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YOLANDA PER

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF KERN

YOLANDA PEREZ, individually and on
behalf of others similarly situated, and as an
aggrieved employee and Private Attorney
General;

Plaintiff,

vs.

J.G. BAILEY COMPANY MILLROCK
WAY-2, LLC, a California limited liability
company, and DOES 1 through 50, inclusive,

Defendants.

Case No.: BCV-24-101284

*Assigned for All Purposes to: Hon. Bernard C.
Barmann, Jr., Division H*

CLASS ACTION

**DECLARATION OF HEATHER DAVIS IN
SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Hearing Date: November 3, 2025

Hearing Time: 8:30 a.m.

Location: Division H.
1215 Truxton Ave,
Bakersfield, CA 93301

Complaint Filed: April 12, 2024

FAC Filed: June 12, 2025

Trial Date: None Set

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1. I am an attorney duly admitted to the Bar of the State of California and all United States District Courts in the State of California. I am a Partner with the Protection Law Group, LLP, counsel of record for Plaintiff YOLANDA PEREZ (“Plaintiff”). I have personal knowledge of the facts stated herein and if called as a witness I could and would competently testify thereto.

2. I am a duly licensed attorney and have been a member of the Colorado State Bar since 1998, the California State Bar since 2005, and the Arizona State Bar since 2007. I graduated from the University of Denver School of Law in 1998, and I am licensed to practice before all courts of the State of California and Colorado as well as the State of Arizona and District Courts throughout the country.

4. During my employment with Littler Mendelson, P.C., I continued my practice of employment law and was responsible for and defended dozens of complex class actions, including some of the largest representative and class actions brought under the California Labor Code, including meal and rest break violations, overtime, minimum wage claims, off-the-clock work and other related wage claims. My practice included the management of dozens of class actions. My management of these cases included taking and defending hundreds of depositions and interviews of hundreds of putative class members, as well as extensive state, federal and appellate briefing on hundreds of wage and hour issues involving class actions.

5. During my employment at Littler Mendelson, I played a significant role in the class actions for which I was responsible. In particular, I was often in charge of leading the strategy of the cases and drafting all of the briefs. I received a wide-array of wage and hour class action experience performing the following types of tasks: drafting demurrers; motions to strike and/or dismiss; removing actions from state court to federal court; drafting and responding to

1 written discovery; drafting and opposing discovery related motions; arguing discovery related
2 motions; drafting motions to consolidate related matters; interviewing putative class members
3 and obtaining declarations in connection with class certification; drafting oppositions to motions
4 for class certification; drafting motions for decertification following class certification;
5 conducting exposure analyses to assess the strengths and weaknesses of asserted claims, the
6 likelihood of prevailing at class certification and potential damages resulting from such claims;
7 drafting mediation briefs; serving as the primary contact to in-house counsel; deposing plaintiffs
8 and putative class members; deposing retained expert witnesses; and defending the depositions
9 of corporate witnesses. In short, I played an integral role in all aspects of litigation from the
10 inception of a matter through and beyond class certification.

11 6. During my practice in other jurisdictions and continuing today, I have been
12 primarily devoted to working in employment law and on complex class action and representative
13 litigation and multi-plaintiff work.

14 7. Protection Law Group, LLP is a law firm specifically devoted to the representation
15 of employees against employers in California involving claims relating to violations of the
16 California Labor Code, including claims for failure to pay all wages owed, failure to pay overtime
17 premiums, failure to pay meal and rest premiums and failure to provide accurate wage records.
18 The practice of employment law is a very specific, narrow field which requires diligence in an
19 ever-evolving field of substantive and procedural law.

20 8. Although not exhaustive, below is a representative list of several of the wage and
21 hour class actions that I performed substantial work on while I was an attorney with Littler
22 Mendelson, including, but not limited to: *Villacres v. ABM Industries, Inc.*, 189 Cal.App.4th 562
23 (2010); *Brizuela v. Copart, Inc.*, CIVRS11101592 (San Bernardino County Superior Court class
24 action settlement); *Augustus v. ABM Industries, Inc.*, BC336416, 2 Cal. 5th 257 (2016); *Tagaki*
25 *v. United Airlines*, 2:11-CV9191 (Central District class action settlement); *Babasa v. Comerica,*
26 *Inc.*, 3:11-CV00595; *Leyva v. Medline Industries, Inc.* 5:11-cv-00164 (Central District); *Blue v.*
27 *Coldwell Banker Residential Brokerage Co.*, BC417335 (Los Angeles County Superior Court,
28 class action settlement); and *Acosta v. Texwood Industries, Inc.*, 2:07-cv-03237-DDP-PLA

(Central District class action settlement).

9. Since opening my firm more than 12 years ago, I have served as lead counsel or co-class counsel in several wage and hour class and/or representative actions seeking wages and penalties owed on behalf of employees for which final approval of the settlement or class certification has been granted, including, but not limited to the following:

- *Holzer v. Wedbush Securities, Inc.*, BC550462 (Los Angeles County Superior Court wage and hour class action certifying class of independent contractors and appointing Protection Law Group, LLP as class counsel);
- *White v. Windy Pizza Plus, LLC*, BC593377 (Los Angeles County Superior Court wage and hour class action certifying class of all non-exempt employees and appointing Protection Law Group, LLP as class counsel);
- *Morera v. Continental Asset Mgmt.*, BC502003 (Los Angeles County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- *Fong et al. v. Regis Corporation*, 3:13-cv-13-04497 VC, (United States District Court, Northern District of California, wage and hour class action settlement and appointment Protection Law Group, LLP as class counsel in settlement);
- *Espinoza v. Financial Partners Credit Union*, BC502165 (Los Angeles County Superior Court wage and hour Class Action appointing Protection Law Group, LLP as class counsel in settlement);
- *Kesheshian, et al v. S. Cal. Logistics*, BC557981 (Los Angeles County Superior Court wage and hour class action appointing Protection law Group, LLP as class counsel in settlement);
- *Sampson v. 24 HR Homecare LLC*, BC586019 (Los Angeles County Superior Court wage and hour class action);
- *Glenn v. Decron Properties Corp.*, BCC 578035 (Los Angeles County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);

- 1 • *Torres v. Auto Rescue et al.*, RIC1509900 (Riverside County Superior Court
2 wage and hour class action appointing Protection Law Group, LLP as class
3 counsel in settlement);
- 4 • *Kashanian v. Plus Labs, Inc.*, 2016-1-CV-294231 (Santa Clara County Superior
5 Court wage and hour class action appointing Protection Law Group, LLP as
6 class counsel in settlement);
- 7 • *Cadena v. Tetra Property Management*, 257425 (Tulare County Superior Court
8 wage and hour class action appointing Protection law Group, LLP as class
9 counsel in settlement);
- 10 • *Drayton v. Hollywood Park Casino*, BC593935 (Los Angeles County Superior
11 Court wage and hour class action appointing Protection Law Group, LLP as
12 class counsel in settlement);
- 13 • *Khan v. FPI Management, Inc.*, JCCP4819 (Los Angeles County Superior
14 Court wage and hour class action appointing Protection Law Group, LLP as
15 class counsel in settlement);
- 16 • *Byrd v. Masonite Corp.*, 5:16-cv-00035-JGBKK (United States District Court,
17 Central District of California appointing Protection Law Group, LLP as class
18 counsel in settlement);
- 19 • *Hadrick v. Woodmont Real Estate Serv., et al.*, CIV 530405 (San Mateo County
20 Superior Court wage and hour class action appointing Protection Law Group,
21 LLP as class counsel in settlement);
- 22 • *Utterbach v. Daylight Transport, LLC et al.*, BC600994 (Los Angeles County
23 Superior Court wage and hour class action appointing Protection Law Group,
24 LLP as class counsel in settlement);
- 25 • *Lemus v. Slater Inc.*, CIVDS1703633 (San Bernardino County Superior Court
26 wage and hour class action appointing Protection Law Group, LLP as class
27 counsel in settlement);
- 28 • *Deluna v. Amerit Fleet Solutions et al.*, CIVDS1721564 (San Bernardino

County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);

- *Stone v. Universal Protection Services*, AAA Case No. 01-15-0002-7497 (American Arbitration Association wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- *Commick v. Prometheus Real Estate Group*, CIV531264 (San Mateo County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- *Martinez v. AMRO Fabricating Corp.*, BC681938 (Los Angeles County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- *Ramirez v. Western National Properties*, BC639319 (Los Angeles County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- *Hernandez v. Access Dental Plan et al.*, 34-2017-00220944 (Sacramento County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- *Fernandez v. Sumitomo Rubber North America, Inc.*, CIVDS1803211 (San Bernardino County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- *Gomez v. Fairway Staffing Services, Inc.*, BC689771 (Los Angeles County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- *Fuentes v. Communications Test Design, Inc.*, CIVDS1802427 (San Bernardino County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- *Hartline v. Senior Operations, LLC*, BC697665 (Los Angeles County Superior Court wage and hour class action appointing Protection Law Group, LLP as

- class counsel in settlement);
- *Carrozzella v. Basalite Concrete Products, LLC*, 34-2014-00220214 (Sacramento County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
 - *Howey v. Battery Systems, Inc.*, 2026114 (Stanislaus County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
 - *Correa v. Cashbak, LLC*, BC723845 (Los Angeles County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
 - *Lemus v. Cass Construction*, 37-2017-00028180 (San Diego County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
 - *Sales v. J.S. International Shipping Corp.*, 18CIV05048 (San Mateo County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
 - *Aparicio v. Advantage Painting*, CIVDS2013809 (San Bernadino County Superior Court approving PAGA Settlement);
 - *Rodriguez v. TheRealReal, Inc.*, CGC-19-574661 (San Francisco County Superior Court approving PAGA Settlement);
 - *Parm v. Think Together*, CIVDS1823659 (San Bernardino County Superior Court approving PAGA Settlement);
 - *Casey-Neith v. Pacific Union Financial*, 30-2018-01014980 (Orange County Superior Court approving PAGA Settlement);
 - *Wallace v. Alvarado Restaurant Group, LLC*, 20STCV26260 (Los Angeles County Superior Court approving PAGA Settlement);
 - *Adams v. West Marine Products, Inc.*, 19CIV00436 (San Mateo County Superior Court wage and hour class action appointing Protection Law Group,

1 LLP as class counsel in settlement);

- 2 • *Coronel, et al. v. CMH Manufacturing, Inc., et al.*, RIC2003070 (Riverside
3 County Superior Court approving PAGA Settlement);
- 4 • *Hernandez v. Acceptance Insurance Agency of Tennessee Inc.*, 20STCV03873
5 (Los Angeles County Superior Court wage and hour class action appointing
6 Protection Law Group, LLP as class counsel in settlement); and
- 7 • *Corea v. KHRG Argyle LLC, et al.*, 20STCV09640 (Los Angeles County
8 Superior Court wage and hour class action appointing Protection Law Group,
9 LLP as class counsel in settlement).

