net Settlement Fund, the Settlement Administrator will use the following formula: The Net Settlement Fund will be divided by the aggregate total number of Workweeks during the Class Period, resulting in the "Workweek Value." Each Class Member's share of the Net Settlement Fund will be calculated by multiplying each individual Class Member's total number of Workweeks by the Workweek Value. The Individual Settlement Payment will be reduced by any required deductions for each Class Members as specifically set forth herein, including employee-side tax withholdings or deductions. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase each Participating Class Member's share of the Net Settlement Fund according to the number of Workweeks worked, so that the amount actually distributed to the Settlement Class equals 100% of the Net Settlement Fund.

According to Defendant's records, you worked during the Class Period in a non-exempt position for a total of [REDACTED] Workweeks. Accordingly, your estimated payment from the Net Settlement Fund is approximately \$ [REDACTED].

Payments from PAGA Fund. Defendant will calculate the total number of Pay Periods worked by each PAGA Member from March 14, 2023 to June 10, 2025 ("PAGA Period") and the aggregate total number of Pay Periods worked by all PAGA Members during the PAGA Period. To determine each PAGA Member's estimated share of the PAGA Fund, the Settlement Administrator will use the following formula: The PAGA Fund will be divided by the aggregate total number of Pay Periods during the PAGA Period, resulting in the "PAGA Pay Period Value." Each PAGA Member's share of the PAGA Fund will be calculated by multiplying each individual PAGA Member's total number of Pay Periods by the PAGA Workweek Value. A Request for Exclusion does not exclude a PAGA Member from the release of claims under California Labor Code §§ 2698, *et seq.* and the PAGA Member will receive their portion of the PAGA fund even if he/she/they submits a valid Request for Exclusion.

According to Defendant's records, you worked during the PAGA Period in a non-exempt position for a total of [REDACTED] Pay Periods. Accordingly, your estimated payment from the PAGA Fund is approximately \$ [REDACTED].

Your Estimated Total Payment: Based on the above, your estimated payment from the settlement is approximately \$ [REDACTED]. If you believe the Workweek or Pay Period information provided above is incorrect, please contact the Settlement Administrator to dispute the calculation. You must attach all documentation in support of your dispute (such as check stubs, W2s, or letters from HR). All disputes must be postmarked or emailed on or before [insert date of Response Deadline] and must be sent to:

Settlement Administrator

c/o [REDACTED]

Email: [REDACTED]

If you dispute the information stated above, Defendant's records will control unless you are able to provide documentation that establishes otherwise. The Settlement Administrator is the final decision maker for disputes regarding the calculation of individual settlement payments. The Settlement Administrator will inform Class Member's of its final determination.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

Taxes on Settlement Payments. IRS Forms W-2 and 1099 will be distributed to participating Class Members and the appropriate taxing authorities reflecting the payments they receive under the settlement. Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this settlement, 20% of each settlement payment will be allocated as wages for which IRS Forms W-2 will be issued, and 80% will be allocated as non-wages for which IRS Forms 1099-MISC will be issued. Payments issued to PAGA Members from the PAGA Fund will be treated as non-wages for which IRS Forms 1099-MISC will be issued.

Your Options Under the Class Action Settlement

Option 1 – *Automatically Receive a Payment from the Class Action Settlement*

If you want to receive your payment from the settlement, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if and when the Settlement receives final approval by the Court.

If you choose **Option 1**, and if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement funds. In addition, you will be deemed to have released or waived the Released Class Claims, and if you are also a PAGA Member, the Released PAGA Claims:

Released Class Claims: Any and all claims, charges, complaints, liens, demands, causes of action, obligations, damages and liabilities, known or suspected, that each Participating Class Member had, now has, or may hereafter claim to have against the Released Parties that were asserted in the Complaint based on claimed conduct during the Class Period, or that could have been asserted based on any of the facts, events, acts, omissions, or failures to act alleged in the Operative Complaint that occurred during the Class Period (the “Released Class Claims”). The Released Class Claims specifically include claims for: (1) Failure to Pay All Wages Earned for All Hours Worked at the Correct Rates of Pay; (2) Failure to Provide Required Rest Breaks; (3) Failure to Provide Meal Periods; (4) Failure to Indemnify; (5) Failure to Provide Accurate Itemized Wage Statements; (6) Failure to Pay Wages Owed Every Pay Period; (7) Failure to Pay Wages When Employment Ends; and (8) Unfair Competition. The specific statutes released include the following (though this list does not narrow the scope of the release described above and below): Labor Code §§ 201, 202, 203, 204, 226, 226.7, 353, 510, 512, 558, 558.1, 1174, 1194, 1197, 1198, 2802, 2698 *et seq.*, 2699, 2699.3, and 2699.5; the applicable IWC Wage Orders, including No. 5-2001; California Code of Regulations, Title 8, section 11050; and Business & Professions Code § 17200, *et seq.* The Released Claims exclude claims for workers’ compensation benefits, unemployment insurance benefits, pension or retirement benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, Class Claims outside the Class Period and any other claim or right that as a matter of law cannot be waived or released.