10 10. I am fully familiar with the legal and factual issues in this Action and have specific
11 experience litigating complex wage and hour actions as class actions, including employment cases
12 as set forth above.

13 11. Including myself, Protection Law Group includes nine attorneys, all of whom
14 actively and continuously represent plaintiffs in employment class actions and representative
15 actions, in Superior Courts throughout the State of California, in the Court of Appeal, and in
16 various Federal courts. Because of the unique history and nature of our practice, all of the
17 attorneys at Protection Law Group have a high level of knowledge and experience in labor and
18 employment law. Besides myself, the following attorneys at Protection Law Group expended
19 significant time in connection with this matter:

- 20 a. Amir Nayebdadash – Founding Partner of Protection Law Group, LLP. Mr.
21 Nayebdadash received his Bachelor of Arts degree from University of California,
22 Los Angeles and a Juris Doctor degree from Pepperdine University School of Law.
23 He was admitted to practice law in California in November of 2004, and has been
24 admitted to practice in all federal district courts in the State of California. Prior to
25 founding Protection Law Group, LLP, Mr. Nayebdadash worked at Littler
26 Mendelson, P.C., the largest labor and employment law firm in the United States.
27 In 2013, Mr. Nayebdadash and I founded Protection Law Group LLP. Since the
28 inception of Protection of Law Group, LLP, Mr. Nayebdadash has focused his

1 practice on the representation of employees against employers in California. Mr.
2 Nayebdadash has extensive experience in all aspects of employment litigation,
3 with a focus on wage and hour class and representative action, including, but not
4 limited to taking and defending depositions, briefing and arguing motions,
5 preparing for class certification, negotiating complex wage and hour settlements,
6 trial and appeal.

- 7 b. Shadi Sahebghalam – Associate at Protection Law Group, LLP. Ms. Sahebghalam
8 received her Bachelor of Liberal Arts degree from University of California, Los
9 Angeles and a Juris Doctor degree from Pacific Coast University, School of Law.
10 Ms. Sahebghalam was admitted to practice in California in April 2022 and is
11 admitted to practice law in Eastern and Southern Districts of California Federal
12 Courts. Prior to joining Protection Law Group, LLP, Ms. Sahebghalam’s practice
13 focused on representing plaintiffs in individual employment discrimination cases
14 and wage and hour disputes in state and federal court as well as arbitration. After
15 joining Protection Law Group, LLP, Ms. Sahebghalam’s practice has focused
16 solely on the representation of employee plaintiffs in complex wage and hour class
17 and representative actions.

18 12. The Settlement presented here only resulted after having engaged in extensive
19 discovery and investigation and is the product of hard-fought litigation and extensive arms’ length
20 negotiations. In my opinion as an experienced class counsel, the Settlement is fair, reasonable,
21 adequate, and in the best interests of the Class, Class Members, and State of California.

22 **PROCEDURAL HISTORY AND FACTUAL BACKGROUND**

23 13. Defendant J.G. BAILEY COMPANY MILLROCK WAY-2, LLC, (“Defendant”)
24 is a company that provides housekeeping and maintenance services to hotels and motels
25 throughout California. Defendant employed Plaintiff to work as an hourly-paid, non-exempt
26 employee from approximately November 2020 to approximately March 3, 2023. *See also*
27 Declaration of Yolanda Perez in support of Motion for Preliminary Approval of Class Action and
28 PAGA Settlement (“Perez Decl.”) ¶ 2.

1 informal discovery including all relevant policies and handbooks in place during the Class Period,
2 which included all applicable policies relating to meal breaks, rest breaks, timekeeping, the
3 payment of wages and other relevant areas of investigation, a randomly selected 20% sampling
4 of time and payroll data for the putative class, and figures and information regarding the class
5 size and composition. The randomly-selected 20% sampling included records for putative class
6 members who were employed throughout different time periods during the Class Period, a
7 sampling of the time and payroll data for all non-exempt employees of Defendants in the State of
8 California since April 12, 2020, that is representative of the Class. With this data for the Class,
9 Plaintiff's Counsel and their retained expert were able to perform a comprehensive damages
10 analysis and estimate Defendant's potential violations, liability, and exposure, including, and not
11 limited to, analyzing time and pay data, considering potential meal period violations, potential
12 rest period violations, potential synthetic meal period recordings, unpaid and rest period
13 premiums, rounding, overtime and premium payments, etc. This discovery and investigation
14 allowed Plaintiff's Counsel to perform a comprehensive damages analysis and estimate
15 Defendant's potential liability on a class and PAGA basis.

16 21. Following a comprehensive review and analysis of the documents and information
17 exchanged during the informal discovery process, and immediately prior to the scheduled
18 mediation, the Parties successfully reached a resolution of their dispute through direct and
19 voluntary negotiations. The Parties engaged in intensive and good-faith settlement discussions,
20 during which they thoroughly evaluated and debated the merits of their respective positions.
21 These discussions included candid exchanges concerning the factual and legal strengths and
22 weaknesses of the asserted claims and defenses. The resolution was achieved through mutual
23 understanding and compromise, reflecting the Parties' informed assessment of the risks, costs,
24 and potential outcomes associated with continued litigation.

25 22. The Parties were eventually able to reach an agreement to settle the matter on a
26 class and representative basis for a Gross Settlement Amount of \$322,100.00. Thereafter, on May
27 16, 2024, the Parties began negotiating a long-form settlement agreement.

1 23. Over the course of several months, the Parties have undertaken sustained and
2 diligent efforts to negotiate, refine, and finalize the terms of a comprehensive long-form
3 settlement agreement intended to resolve all claims asserted in the Action. These efforts included
4 multiple rounds of negotiation, exchange of draft agreements, and substantive discussions
5 regarding the scope, structure, and implementation of the proposed resolution. The Parties worked
6 collaboratively and in good faith to memorialize the material terms of the settlement.

7 24. On July 18, 2025, following the completion of these negotiations, the Parties
8 entered into a fully executed Joint Stipulation of Class Action and PAGA Settlement (“Settlement
9 Agreement” or “Settlement”).

10 25. Now, following significant investigation into the alleged claims, and lengthy
11 settlement discussions, Plaintiff hereby moves for preliminary approval of the proposed
12 Settlement Agreement and have notified the LWDA of the proposed Agreement.

13 26. Pursuant to California Labor Code § 2699(1)(2), a copy of the proposed Joint
14 Stipulation of Class Action and PAGA Settlement and Class Notice, as well as information
15 regarding the preliminary approval hearing on this matter, were submitted to the LWDA via
16 online filing at [https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-](https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html)
17 [General-Act.html](https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html) on October 1, 2025.

18 **SUMMARY OF THE TERMS OF SETTLEMENT**

19 27. Plaintiff seeks preliminary approval of the proposed Class Action and PAGA
20 Settlement and Class Notice. Attached hereto as **Exhibit 2** is a true and correct copy of the Joint
21 Stipulation of Class Action and PAGA Settlement (hereinafter “Settlement Agreement” or
22 “Settlement”). A true and correct copy of the proposed Notice of Proposed Class Action
23 Settlement (“Class Notice”) is attached to the Settlement Agreement as **Exhibit A**.

24 28. Plaintiff seeks to provisionally certify the following class for settlement purposes:
25 all current and former hourly paid, non-exempt employees of J. G. Bailey Company Millrock
26 Way-2, LLC who were employed by J. G. Bailey Company Millrock Way-2, LLC in the State of
27 California at any time during the Class Period. *See* Settlement Agreement ¶ 2. The Class Period
28 and release of claims covers the time period from April 12, 2020 through July 31, 2024 (“Class

Period”). *See* Settlement Agreement ¶¶ 7.

29. According to information provided to Plaintiff’s Counsel by Defendant’s Counsel, the proposed Class contains approximately 69 settlement Class Members, which includes approximately 35 PAGA Members.

30. Subject to Court approval, the Parties have agreed to settle the Class and PAGA claims at issue in the Action for a non-reversionary Gross Settlement Amount of \$322,100.00. Settlement Agreement ¶¶ 18.

31. The Gross Settlement Amount will initially be allocated as follows:

- a. Class Counsel’s Attorneys’ Fees in an amount of thirty-five percent (35%) of the Gross Settlement Amount, amounting to \$112,735.00.
- b. Class Counsel’s reasonable and actual litigation costs and expenses, not to exceed \$35,000.00.
- c. Settlement Administration Costs for services performed by the Settlement Administrator, estimated not to exceed \$10,000.00.
- d. A Class Representative Enhancement Payment to named Plaintiff Yolanda Perez in the amount of \$10,000.00.
- e. PAGA Payment of \$25,000.00 including the distribution of \$18,750.00 to the LWDA, which constitutes 75% of the settlement amount allocated to the PAGA claims, and \$6,250.00 (“PAGA Penalties”) of which will be distributed to PAGA Members.

Settlement Agreement ¶¶ 4, 5, 8, 17, 18, 64(a)-(d),

32. After deducting these amounts, the Net Settlement of approximately \$ 129,365.00 shall be distributed to each Participating Class Member his or her Settlement Share from the Settlement Account. The Settlement Administrator shall assign to each Participating Class Member a Settlement Share which shall be equal to the Workweek Value multiplied by each Participating Class Member’s Individual Workweeks. Settlement Agreement ¶¶ 30, 53, 59(c).

33. Additionally, as stated above, PAGA Members shall receive a *pro-rata* share of the funds from the PAGA Penalties allocated for distribution to each PAGA Group Members.

Settlement Agreement ¶¶ 17, 60, 64(c).

34. The payment to each Class Member will vary based on the number of workweeks the Class Member worked, and whether they are entitled to a share of the PAGA Penalties, but will provide an average estimated payment of \$357.14.

35. The payment to each Class Member will vary based on the number of workweeks the Class Member worked, and whether they are entitled to a share of the PAGA Penalties.

36. Each PAGA Payment Share is intended to settle the PAGA Group Members' claims for civil penalties and one hundred percent (100%) of each PAGA Payment Share shall represent civil penalties. Settlement Agreement ¶ 62.

37. Employer-side payroll taxes shall be paid by Defendant separately from and in addition to the Gross Settlement Amount. Settlement Agreement ¶¶ 12, 18, 63, 65.

38. The funds represented by Settlement Share and/or PAGA Payment Share checks remaining uncashed for more than one hundred and eighty (180) calendar days after issuance shall be voided and then shall be transmitted to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code Section 1500, *et seq.*, in the names of those Participating Class Members and/or PAGA Group Members who did not cash their checks until such time they claim their property. The Parties agree that this disposition results in no "unpaid residue" under California Civil Procedure Code § 384, as the entire Net Settlement Amount will be paid out to Participating Class Members, whether or not they all cash their settlement checks. Settlement Agreement ¶ 56.

THE SETTLEMENT IS REASONABLE

Method of Distribution

39. The proposed settlement is based on the number of Workweeks worked by each Class Member during the Class Period. This method is commonly used in wage and hour class actions because it relies upon objective evidence of the total weeks of employment, which Class Members can easily review and confirm for themselves. This information is readily available from Defendant's records, and the Settlement Administrator can apply the formula in a fair and

transparent manner.

40. Additionally, this method of distribution is commonly used in wage and hour class actions because it allows for a distribution that corresponds closely to the alleged damages since employees experience the same working conditions, so their damages are directly related to the amount of time they were employed.

41. The effectiveness of Plaintiff's Counsel in prosecuting this case has translated into monetary benefits for the Settlement Class, PAGA Members, and State of California in the following respects: (1) the Settlement Class, PAGA Members, and State of California will recover over a reasonably short period of time as opposed to waiting additional years for the same, or possibly, a worse, result; (2) a guaranteed result that compares favorably with other similar class action settlements of this type; and (3) significant savings in Class Counsel's fees and costs which would have only increased significantly had the case progressed through trial, appeals, and continued litigation.

Discovery and Informed Arms-Length Negotiations

42. Settlement was reached in this matter only after extensive discovery and investigations, including review and analysis of a class wide sampling of time and payroll data, as well as information and documentation concerning the claims set forth in the complaint, such as Defendant's employee handbooks and relevant wage and hour policies and procedures, information regarding the number of putative Class Members and the number of current versus former employees, the total workweeks and pay periods worked by the Class, the average rates of pay for the Class, information regarding employees' job positions and job duties, and investigating potential witnesses. This investigation allowed Plaintiff's Counsel to act intelligently in negotiating the settlement. Plaintiff's Counsel thoroughly reviewed the informal discovery prior to the mediation and conducted a class-wide assessment and analysis of Defendant's potential damages based on the documents and information provided. The Parties extensively briefed the strengths and weaknesses of Plaintiff's claims and Defendant's defenses and provided their analyses to each other for further consideration.

43. The Parties agreed to attend an all-day mediation with Lynn Frank, Esq., a highly

1 respected mediator with particular experience in wage and hour class actions. On the eve of the
2 scheduled mediation, the Parties successfully resolved their dispute through direct and voluntary
3 negotiations, having engaged in intensive, arm's-length settlement discussions conducted in good
4 faith, were adversarial. Defendant at all times maintained that it had complied with California
5 wage and hour laws. Likewise, Plaintiff was prepared to vigorously litigate the Action. The
6 proposed settlement was reached at the end of a process that was neither fraudulent nor collusive
7 and was reached only after intensive, arm's-length discussion which allowed the Parties to reach
8 a compromise of the hotly disputed claims. The Parties continued to negotiate the form of the
9 proposed stipulated settlement agreement with both sides revising the agreement multiple times
10 before reaching the final settlement terms presently before the Court.

11 **Estimate of Maximum Potential Value**

12 44. Plaintiff's Counsel analyzed all available data and estimated Defendant's
13 maximum potential exposure at approximately \$1,498,173.24 assuming the litigation was
14 successful at trial on the claims at issue, and then reduced this exposure analysis based on the
15 likelihood of obtaining class certification, prevailing at trial, and other attendant risks. At the time
16 of the resolution, there were approximately 6,442 workweeks at issue. Based on the average rate
17 of pay during the Class Period of \$15.01 and finding a presumptive meal period violation rate of
18 62%, Plaintiff's Counsel estimated the maximum total meal break damages of \$299,752.70 for
19 all Class Members. Rest breaks were unrecorded and were thus difficult to gauge. However, based
20 on Plaintiff's investigation and discovery into the same types of practices that were leading to
21 employees missing meal breaks, or receiving short and late meal periods, Plaintiff's Counsel
22 estimated a 62% violation rate with respect to rest breaks, which resulted in an estimated total
23 rest break damages of \$299,752.70. Plaintiff's claims for overtime and minimum wage were
24 based on off-the-clock work. Based on these practices Plaintiff's Counsel estimated that
25 Defendant owed the Class approximately \$145,073.84 in unpaid minimum wages and overtime,
26 and Plaintiff estimated there was approximately \$6,900.00 in unreimbursed business expenses.
27 Waiting time penalties amounted to \$216,144.00 Penalties for inaccurate wage statements
28 amounted to \$84,050.00. Finally, Plaintiff's Counsel also analyzed Defendant's potential non-

1 duplicative penalties arising under PAGA, including violations of Labor Code section 204 and
2 1174(d), which could potentially have amounted to approximately \$446,500.00. However, during
3 the negotiations, Defendant raised several issues, including dismissing the class claims, which
4 impacted the risks attendant to proceeding on a class-wide basis which Plaintiff had to take into
5 consideration for a more realistic damages analysis as detailed below.

6 **Analysis of Specific Claims and Risks Considered**

7 45. While Plaintiff believes Defendant faced significant exposure, substantial barriers
8 to a class recovery exist and Plaintiff faced numerous challenges attempting to bring the alleged
9 claims on a class and representative basis.

10 46. Defendant contended that Plaintiff's claims in general were not suitable for class
11 certification because individual issues and affirmative defenses would predominate should this
12 case go to trial. *See Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th 1051 (2012); *Duran*
13 *v. U.S. Bank Nat. Assn.*, 59 Cal.4th 1, 35-36 (2014). While Plaintiff and Plaintiff's Counsel
14 disagree with Defendant's predictions, they also recognize that there is a significant risk that the
15 Court may deny class certification.

16 ***Meal Period Analysis***

17 47. For instance, a large portion of Defendant's estimated overall liability lies in
18 Plaintiff's meal and rest period claims. Meal period claims have become increasingly difficult to
19 certify in recent years and Defendant contended its practices were lawful. *See Brinker*, 53 Cal.
20 4th at 1034-35. Plaintiff's meal period theory of liability was based upon Defendant's failure to
21 provide timely, full, and/or uninterrupted meal periods. Plaintiff contended that Defendant's
22 staffing practices and rigorous expectations prevented employees from receiving compliant,
23 timely, and uninterrupted meal periods. Plaintiff contended that Defendant failed to pay meal
24 period premiums for missed, late, short, or interrupted meal periods that arose as a result of these
25 practices.

26 48. Based on a review of and analysis of a sampling of time and payroll data and
27 Plaintiff's Counsel's investigations, Plaintiff's Counsel found a meal period violation rate of
28 approximately 62%. Accordingly, based upon information regarding the Class workweeks being

1 at 6,442 average rate of pay being \$15.01/hr, and calculating a 5-day workweek, Plaintiff's
2 Counsel estimated potential meal period damages amounting to \$299,752.70 [(6,442 workweeks
3 x 5 days x \$15.01) x 62.0% violation rate].

4 49. However, meal period claims have been increasingly difficult to certify in recent
5 years and Defendant argued that its meal period policies and practices throughout the Class Period
6 were lawful. Defendant also contended that to the extent that putative class members failed to
7 take their meal periods or took a short or late meal period, they did so voluntarily. As such,
8 Defendant contended the records that indicated non-compliant meal periods had been waived.
9 Defendant argued that investigation into these meal periods would raise multiple individual issues
10 that would pose challenges to certification, including and whether meal periods were non-
11 compliant, why they were non-compliant, and whether they had been waived. Defendant
12 contended that these highly individualized questions of fact would prevent class certification and
13 serve as a defense even if this claim was certified.

14 50. While Plaintiff's Counsel disagreed with Defendant's arguments and factual
15 contentions, Plaintiff's Counsel recognized the circumstances and realities of the case, applicable
16 case law and regulations, costs and expenses of further litigation and certification, and risks to
17 recovery, associated with this claim. Accordingly, Plaintiff applied a 50% discount for risks
18 associated with certification of this claim and a separate 50% discount for the risks of succeeding
19 on the merits, establishing liability, and proving damages, resulting in a final valuation of
20 \$74,938.18 (\$299,752.70 initial evaluation x 50% discount x 50% discount).

21 ***Rest Period Analysis***

22 51. Like Plaintiff's meal period claims, the alleged rest period violations were based
23 primarily on what Plaintiff believed was Defendant's practice of having employees work during
24 purported breaks. Plaintiff contended that Defendant failed to provide Class Members with
25 timely, full, and uninterrupted rest periods. Plaintiff also contended that rest periods, when
26 provided, were regularly interrupted or cut short.

27 52. While rest periods were not required to be recorded, and were thus difficult to
28 analyze, Plaintiff estimated that the types of practices leading to meal period violations would

likely have a similar impact on employees' ability to take a compliant rest period. Based on Plaintiff's Counsel's investigation and discovery into the same types of practices that were leading to employees missing meal breaks, or receiving short and late meal periods, Plaintiff's Counsel estimated that putative class members received a non-compliant a rest period on average 62% of the time throughout the Class Period. Accordingly, based upon information regarding the Class workweeks being at 6,442, average rate of pay being \$15.01/hr., and calculating a 5-day workweek, Plaintiff's estimated rest period damages could amount to \$299,752.70[(6,442 workweeks x 5 days x \$15.01) x 62% violation rate].

53. In contrast, Defendant argued that its practices were lawful and that all employees were provided with an opportunity to take a rest period for every four hours worked or major fraction thereof. Defendant argued that whether employees had received a compliant rest period, the reason why a putative class member failed to receive a compliant rest period, and whether such rest period was waived raised individual issues that could not be certified and that even if such a claim could be certified, Plaintiff would be unable to adequately prove the alleged damages given the lack of records.