Released PAGA Claims: Any and all claims, demands, rights, liabilities and causes of action under the Private Attorneys General Act, California Labor Code §§ 2698, *et seq.*, that were alleged or could reasonably have been alleged based on the same facts alleged in the operative Complaint, or were asserted in the Plaintiff’s March 14, 2024 Notice Letter to the LWDA (the “PAGA Notice”), and ascertained in the course of the Action, arising during or with respect to the PAGA Period. The Released PAGA Claims will forever be binding on, and shall have res judicata and preclusive effect in, all past, pending, and future lawsuits maintained by either the LWDA or PAGA Members for any and all of the Released PAGA Claims.

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Settlement Administrator as soon as possible.

Option 2 – *Opt Out of the Class Action Settlement*

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

If you do not wish to participate in the class action settlement, you may exclude yourself from participating by submitting a written request to the Settlement Administrator expressly and clearly indicating that you have received this Notice of Class Action Settlement, decided not to participate in the settlement, and desire to be excluded from the settlement. The written request for exclusion must include your name, signature, address, telephone number, and last four digits of your Social Security Number. Sign, date, and email or mail the request for exclusion by First Class U.S. Mail or equivalent, to the address below.

Settlement Administrator

c/o

Email:

The Request for Exclusion must be postmarked or emailed not later than [REDACTED], 2025. If you submit a Request for Exclusion which is not postmarked or emailed by [REDACTED], 2025, your Request for Exclusion will be rejected, and you will be included in the settlement class.

If you choose **Option 2**, you will no longer be a Class Member, and you will:

- Not receive a payment from the Net Settlement Fund.
- Not release the Released Class Claims.
- If you are a PAGA Member, you will still release the Released PAGA Claims and will receive a payment from the PAGA Fund.

Option 3 – Object to the Class Action Settlement

If you decide to object to the settlement because you find it unfair or unreasonable, you may submit a written objection stating why you object to the settlement, or you may instead appear at the Final Fairness Hearing to object to the Settlement. Written objections must provide: (1) your full name, signature, address, and telephone number, (2) a written statement of all grounds for the objection accompanied by any legal support for such objection; (3) copies of any papers, briefs, or other documents upon which the objection is based; and (4) a statement about whether you intend to appear at the Final Fairness Hearing. The objection ~~must~~ may be emailed or mailed to the administrator at [administrator's address/email address].

All written objections must be received by the administrator by no later than [REDACTED] 2025. By submitting an objection, you are not excluding yourself from the settlement. To exclude yourself from the settlement, you must follow the directions described above. Please note that you cannot both object to the settlement and exclude yourself. You must choose one option only.

You may also, if you wish, appear at the final fairness hearing set for [REDACTED] at [REDACTED] a.m./p.m. in the Superior Court of the State of California, for the County of San Francisco and discuss your objection with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the hearing.

If you choose **Option 3**, you will still be entitled to the money from the settlement. If the Court overrules your objection, you will be deemed to have released the Released Class Claims.

Please note that you cannot object to the PAGA portion of the settlement.

Additional Information

This Notice of Class Action Settlement is only a summary of the case and the settlement. For a more detailed statement of the matters involved in the case and the settlement, you may refer to the pleadings, the settlement agreement, and other papers filed in the case.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

For the settlement's complete terms and conditions, please consult the detailed First Amended Joint Stipulation of Class Action Agreement which is attached as Exhibit 1 to the Supplemental Declaration of Maralle Messrelian in support of the Motion for Preliminary Approval of Class Action Settlement filed on [date of filing]. The settlement documents and other pleadings and documents on file with the Court may be viewed electronically on the Settlement Administrator's website at [insert website name]. You can also access the San Francisco County Superior Court's Online Services at <https://sf.courts.ca.gov/online-services/case-information> (choose Civil Case Query and click Access Now – enter the case number [Case No. CGC-24-615022] or case name [Case Name: Jose Soriano Rodriguez v. Events Management, Inc. d/b/a McCalls Catering & Events], complete any security check, select the case, and open Register of Actions to see filings and hearing dates); or by visiting the Clerk's Office at the San Francisco County Superior Court, 400 McAllister St., San Francisco, CA 94102, between 8:30 a.m. and 4:30 p.m., Monday through Friday, excluding Court holidays. ~~(For more information on reservations for in-person services, please visit the San Francisco Superior Court's website at <https://sf.courts.ca.gov/>).~~

All other inquiries by Class Members regarding this Class Notice and/or the Settlement can be directed to the Settlement Administrator, ILYM Group, Inc., toll free at 1-***-***-****.

In addition, contact information for Class Counsel, as well as Defendant's attorneys, are as follows:

<u>Counsel for the Class and Plaintiff</u>	<u>Counsel for Defendant Mccalls Catering & Events</u>
Maralle Messrelian MM LAW, APC 500 N. Brand Blvd., Suite 2000 Glendale, California 91203 Telephone: (818) 810-7747	Michael D. Bruno / Rachel Wintterle GORDON REES SCULLY MANSUKHANI, LLP 315 Pacific Avenue San Francisco, California 94111 Telephone: (415) 986-5900

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

EXHIBIT 13

ILYM | GROUP, Inc.