54. Litigating rest period claims is inherently difficult as an employer's records, as is the case here, do not usually indicate when a rest period is short, late, interrupted or missed entirely. While Plaintiff's Counsel disagree with Defendant's arguments and factual contentions, there were significant risks associated with this claim. Accordingly, Plaintiff applied a 50% discount for risks associated with certification of this claim and a 50% discount associated with the risks of succeeding on the merits, establishing liability, and proving the extent of damages and ultimately obtaining this award. This resulted in a risk-based estimate of approximately \$74,938.18 (\$299,75270 initial evaluation x 50% discount x 50% discount).

Minimum Wage and Overtime Claims

55. Plaintiff alleges that Defendant failed to pay putative class members overtime and minimum wages as a result of uniform policies, practices, and procedures, that required the putative class members to perform work during meal periods, and before clocking-in and after clocking-out so they did not incur overtime. Plaintiff alleges that Defendant maintained policies

1 and practices that encouraged unauthorized off-the-clock work by requiring all overtime to be
2 pre-approved and disciplining employees who worked unauthorized overtime. Plaintiff alleges
3 that Defendant was aware off-the-clock was being performed and that this off-the-clock work
4 was the direct result of Defendant's staffing decisions and policies. Plaintiff's Counsel estimated
5 as a result of these violations class members incurred approximately one hour of unpaid wages
6 per week.

7 56. Thus, based upon information regarding the Class workweeks being at 6,442,
8 average overtime rate of pay being \$22.52/hr (\$15.01 average hourly rate x 1.5), and calculating
9 one (1) hour of unpaid wages per week, Plaintiff's Counsel estimated potential unpaid wages
10 damages amount to \$145,073.84 (6,442 workweeks x 1 hour per workweek x \$22.52 overtime
11 rate).

12 57. Defendant contended that its overtime policies and practices comply with the law
13 and that it paid putative class members over the minimum wage for all hours worked. Defendant
14 also produced wage records reflecting overtime compensation paid to many of the putative class
15 members. Defendant further contended that all employees were required to record all time
16 worked and that Defendant was not aware that any work had been performed off-the-clock.
17 Defendant also argued that individual liability issues predominate, including: (1) whether each
18 employee worked off-the-clock; (2) whether Defendant knew or should have known about each
19 employee's off-the-clock work; (3) whether each employee worked overtime; and (4) whether
20 Defendant knew or should have known that each putative class member performed overtime
21 work. Moreover, given that these claims were based on off-the-clock work not reflected in
22 Defendant's time records, Defendant argued that proving damages at trial would not be
23 manageable.

24 58. Plaintiff disagrees with Defendant's contentions but acknowledges that claims
25 regarding off-the-clock work involve substantial challenges in obtaining and maintaining class
26 certification, establishing liability and providing damages, in light of potential individualized
27 issues and the lack of records. Accordingly, Plaintiff's Counsel discounted their initial valuation
28 of this claim by 50% to account for risks regarding certification and by 50% for the risks

1 associated with succeeding on the merits, establishing liability, proving the extent of damages
2 and ultimately obtaining this award. This resulted in a risk-based estimate of approximately
3 \$36,268.46 with respect to these claims (\$145,073.84 initial evaluation x 50% discount x 50%
4 discount).

5 ***Waiting Time Penalties Claims***

6 59. Plaintiff alleges that Defendant intentionally and willfully failed to pay Plaintiff
7 and other putative class members all wages due to them during employment and due to them upon
8 termination, within the time period permissible under California law as a result of Defendant's
9 failure to pay employees all wages due from off-the-clock work, as well as unpaid meal and rest
10 period premiums. Based on the information provided by Defendant there were approximately 60
11 employees within the 3-year statute of limitations who Plaintiff believes are entitled to waiting
12 time penalties. Accordingly, waiting time penalties were calculated for the estimated 60
13 employees who left their employment with Defendant during the three-year period since the filing
14 of the complaint and calculating a 5-day workweek with an 8-hour workday. The penalties were
15 calculated for each former employee at 30 days of pay at the estimated average hourly rate of
16 \$15.01 thus amounted to penalties amounting \$3,602.40 per class member (\$15.01 x 8 hours x 30
17 days) or \$216,144.00 total for the Class (\$3,602.40 per class member x 60 former employees).

18 60. However, there were substantial risks associated with Plaintiff's waiting time
19 penalties claims. First, these claims were derivative of Plaintiff's previous claims and if those
20 underlying claims are denied on manageability, these claims would also likely fail. Further, even
21 if Plaintiff prevailed on her underlying off-the-clock claims, he would still be required to
22 demonstrate that Defendant's violations of Labor Code § 203 were willful violations, a difficult
23 prospect. Accordingly, Plaintiff's initial valuation of this claim was discounted by 50% to account
24 for risks regarding certification and 75% for the risks associated with succeeding on the merits,
25 establishing liability, proving the extent of damages, and ultimately obtaining this award. This
26 resulted in a risk-based estimate of approximately \$27,018.00 with respect to this claim
27 (\$216,144.00 initial evaluation x 50% discount x 75% discount).

Wage Statement Claims

61. Plaintiff contended that throughout the Class Period there were derivative violations arising from the claims alleged above such that the wage statements failed to list the total number of hours worked, the actual gross wages earned, and the correct rates of pay.

62. Labor Code section 226(e) penalties are calculated for the estimated 35 Class Members employed by Defendant since April 12, 2023, at the rate of \$50.00 for the initial violation and \$100.00 for each subsequent violation.

63. Based on these claims and assuming a violation could be proven once per pay period for each of the 35 employees employed during the 1-year time period employees were eligible for penalties and information that there were 858 pay periods since April 12, 2023, Plaintiff estimated potential penalties for wage statement violations of approximately \$84,050.00 $[(\$50.00 \text{ for initial violation} \times 35 \text{ employees}) + (\$100.00 \text{ for subsequent violations} \times [858 \text{ pay periods} - 35 \text{ initial pay period}])]$.

64. There are also substantial risks associated with Plaintiff's claims for waiting time penalties and wage statement claims. First, these claims were derivative of Plaintiff's previous claims and if certification was denied on those underlying claims, these claims would also likely fail. Moreover, even if Plaintiff prevailed on their underlying off-the-clock claims, they would still be required to demonstrate that Defendant's violations of Labor Code §203 were willful violations, a difficult prospect. *See, e.g., Choate v. Celite Corp.*, 215 Cal App. 4th 1460, 1468 (2013) (holding that "an employer's reasonable, good faith belief that wages are not owed may negate a finding of willfulness"). Wage statement claims have also seen varying treatment at the appellate level because such claims have an element of discretion attached to them rather than a pure calculation of damages after liability is proven. *Cf., Jaimez v. DAIOHS USA, Inc.*, 181 Cal.App.4th 1286 (2010) *with Price v. Starbucks Corp.*, 192 Cal.App.4th 1136 (2011). Accordingly, these derivative claims, which comprised a substantial portion of Defendant's estimated potential liability, are extremely risky. Accordingly, Plaintiff applied a 50% discount associated with the risks of certification of this claim and a 75% discount in recognition of the additional merit-based hurdles for a final estimated liability for this claim of \$10,506.25.

($\$84,050.00 \times 50\%$ discount for issues related to certification * 75% for merits related challenges).

Business Expense Claims

65. Plaintiff contends that Defendant failed to reimburse Plaintiff and other putative class members for necessary business expenses such as the costs associated with the purchase of uniforms and other work-related clothing and the cleaning and maintenance of such uniforms. Defendant disputed that Plaintiff and any putative class member were required to make special purchases or incur these expenses. At the time of the mediation, the Class consisted of approximately 69 employees. Based on Plaintiff's Counsel's investigation, Plaintiff estimated that even if it could be established that employees were required to undertake these expenses employees were unlikely to have incurred more than \$100.00 in unreimbursed business expenses or approximately \$6,900.00. (69 employees x \$100.00).

66. Defendant further contended that the reason for why a putative class member undertook certain expenses, while not others, and failed to receive reimbursement for certain expenses, while not others, would raise individual issues that could not be certified. Taking into consideration Defendant's points, Plaintiff's Counsel then discounted this amount by 75% for issues relating to certification of this claim and 75% for issues pertaining to the merits, establishing liability, proving damages, and ultimately obtaining an award. This resulted in a risk-based adjustment of \$431.25 for this claim ($\$6,900.00$ initial evaluation x 75% discount x 75% discount).

PAGA Claims

67. Plaintiff's counsel also separately contemplated the risks of proceeding with the PAGA claims and the potential liability Defendant could face from these claims.

68. The Parties agreed during settlement negotiations to allocate \$25,000.00 of the Settlement towards the PAGA claims, which represents approximately 7.76% of the Gross Settlement Amount. This percentage of the settlement allocated to the PAGA claims is well above the range in PAGA settlements regularly approved in both state and federal court for cases that include both a class and PAGA action. Courts have approved allocations of as little as 1.0% of the Gross Settlement Amount. *See, e.g.,*

- *Davis v. Brown Shoe Co.*, 2015 U.S. Dist. LEXIS 149010 (E.D. Cal. 2015) (PAGA Payment of \$5,000 in a \$1.5 million class settlement);
- *Zamora v. Ryder Integrated Logistics, Inc.*, 2014 U.S. Dist. LEXIS 184096 (S.D. Cal. 2014) (\$7,500 payment to LWDA for PAGA on a \$1.5 million class settlement);
- *Lusby v. Gamestop Inc.*, 2015 U.S. Dist. LEXIS 42637 (N.D. Cal. 2015) (PAGA Payment of \$5,000 in a \$500,000 class settlement);
- *Cruz v. Sky Chefs, Inc.*, 2014 U.S. Dist. Lexis 17693 (N.D. Cal. 2014) (approving payment of \$10,000 to the LWDA for PAGA out of \$1,750,000 class settlement);
- *Chu v. Wells Fargo Investments, LLC*, 2011 WL 672645, *1 (N.D. Cal. 2011) (approving PAGA payment of \$7,500 to the LWDA out of \$6.9 million common-fund settlement);
- *Martino v. Ecolab Inc.*, No. 3:14CV04358 (N.D. Cal. 2017) (\$100,000 allotted as PAGA penalties or 0.48% of \$21,000,000 settlement amount);
- *East v. Comprehensive Educational Services Inc.*, Case No. 11-CECG-04226 (2015) (\$10,000 allotted as PAGA penalties or 0.13% of \$7,595,846 settlement amount);
- *Bararsani v. Coldwell Banker Residential Brokerage Company*, Case No. BC495767 (2016) (\$10,000 allotted as PAGA penalties or 0.22% of \$4,500,000 settlement amount);
- *Rico v. Cardinal Health 200 Inc.*, No. CIVRS-14-01451 (2017) (\$5,000 allotted as PAGA penalties or 0.14% of \$3,500,000 settlement amount);
- *Moppin v. Los Robles Medical Center*, No. 5:15CV01551 (C.D. Cal. 2017) (\$15,000 allotted as PAGA penalties or 0.40% of \$3,775,000 settlement amount);
- *Scott-George v. PVH Corporation. No.*, 2:13CV00441 (E.D. Cal. 2017) (\$15,000 allotted as PAGA penalties or 0.46% of \$3,250,000 settlement amount);
- *Hart v. Parkview Community Hospital Medical Center*, No. RIC-14-06044 (2016) (\$10,000 allotted as PAGA penalties or 0.39% of \$2,550,000 settlement amount);
- *Nehrlich v. RPM Mortgage Inc.*, No. 30-2013-00666783-CU-OE-CXC (2017) (\$10,000 allotted as PAGA penalties or 0.40% of \$2,500,000 settlement amount);

1 • *Kelley v. The Related Companies of California L.L.C.*, No. CIVDS-13-07167
2 (2016) (\$10,000 allotted as PAGA penalties or 0.50% of \$2,000,000 settlement amount); and

3 • *Castrejon v. O'Connell Landscape Maintenance Inc.*, No. RIC-12-12798 (2015)
4 (\$5,000 allotted as PAGA penalties or 0.33% of \$1,500,000 settlement amount).

5 69. Settlements that allocate only 1% of the total settlement value to resolve PAGA
6 claims is typical of wage and hour settlements and PAGA amounts as little as 0.27% of the Gross
7 Settlement Amount have been approved as reasonable by courts.

8 70. Labor Code § 204 could be recovered either through Labor Code § 210 or PAGA,
9 but as a matter of law, Plaintiff is not entitled to a duplicative recovery. *See* Labor Code § 210(c)
10 (permitting recovery of penalties through § 210 or PAGA, but not both).

11 71. Moreover, since Defendant denied and continues to deny that it ever violated any
12 provision of the California Labor Code, Defendant would likely have argued, that, even if,
13 *arguendo*, such violations occurred, heightened penalties should not apply because Defendant
14 had not received notice from a labor agency or Court that they were violating the law. *See, e.g.,*
15 *Amaral v. Cintas Corp. No. 2*, 163 Cal.4th 1157, 1209 (2008).

16 72. Defendant also contended that when determining whether or not to assess a
17 penalty, the court exercises the same discretion as the Labor Commissioner and may reduce the
18 penalties to be assessed against the employer pursuant to California Labor Code section
19 2699(e)(1)-(2). As such, Defendant contended that, with respect to a PAGA claim, the Court was
20 unlikely to assess cumulative penalties because it would be unjust, arbitrary, oppressive, and/or
21 confiscatory, especially where certain conduct may be governed by multiple provisions of the
22 California Labor Code that are interrelated and work in tandem.

23 73. Defendant also contended that adjudication of claims arising under PAGA would
24 not be manageable and that the individualized inquiries Defendant argued would defeat
25 certification of the alleged claims would also prevent Plaintiff from demonstrating that the PAGA
26 claim could be successfully managed and adjudicated without abridging Defendant's due process
27 rights.

28 74. Defendant maintained that, in addition to its strong arguments against the

underlying claims, taking the current unsettled state of law, it would be unjust to award the maximum potential PAGA penalties. There is a dearth of law and guidance regarding trials and/or assessments of penalties under the PAGA statute, and there is no clearly established methodology for the valuation and/or assessment of PAGA penalties.

75. Plaintiff's Counsel also recognizes that the PAGA claims would be subject to the same defenses and risks as Plaintiff's class claims, as well as defenses unique to PAGA, the substantial risk that PAGA penalties may not be stacked for violations based on the same conduct, and the substantial risk that PAGA penalties may be reduced where they are duplicative, arbitrary or oppressive.

76. In total Plaintiff estimated total liability under PAGA could potentially amount to as much as \$446,500.00. However, a discount of 50% was applied to account for the risks associated with establishing manageability of these claims and a discount of 50% was applied to account for the risks associated with succeeding on the merits, establishing liability, proving the extent of penalties that are warranted. Further, an additional 25% discount was applied in order account for the unique risks associated with PAGA including the potential that the Court could reduce any assessed penalties. This resulted in an estimated liability of \$83,718.75 even without factoring in the unique risks associated with PAGA actions.

General Considerations

77. For all claims and when considering the Settlement generally, Plaintiff's Counsel also recognized that, even if Plaintiff prevailed at class certification, proving the amount of wages due to each Class Member would be an expensive, time-consuming, and extremely uncertain proposition. In order to prove liability and damages, Plaintiff's Counsel will need to request and analyze thousands of pages of documents, obtain the Class Members' contact information, contact them and obtain numerous declarations at great expense. Obtaining the cooperation of current employees would also be difficult, given the likely reluctance to aid prosecution of a lawsuit against a current employer. On the other hand, Defendant would likely be able to obtain the cooperation of their employees. Moreover, even if Plaintiff prevailed at class certification and trial, possible appeals would substantially delay any recovery by the Class.

1 78. Therefore, taking into account the strengths and weaknesses of each claim, the
2 unique risks associated therewith, the general risks associated with litigating the case,
3 Defendant's financial condition and its ability to fund a class-wide settlement and judgment, and
4 the significant additional costs and expenses that would be incurred by both sides in litigating the
5 Action through class certification, trial, and appeals, my office estimated an overall adjusted risk-
6 based liability based on the primary claims at issue of approximately \$307,819.06.

7 79. I therefore submit that the Settlement is fair, reasonable, and adequate. The
8 Settlement is in the best interest of the Class Members, Aggrieved Employees, and State of
9 California and is within the accepted range of recoveries for this type of litigation given the
10 inherent risk of litigation, the risk of obtaining and maintaining class certification, and the costs
11 of further litigation.

12 **THE REQUESTED ENHANCEMENT PAYMENT IS REASONABLE**

13 80. Plaintiff initiated this litigation on behalf of her former co-workers who will now
14 benefit from the settlement. Plaintiff invested substantial time and effort into litigation including
15 conducting her own research, reviewing documents and extensive discussions with Class
16 Counsel. For these reasons, Plaintiff requests service and release award of \$10,000.00 be
17 preliminarily approved by the Court. Further, the requested amount is also extremely reasonable
18 given the benefit gained by other Class Members. *See* Perez Decl. ¶¶2-18.

19 81. Notice of the requested award is disclosed to the Settlement Class Members in the
20 Class Notice and should be preliminarily approved by the Court. *See* Settlement Agreement, **Ex.**
21 **A.**

22 82. Throughout the litigation, Plaintiff spent substantial time and effort searching for
23 relevant documents, speaking with Class Counsel, and providing the facts and evidence necessary
24 to prove the allegations. Plaintiff actively attempted to obtain information that would benefit the
25 Settlement Class. Prior to signing the Settlement Agreement, Plaintiff reviewed the Settlement
26 Agreement, asked questions, and discussed the settlement with Class Counsel. The information
27 and documentation provided by Plaintiff was instrumental in asserting the alleged wage and hour
28 violations in the Action, and the recovery provided for in the Settlement would have been

impossible to obtain without her participation. These services unquestionably merit the requested Enhancement Payment. *See* Perez Decl. ¶¶2-18.

83. At the same time, Plaintiff faces many risks in adding herself as class representative in the Action. Plaintiff faces actual risks with her future employment, as putting herself on public record in an employment lawsuit could also very well affect her likelihood for future employment. Despite this, Plaintiff still chose to bring this litigation on behalf of others and have put those interests ahead of her own.

84. As a result of Plaintiff's service, approximately 69 of her former co-workers will have the opportunity to participate in a settlement related to alleged wage violations they may have never known about on their own or been willing to pursue on their own. If these co-workers would have tried to pursue their legal remedies on their own, that would have resulted in each having to expend a significant amount of their own monetary resources and time, which was obviated by Plaintiff making those allegations on behalf of these other individuals.

85. Plaintiff has also agreed to a general release of her claims that is broader than that of her former co-workers. Plaintiff has not received any compensation to date, but should be compensated for the time, effort, and risks she took to bring the Action on behalf of others.

ATTORNEYS' FEES AND COSTS

86. Plaintiff's Counsel's fees incurred are in line with the common fund requested. Here, the requested attorneys' fees of \$112,735.00, which is thirty-five percent (35%) of the Gross Settlement Amount are disclosed to Class Members in the proposed Notice. *See* Settlement Agreement ¶4. Plaintiff's Counsel has achieved an excellent result for the Class during hard fought negotiations. Plaintiff's Counsel has extensive experience in wage and hour disputes and was able to use their extensive experience and skills to achieve this result. The Motion for Final Approval will elaborate on the nature of the legal services provided, the time incurred in performing those services, and Plaintiff's Counsel's hourly rates. The Motion for Final Approval will also elaborate on the reimbursement for costs sought by Plaintiff's Counsel, which are currently estimated not to exceed \$35,000.00. Notice of Plaintiff's Counsel's requested fees are disclosed to the Class in the Class Notice. *See* Settlement Agreement, **Ex. A.**

1 **THE METHOD OF NOTICE IS VERY LIKELY TO GIVE ACTUAL NOTICE**

2 87. Subject to the Court's Approval, the Parties have agreed to have Phoenix Class
3 Action Administrators, to administer the Settlement. Settlement Agreement ¶ 28. The Settlement
4 Administrator has estimated its costs not to exceed \$5,995.00 Neither Plaintiff nor her Counsel
5 have any financial interest in the Settlement Administrator or otherwise have a relationship with
6 the Settlement Administrator that could create a conflict of interest. *Id.*

7 88. Within fourteen (14) days after the Court grants preliminary approval of the
8 Settlement, Defendant will provide to the Settlement Administrator the following information for
9 each Class Member: (1) full name; (2) last known home address; (3) last known telephone
10 number; (4) social security number; (5) start and end dates of active employment as an hourly-
11 paid or non-exempt employee of Defendant in the State of California; (6) total Workweeks during
12 the Class Period; (7) total Workweeks during the PAGA Period; and (8) any other information
13 required by the Settlement Administrator in order to effectuate the terms of the Settlement.
14 Settlement Agreement ¶¶ 6, 44(a).