CLASS ACTION ADMINISTRATION

Case Name: Jose Soriano Rodriguez/McCalls

Tuesday, July 1, 2025

Requesting Attorney:

Maralle Messrelan, Esq.
MM Law, APC
maralle@mmlawapc.com
818.810.7747

ILYM Group Contact:

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

Estimate For Administrative Solutions

KEY ASSUMPTIONS	
Total Number of Class Members	672
Estimated Percentage of Remails	15%
Certified Spanish Translation	Yes
Post Order to ILYM's Website	Yes
Case Duration (Years)	1

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

Case Startup:	\$650.00
Project Management:	\$2,390.00
Notification & Mailing:	\$1,835.52
Distribution (Includes EIN, Bank Acct * /QSF Setup):	\$4,209.48
Case Conclusion:	\$1,015.00

Not To Exceed ILYM Fees & Expenses: \$10,100.00

ILYM | GROUP, Inc.

CLASS ACTION ADMINISTRATION

Case Name: Jose Soriano Rodriguez/McCalls

Tuesday, July 1, 2025

Requesting Attorney's Name: Maralle Messrelian, Esq.

Activity	Rate Type	Unit Cost	Volume	Amount
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CASE STARTUP				
Initial Setup - Import and Formatting of Data*	Hourly	\$150.00	2	\$300.00
Programming of Class Database	Hourly	\$175.00	2	\$350.00

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

Subtotal \$650.00

PROJECT MANAGEMENT				
Project Manager (Case notification and maintenance)	Hourly	\$120.00	4	\$480.00
Staff Hours for Processing Returned Mail	Hourly	\$70.00	1	\$70.00
Staff Hours for Processing Opt-Outs, Disputes & Objection(s)	Hourly	\$70.00	1	\$70.00
Report Processing	Hourly	\$70.00	1	\$70.00
Certified Spanish Translation	Flat Fee	\$1,250.00	1	\$1,250.00
NCOA	Flat Rate	\$200.00	1	\$200.00
Toll-Free Customer Service Representative	Flat Fee	\$250.00	1	\$250.00
Weekly Reports	Flat Rate	\$750.00	1	Waived

Subtotal \$2,390.00

NOTIFICATION & MAILING				
Fulfillment of Notice via Email	Flat Fee	\$150.00	1	\$150.00
Fulfillment of Notice, English and Spanish	Per Piece	\$1.25	672	\$840.00
USPS First Class Postage	Per Piece	\$0.80	672	\$537.60
Re-Mails (Forward/Skip trace Undeliverables)	Per Piece	\$1.75	101	\$176.40
Storage, Photocopies, Deliveries	Flat Fee	\$131.52	1	\$131.52

Subtotal \$1,835.52

ILYM | GROUP, Inc.

CLASS ACTION ADMINISTRATION

Case Name: Jose Soriano Rodriguez/McCalls

Tuesday, July 1, 2025

Requesting Attorney's Name: Maralle Messrelian, Esq.

Activity	Rate Type	Unit Cost	Volume	Amount
DISTRIBUTION (Includes EIN, Bank Acct * /QSF Setup)				
Distribution Setup & Management	Hourly	\$150.00	3	\$450.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	3	\$375.00
Check, Stub & Release - Print & Mail (W2/1099)	Per Check	\$1.00	672	\$672.00
USPS First Class Postage	Per Piece	\$0.70	672	\$470.40
Re-Mails (Forward/Skip trace Undeliverables up to 10%)	Per Piece	\$1.50	67	\$100.80
Reminder Postcard for Uncashed Checks	Per Piece	\$0.80	202	\$161.28
Preparation of Taxes	Hourly	\$120.00	4	\$480.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

**Additional Bank fees may apply*

Subtotal \$4,209.48

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	1	\$100.00
Project Manager Final Reporting	Hourly	\$120.00	2	\$240.00
Process Unclaimed Funds to the State	Flat Fee	\$550.00	1	\$550.00
Declaration	Hourly	\$125.00	1	\$125.00

Subtotal \$1,015.00

Not To Exceed ILYM Fees & Expenses: \$10,100.00

ILYM Group's Terms and Conditions

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

Services: Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.

Mailing and Data Conversion: ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates.

Charges for Services: Charges to the Client for services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to ILYM. Actual fees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

Indemnification: Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred by ILYM, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by ILYM in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by ILYM pursuant to Client's instructions.

Payment of Charges: ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of the case. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms provide that ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the Settlement Account is funded by, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.

Confidentiality: ILYM maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.

Data Rights: ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.

Document Retention: Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.

Limitation of damages: ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of ILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.

Termination: The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.

Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the permissible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

Force Majeure: To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

Waiver of Rights: No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.

Jurisdiction: The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

Entire Agreement: These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.

EXHIBIT 14