15 89. If a Class Notice is returned by the U.S. Postal Service because of an incorrect
16 address, the Settlement Administrator will promptly, and not later than five (5) days from receipt
17 of the returned packet, search for a more current address for the Class Member and re-mail the
18 Class Notice to the Class Member. The Settlement Administrator will use the Class Members'
19 Data and otherwise work with Defense Counsel or utilize its own resources, such as skip traces,
20 to find a more current address. The Settlement Administrator will be responsible for taking
21 reasonable steps, consistent with its agreed-upon job parameters, court orders, and fee, to trace
22 the mailing address of any Class Member for whom a Class Notice is returned by the U.S. Postal
23 Service. These reasonable steps shall include the tracking of all undelivered mail; performing
24 address searches for all mail returned without a forwarding address; and promptly re-mailing to
25 Class Members for whom new addresses are found. Settlement Agreement ¶ 44(c).

26 90. No later than seven (7) days after receiving the Class List, the Settlement
27 Administrator shall mail the Notice by U.S. First Class to the Class Members. Settlement
28 Agreement ¶ 55.

91. I am not aware of an alternative method of providing notice to the Class which would result in a higher likelihood of actual notice. The original source of the mailing addresses is from each Class Member, who provided the information to Defendant. As a fail-safe to this highly reliable method, skip tracing will be performed if necessary. Under the terms of the Settlement, the Settlement Administrator will track any and all opt outs, objections, and disputes.

92. Class Members who wish to exclude themselves from the Settlement (“opt out” of the Settlement) must submit to the Settlement Administrator, not later than forty-five (45) days after the date that the Settlement Administrator first mails the Class Notices, an Exclusion Request (“the Exclusion Period”). Settlement Agreement ¶45(b).

93. Any Class Member wishing to object to the approval of this Settlement shall provide a signed and dated written statement that includes the name, address, the dates of employment and basis for each objection. Objections must be mailed to the Settlement Administrator, not later than forty-five (45) days after the Settlement Administrator initially mails the Class Notice. Participating Class Members may also appear and object at the final approval hearing, regardless of whether they have submitted a written objection. Settlement Agreement ¶45(a)-(c),

NOTICE TO THE LWDA

94. On October 1, 2025, my office submitted a copy of the fully executed Joint Stipulation of Class Action and PAGA Settlement, as well as information regarding the preliminary approval hearing on this matter, to the LWDA via online filing. A true and correct copy of an email confirming submission of the Settlement to the LWDA on October 1, 2025 is attached hereto as **Exhibit 3**.

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

Executed on October 1, 2025.


Heather Davis

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EXHIBIT 1



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April 9, 2024
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VIA ONLINE FILING

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<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

RE: Yolanda Perez v. J. G. Bailey Company Millrock Way-2, LLC

Dear Representative:

This office represents Yolanda Perez ("**Ms. Perez**") with respect to her claims under the California Labor Code against J. G. Bailey Company Millrock Way-2, LLC ("**Employer**"). This letter is being sent simultaneously to Employer by certified mail.

Employer has employed Ms. Perez since approximately November 2020 as an hourly, non-exempt employee. During her employment with Employer, Ms. Perez was employed as a Housekeeper at Employer's location at 1505 Mill Rock Way, Bakersfield, California 93311. Employer is a company providing housekeeping and maintenance services to hotels and motels.

Ms. Perez intends to seek penalties for violations of the California Labor Code which are recoverable under California Labor Code section 2698, *et seq.*, the Private Attorneys General Act of 2004 ("**PAGA**"). Ms. Perez is seeking penalties on behalf of herself and in a representative capacity on behalf of the State of California and all current and former non-exempt employees of Employer ("**Aggrieved Employees**"). This letter is being sent in compliance with California Labor Code section 2699.3.

As detailed below, Employer violated several of California's wage and hour laws during Ms. Perez's employment, including but not limited to violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and the Industrial Welfare Commission Wage Orders ("**IWC Wage Order**") including *inter alia*, IWC Wage Order No. 5. The claims made on behalf of Ms. Perez and Aggrieved Employees are based upon the following facts and theories:

1. FAILURE TO PAY FOR ALL TIME WORKED AT CORRECT RATES OF PAY, INCLUDING MINIMUM WAGES, STRAIGHT TIME WAGES, AND OVERTIME COMPENSATION

Employer has engaged in numerous unlawful practices which resulted in the failure to pay Ms. Perez and Aggrieved Employees for all time worked at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation.

First, Employer regularly required Ms. Perez and Aggrieved Employees to work more than eight (8) hours in a day or forty (40) hours in a workweek, but failed to pay them overtime compensation for such work. Employer also failed to provide Ms. Perez and Aggrieved Employees with adequate training as to



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April 9, 2024
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the payment of overtime compensation, all in an effort to keep its workers uninformed as to their legal right to overtime compensation. In addition, Employer regularly required Ms. Perez and Aggrieved Employees to work off-the-clock in order to complete their duties and responsibilities. This off-the-clock work included, amongst other things, requiring Ms. Perez and Aggrieved Employees to: (1) respond to Employer and work-related requests and perform work while clocked out for purported meal breaks; (2) perform work before clocking in for the start of their shift; and (3) perform work after clocking out for the end of their shift. Ms. Perez and Aggrieved Employees were not compensated for this off-the-clock work, resulting in a failure to pay minimum wages and straight time wages. Moreover, this off-the-clock work typically caused Ms. Perez and Aggrieved Employees to work more than eight (8) hours in a day and forty (40) hours in week, resulting in a failure to pay overtime compensation.

In addition to requiring Ms. Perez and Aggrieved Employees to perform work off-the-clock without compensation. Employer also failed to accurately record the actual time worked by Ms. Perez and Aggrieved Employees, which resulted in a failure to pay Ms. Perez and Aggrieved Employees for all hours actually worked, including minimum wages, straight time wages, and overtime wages. Finally, and as a matter of policy and/or practice, Employer failed to pay overtime to Ms. Perez and Aggrieved Employees for all overtime hours worked based on regular rates of pay correctly calculated to include all applicable remuneration.

As a result of the foregoing practices, Employer has failed to pay Ms. Perez and Aggrieved Employees for all wages earned at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation. Accordingly, Employer violated IWC Wage Order No. 5 and California Labor Code sections 204, 510, 1194, 1197, 1197.1, and 1198.

Ms. Perez and Aggrieved Employees will therefore seek unpaid wages; PAGA default penalties; penalties pursuant to paragraph (20)(A) of IWC Wage Order No. 5; penalties pursuant to California Labor Code sections 558, 1197.1, and 1199; compensation pursuant to Labor Code Section 1194; and attorneys' fees and costs.

2. FAILURE TO PROVIDE MEAL PERIODS AND PAY MEAL PERIOD PREMIUMS

Employer failed to provide Ms. Perez and Aggrieved Employees with legally compliant 30-minute meal periods. Ms. Perez and Aggrieved Employees were required by Employer to work more than five (5) hours per day, but were not provided with uninterrupted 30-minute meal periods. Further, Ms. Perez and Aggrieved Employees were not provided with a second uninterrupted 30-minute meal period when they worked over ten (10) hours per day. Employer regularly required Ms. Perez and Aggrieved Employees to work through their first and second meal periods, to take their first meal period after their fifth (5th) hour of work, and/or to take their second meal periods after their tenth (10th) hour of work. On the occasions that Ms. Perez and Aggrieved Employees did take a meal period, their meal periods were frequently interrupted or cut short.

Employer's policies, practices, and procedures were responsible for the violations alleged above and



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prevented Ms. Perez and other Aggrieved Employees from taking timely, complete and duty-free meal periods because, amongst other reasons: (1) Employer did not have legally compliant policies regarding the provision and timing of meal periods or systematically disregarded its own purported meal period policies; (2) Employer's management at various levels, affecting all hourly, non-exempt employees, failed and refused to implement and enforce legally compliant meal period policies and practices; (3) Employer failed to adequately inform and train Ms. Perez and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free meal periods; (4) Employer failed to adequately inform and train Ms. Perez and other Aggrieved Employees about their right to premium wages for non-compliant meal periods; (5) Employer failed to ensure that there was adequate staffing to allow Ms. Perez and other Aggrieved Employees to take timely, uninterrupted, and duty-free meal periods; (6) Employer required Ms. Perez and other Aggrieved Employees to remain on-call and respond to work-related requests at all times, including during meal periods, which included responding to radio calls from management, and in-person verbal interruptions; and (7) Employer's policy and culture prevented Ms. Perez and other Aggrieved Employees from taking timely, uninterrupted, and duty-free meal periods because of the priority placed on completing job requirements over employees' right to receive timely, uninterrupted, and duty-free meal periods.

Ms. Perez and Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the meal periods which were not provided to them in compliance with California law.

Accordingly, Employer violated IWC Wage Order No. 5 and California Labor Code sections 226.7, 512(a), and 1198.

Ms. Perez and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to paragraph (20)(A) of IWC Wage Order No. 5; penalties pursuant to California Labor Code sections 558 and 1199; and attorneys' fees and costs.

3. FAILURE TO AUTHORIZE AND PERMIT REST PERIODS AND PAY REST PERIOD PREMIUMS

Employer failed to authorize and permit Ms. Perez and Aggrieved Employees take legally compliant 10-minute rest periods. Employer required Ms. Perez and Aggrieved Employees to work through rest periods. Ms. Perez and Aggrieved Employees were not provided with uninterrupted, duty-free rest periods when they worked more than four (4) hours or a major fraction thereof. Further, Ms. Perez and Aggrieved Employees were not provided with a second uninterrupted, duty-free rest period when they worked more than six (6) hours in a day, or a third uninterrupted, duty-free rest period after working more than ten (10) hours in day. In the rare event that a rest period was taken, it was frequently interrupted or cut short. Moreover, Ms. Perez and Aggrieved Employees were not completely relieved of duty as required by *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257 (2016).

Employer's policies, practices, and procedures were responsible for the violations alleged above and prevented Ms. Perez and other Aggrieved Employees from taking timely and complete rest periods because, amongst other reasons: (1) Employer did not have legally compliant policies regarding the



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provision and timing of rest periods or systematically disregarded its own purported rest period policies; (2) Employer's management at various levels, affecting all hourly, non-exempt employees, failed and refused to implement and enforce legally compliant rest period policies and practices; (3) Employer failed to adequately inform and train Ms. Perez and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free rest periods; (4) Employer failed to adequately inform and train Ms. Perez and other Aggrieved Employees about their right to premium wages for non-compliant rest periods; (5) Employer failed to ensure that there was adequate staffing to allow Ms. Perez and other Aggrieved Employees to take timely, uninterrupted, and duty-free rest periods; (6) Employer required Ms. Perez and other Aggrieved Employees to remain on-call and respond to work-related requests at all times, including during rest periods, which included responding to radio calls from management, and in-person verbal interruptions; and (7) Employer's policy and culture prevented Ms. Perez and other Aggrieved Employees from taking timely, uninterrupted, and duty-free rest periods because of the priority placed on completing job requirements over employees' right to receive rest periods.

Ms. Perez and Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the rest periods which were not provided to them in compliance with California law.

Accordingly, Employer violated IWC Wage Order No. 5 and California Labor Code sections 226.7 and 1198.

Ms. Perez and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to paragraph (20)(A) of IWC Wage Order No. 5; California Labor Code sections 558 and 1199 penalties; and attorneys' fees and costs.

4. FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT

As to each pay period, Employer has failed to timely pay all wages earned because Ms. Perez and Aggrieved Employees were not paid all the wages they were owed including, *inter alia*, overtime compensation, straight time wages, minimum wages, and meal and rest period premiums. Accordingly, Employer violated California Labor Code section 204(a).

Ms. Perez and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 210 and 1199; and attorneys' fees and costs.

5. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

As a result of the practices described above, the wage statements provided to Ms. Perez and Aggrieved Employees failed to include the actual hours worked, the actual gross wages earned, and the correct rates of pay. Accordingly, Employer violated California Labor Code section 226(a).



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Ms. Perez and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to California Labor Code section 226.3; and attorneys' fees and costs.

6. FAILURE TO MAINTAIN ACCURATE RECORDS

Employer has failed to maintain accurate records relating to Ms. Perez and Aggrieved Employees' work periods, meal periods, total daily hours worked, and total hours worked per payroll period. Accordingly, Employer violated IWC Wage Order No. 5 and California Labor Code sections 1198.5 and 1174(d).

Ms. Perez and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to paragraph (20)(A) of IWC Wage Order No. 5; California Labor Code section 1174.5 penalties; and attorneys' fees and costs.

7. FAILURE TO REIMBURSE NECESSARY EXPENDITURES

California Labor Code sections 2800 and 2802 require an employer to reimburse its employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. IWC Wage Order No. 5 requires employers to provide employees with the tools or equipment necessary for the performance of their job. During the relevant time period, Ms. Perez and Aggrieved Employees incurred necessary business-related expenses and costs that were not fully reimbursed by Employer. These costs include, but are not limited to, the purchase and maintenance of a uniform, and the purchase of special non-slip work shoes.

Accordingly, Employer violated IWC Order No. 5 and California Labor Code sections 2800 and 2802.

Ms. Perez and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to paragraph (20)(A) of IWC Wage Order No. 5; and attorneys' fees and costs.

8. FAILURE TO TIMELY PAY ALL WAGES UPON TERMINATION OF EMPLOYMENT

Upon the termination of employment, Aggrieved Employees were not paid all wages due to them within twenty-four (24) hours or even within seventy-two (72) hours for those who resigned. Specifically, as a result of Employer's practices of requiring Aggrieved Employees to work off-the-clock without compensation, failing to pay proper overtime compensation, failure to properly calculate regular rates, and failure to accurately record all hours actually worked, Employer failed to pay Aggrieved Employees for all straight time wage, minimum wages, and overtime compensation owed to them upon termination of their employment. Employer also failed to pay Aggrieved Employees for meal period premiums and rest period premiums, amongst other wages. Accordingly, Employer violated California Labor Code sections 201 and 202.



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Ms. Perez and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 203, 1199, and 2699(f)(2); and attorneys' fees and costs.

Therefore, on behalf of herself, the State of California and all Aggrieved Employees, Ms. Perez may seek all applicable penalties related to these violations of the California Labor Code pursuant to PAGA. If you have any questions or require additional information, please do not hesitate to contact us.

Thank you for your attention to this matter.

Very Truly Yours,

A handwritten signature in blue ink, appearing to read "Priscilla Gamino", is written over a light blue circular stamp.

Priscilla Gamino

Notice provided to Employer via Certified Mail (7020 1290 0001 4026 5278)

J. G. Bailey Company Millrock Way-2, LLC
P.O. Box 22170
Bakersfield, CA 93390

Notice provided to Employer via Certified Mail (7020 1290 0001 4026 7159)

J. G. Bailey Company Millrock Way-2, LLC
Attn: James G. Bailey – Registered Agent for Service of Process
1505 Mill Rock Way
Bakersfield, CA 93311

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EXHIBIT 2

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Attorneys for Plaintiff
YOLANDA PEREZ

[Additional counsel listed on next page]

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

YOLANDA PEREZ, individually and on behalf of
others similarly situated,

Plaintiff,

vs.

J.G. BAILEY COMPANY MILLROCK WAY-2,
LLC, a California limited liability company, and
DOES 1 through 50, inclusive,

Defendants.

CASE NO. BCV-24-101284

*Assigned for All Purposes to: Hon. Bernard C.
Barmann, Jr., Division H*

CLASS & REPRESENTATIVE ACTION

**JOINT STIPULATION OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT AND RELEASE OF
CLAIMS**

Complaint Filed: April 12, 2024
Trial Date: Not Yet Set

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6 Attorneys for Defendant,

7 J.G. BAILEY COMPANY MILLROCK WAY-2, LLC

This Joint Stipulation of Class and Representative Action Settlement and Release of Claims (“Settlement” or “Agreement”) is made and entered into by and between Plaintiff Yolanda Perez (“Plaintiff” or “Class Representative”), individually and on behalf of all putative class members and aggrieved employees, and Defendant J.G. Bailey Company Millrock Way-2, LLC (“Defendant”). Plaintiff and Defendants are collectively referred to herein as “the Parties.”

I. DEFINITIONS

The following definitions are applicable to this Settlement, in addition to other terms defined elsewhere in this Settlement:

1. “Action” shall mean the operative Complaint of the civil action initially commenced on April 12, 2024, filed and maintained by Plaintiff against Defendant in the Superior Court of California, County of Kern, Case No. BCV-24-101284.

2. “Class” shall mean all hourly-paid, non-exempt employees who, during the Class Period, have previously been or currently are employed in California by Defendants, as hourly-paid, non-exempt employees. “Class Member” shall mean an individual who is a member of the Class (or if any such person is incompetent, deceased, or unavailable due to military service, the person’s legal representative or successor in interest evidenced by reasonable verification).

3. “Class Counsel” shall mean the attorneys representing Plaintiff in the Action, Heather Davis, Amir Nayebdadash, and Shadi Sahebghalam of Protection Law Group.

4. “Class Counsel Fees Payment” shall mean an award to Class Counsel of up to 35% of the Maximum Settlement Amount (currently estimated to be One Hundred Seven Thousand Three Hundred Fifty-Five Dollars and Ninety Three Cents (\$112,735.00)) subject to approval by the Superior Court as Class Counsel’s attorneys’ fees incurred in connection with the Action, including fees incurred in pre-filing investigation, filing of the Action, and all related litigation activities, this Settlement, and all post-Settlement compliance procedures.

5. “Class Counsel Litigation Expenses Payment” shall mean the actual litigation expenses and/or costs expended by Class Counsel subject to approval by the Superior Court incurred in connection with the Action, including pre-filing investigation, filing of the Action, and all related litigation activities, this Settlement, and all post-Settlement compliance procedures. Class Counsel’s

1 expenses are not to exceed Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00).

2 6. "Class Notice" shall mean the Notice of Proposed Settlement, Preliminary Approval of
3 Settlement, and Hearing Date for Final Court Approval, a sample of which is attached hereto as Exhibit
4 "A." The Class Notice shall further contain (i) a Class Member's first and last name, (ii) last known
5 address, (iii) the Class Member's Individual Workweeks, (iv) the PAGA Group Member's Individual
6 Pay Periods, if applicable; (v) the Class Member's estimated amount of the Settlement Share; and (vi)
7 the PAGA Group Member's estimated PAGA Payment Share, if applicable. The Class Notice shall also
8 provide the Class Members with instructions on how to opt-out of and/or object to the Settlement.

9 7. "Class Period" shall mean the period of time from April 12, 2020 through July 31, 2024.

10 8. "Class Representative Payment" shall mean the special payment made to Plaintiff in his
11 capacity as Class Representative to compensate him for prosecuting the Action, and performing work in
12 support of the Action, in the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00), subject to
13 approval by the Superior Court.

14 9. "Complaint" shall mean the operative Complaint in the Action.

15 10. "Defense Counsel" shall mean the attorneys representing Defendants in the Action,
16 Matthew C. Sgnilek, Esq., and Maysa Saaed, Esq. of O'Hagan Meyer.

17 11. "Effective Date" shall mean the first business day following the last of the following
18 occurrences: (i) if no Class Member both objects and also files either a timely motion to intervene and/or
19 a timely motion to vacate the judgment, then thirty (30) days following the date the Court enters an
20 order granting Final Approval of the Settlement; (ii) if a Class Member both objects and either files a
21 timely motion to intervene or a timely motion to vacate the judgment, then sixty-three (63) days
22 following the date the Court enters an order granting Final Approval of the Settlement, assuming no
23 appeal is filed; or (iii) if a Class Member both objects and also files a timely motion to intervene or files
24 a motion to vacate the Judgment and also files a timely appeal, then the date of final resolution of that
25 appeal (including any requests for rehearing and/or petitions for certiorari), resulting in final and
26 complete judicial approval of the Settlement in its entirety, with no further challenge to the Settlement
27 being possible. The occurrence of the Effective Date is a prerequisite to any obligation of Defendant to
28 pay any funds into the Settlement Account.

12. "Employer's Payroll Taxes" shall mean Defendant's share of all payroll taxes payable to any and all government agencies incurred for any payments of Settlement Shares to Participating Class Members pursuant to this Settlement. Defendant's payment of the normal employer's share of payroll taxes will be made separately and shall not come from the Maximum Settlement Amount.

13. "Final Approval Hearing" shall mean the hearing to be conducted by the Superior Court to determine whether to finally approve and implement the terms of this Settlement.

14. "Individual Pay Periods" shall mean the number of Pay Periods for an individual PAGA Group Member.

15. "Individual Workweeks" shall mean the number of Workweeks for an individual Class Member.

16. "Judgment" shall mean the Order of Final Judgment entered by the Superior Court that the Parties anticipate will be entered following a Final Approval Hearing on the Settlement in this Action.

17. "LWDA Payment" shall mean the payment to the California Labor and Workforce Development Agency ("LWDA") constituting seventy-five percent (75%) of the value assigned to the claim for penalties under the California Labor Code Private Attorneys General Act, California Labor Code Section 2698, *et seq.* ("PAGA"). Specifically, Eighteen Thousand Seven Hundred Fifty Dollars and Zero Cents (\$18,750.00), which shall constitute the LWDA's seventy-five percent (75%) share of Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) in civil penalties paid under this Settlement. The remaining Six Thousand Two Hundred Fifty Dollars and Zero Cents (\$6,250.00) in civil penalties shall be distributed on a *pro rata* basis based upon the number of pay periods worked by each PAGA Group Member ("PAGA Payment").

18. "Maximum Settlement Amount" shall mean the maximum settlement amount of Three Hundred and Twenty-Two Thousand and One Hundred Dollars and Zero Cents (\$322,100.00) payable by Defendants as provided by this Agreement, unless that amount is increased pursuant to Paragraph 19 below, exclusive of the normal employer's share of any payroll taxes attributable to the Settlement Share payments allocated to wages. Defendant's payment of the normal employer's share of payroll taxes will be made separately, according to each Defendant's agreed upon proportionate share of the

Maximum Settlement Amount and shall not come from the Maximum Settlement Amount.

19. Defendant represents that as of July 10, 2024, the number of workweeks worked by Settlement Class Members during the Class Period is approximately 6,442. If it is determined that the workweeks through July 10, 2024 exceeds 7,086 (6,442 plus 10% of 6,442), then Defendant shall have the option of either (i) increasing the Net Settlement Amount by an amount determined by the following formula: $([\text{Actual Number of Workweeks} - 7,086] \div 7,086) \times \text{Net Settlement Amount}$; or (ii) changing the end date of the Class Period to a date for which there are no more than 7,086 workweeks.

20. "Net Settlement Amount" shall mean the Maximum Settlement Amount, less (i) the Class Representative Payment approved by the Superior Court; (ii) the Class Counsel Fees Payment approved by the Superior Court; (iii) the Class Counsel Litigation Expenses Payment approved by the Superior Court; (iv) the LWDA Payment approved by the Superior Court; (v) the PAGA Payment approved by the Superior Court; (vi) the Settlement Administrator Payment approved by the Superior Court; and (vii) any other fees or expenses (other than Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment) incurred in implementing the terms and conditions of this Agreement as approved by the Superior Court.

21. "Non-Participating Class Member" shall mean a Class Member who submits a complete, valid, and timely request to be excluded from the Settlement pursuant to the instructions provided in the Class Notice.

22. "PAGA Group" mean all hourly-paid, non-exempt employees who, during the PAGA Period, have previously been or currently are employed in California by Defendant. "PAGA Group Member" shall mean an individual who is a member of the PAGA Group (or if any such person is incompetent, deceased, or unavailable due to military service, the person's legal representative or successor in interest evidenced by reasonable verification).

23. "PAGA Payment Share" shall mean the value of each PAGA Group Member's share of the PAGA Payment as provided by this Agreement.

24. "PAGA Period" shall mean the period of time from April 12, 2023 through July 31, 2024.

25. "Participating Class Member" shall mean all Class Members who have not submitted a complete, valid, and timely request to be excluded from the Settlement pursuant to the instructions provided in the Class Notice.

26. "Pay Period" shall mean any pay period in which a Class Member actually received payment from Defendant as an hourly-paid, non-exempt employee.

27. "Preliminary Approval" shall mean the Superior Court's preliminary approval of the Settlement without material change that the Parties anticipate will be made following submission of this Agreement to the Court.

28. "Settlement Administrator" shall mean Phoenix Class Action Administrators, as proposed by the Parties and appointed by the Superior Court to administer the Settlement.

29. "Settlement Administrator Payment" shall mean the payment to the Settlement Administrator for its fees and expenses in administering this Settlement.

30. "Settlement Share" shall mean the value of each Participating Class Member's share of the Net Settlement Amount as provided by this Agreement.

31. "Superior Court" shall mean the Superior Court of California for the County of Los Angeles.

32. "Workweek" shall mean any week in which a Class Member actually performed paid work for Defendant during the Class Period as an hourly-paid, non-exempt employee.

II. RECITALS

33. On April 9, 2023, Class Counsel, on behalf of Plaintiff and the PAGA Group, gave written notice to the Labor Workforce and Development Agency ("LWDA") of the Labor Code violations Defendants are alleged to have violated ("LWDA Exhaustion Letter").

34. On April 12, 2024, Plaintiff filed a Class Action Complaint against Defendants in the Kern County Superior Court, Case No. BCV-24-101284. The Complaint was amended on June 14, 2024. In her Complaint, Plaintiff pled causes of action for: (1) Unpaid Overtime; (2) Unpaid Meal Period Premiums; (3) Unpaid Rest Period Premiums; (4) Unpaid Minimum Wages; (5) Final Wages Not Timely Paid; (6) Wages Not Timely Paid During Employment; (7) Failure to Provide Accurate Wage Statements; (8) Failure to Reimburse Business Expenses; (9) Violation of California Business &

Professions Code section 17200 Competition; and (10) Violation of California's Private Attorney's General Act.

35. Defendants deny and continue to deny all of Plaintiff's material allegations. Specifically, Defendants contend (1) they did not fail to pay the Class the minimum, straight time, regular rate, and/or overtime wages; (2) they paid the Class for all hours worked; (3) they provided the Class with all meal periods according to law; (4) they provided the Class with all rest periods according to law; (5) they did not fail to timely pay the Class wages due and owing during employment and/or upon separation; (6) they provided the Class with accurate and itemized wage statements, consistent with Labor Code Section 226; (7) they properly maintained all payroll records; (8) they reimbursed employees for all necessary business expenses; (9) they did not violate Business & Professions Code Section 17200, *et seq.*; (10) the PAGA Group is not entitled to penalties under PAGA; and (11) Defendants are not liable for damages, including unpaid wages, liquidated damages, statutory penalties, attorneys' fees, or costs of litigation to the Class.

36. In connection with the Action, and in order to work toward resolution without the time and expense of formal discovery, the Parties produced voluminous documents and data (including, by Defendants, human resources documents and policies, time records, and payroll data during the Class Period) which were reviewed, investigated, and analyzed by Class Counsel.

37. The Settlement described in this Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Settlement is intended or will be construed as an admission by Defendants that Plaintiff's claims in Action have any merit or that they have any liability to Plaintiff, the Class, the PAGA Group or the State on those claims, or as an admission by Plaintiff that Defendants' defenses in Action have any merit. This Settlement is intended to fully, finally, and forever compromise, release, resolve, discharge, and settle the released claims subject to the terms and conditions set forth in this Settlement.

38. Based on their own thorough, independent investigation and evaluation of this case, Class Counsel is of the opinion that the Settlement of this Action with Defendants for the consideration and on the terms set forth in this Settlement is fair, reasonable, adequate, and in the best interest of the Class in light of all known facts and circumstances, including the risk of significant costs and delay, the risk of

non-certification of the Class, the defenses asserted by Defendants, including the risks of adverse determinations on the merits and numerous potential appellate issues. Although Defendants contend that they have no liability in the Action, Defense Counsel share Class Counsel's belief that the Settlement represents a fair and adequate settlement, given the respective risks associated with the case.

39. Based on the foregoing Recitals, the Parties agree as follows:

III. PROCEDURE FOR APPROVING SETTLEMENT

40. **Motion for Preliminary Approval of Settlement by the Superior Court.** Plaintiff will move the Superior Court for an order granting Preliminary Approval of the Settlement, setting a date for the Final Approval Hearing no earlier than 120 days from the date of the order granting Preliminary Approval of the Settlement, and approving the Class Notice (attached as Exhibit "A" to this Stipulation) ("Motion for Preliminary Approval"). Any unresolved disagreement among the Parties concerning the Class Notice or other documents necessary to implement the Settlement will be referred to the Superior Court.

41. At the hearing on the Motion for Preliminary Approval, the Parties anticipate that they will jointly appear, support the granting of the Motion for Preliminary Approval, and obtain an order granting Preliminary Approval, granting approval of the Class Notice, and setting a date for the Final Approval Hearing no earlier than 120 days from the date of the order granting Preliminary Approval.

42. Should the Superior Court require any amendments to this Agreement or the Motion for Preliminary Approval, the Parties agree to work jointly to resolve any issues in order to secure the Superior Court's Preliminary Approval.

43. Should the Superior Court decline to preliminarily approve any material aspects of the Settlement, the Settlement will be null and void and the Parties will have no further obligations under it. In such event, the Parties shall be returned to their respective positions as of the date and time immediately prior to the execution of this Agreement, and the Parties shall proceed in all respects as if this Agreement had not been executed.

44. **Class Notice.** After the Superior Court enters its order granting Preliminary Approval, every Class Member will be provided with the Class Notice (in English and Spanish) which will include the Class Notice completed to reflect the order granting Preliminary Approval of the Settlement and the

Class Member's information as follows:

(a) Within fourteen (14) days after the Motion for Preliminary Approval is granted, Defendants will provide to the Settlement Administrator the "Class Members' Data," which shall consist of an electronic database containing (i) each Class Member's first and last name, (ii) last known mailing address, (iii) the Class Member's Social Security number or Tax ID, (v) the Class Member's total number of Individual Workweeks, and (vi) the Class/PAGA Group Members' total number of Individual Pay Periods, if applicable. If any or all of the Class Members' Data are unavailable to Defendants, Defendants will so inform Class Counsel prior to the date on which Defendants are required to submit the Class Members' Data to the Settlement Administrator and the Parties will make their best efforts to reconstruct or otherwise agree upon the Class Members' Data prior to when it must be submitted to the Settlement Administrator. If the Parties are unable to agree, the dispute will be resolved by the Settlement Administrator as provided in Paragraph 48. This information will otherwise remain confidential and will not be disclosed to anyone, except as required to applicable taxing authorities, as required to carry out the reasonable efforts to identify Class Member information as described in Paragraph 45(c), pursuant to Defendants' express written authorization, or by order of the Superior Court.

(b) Within seven (7) days after receiving the Class Members' Data, or as soon thereafter as it is able to do so, the Settlement Administrator will mail the Class Notice to all identified Class Members via first-class U.S. Mail using the mailing address information provided by Defendants, unless modified by any updated address information that the Settlement Administrator obtains in the course of administration of the Settlement.

(c) If a Class Notice is returned by the U.S. Postal Service because of an incorrect address, the Settlement Administrator will promptly, and not later than five (5) days from receipt of the returned packet, search for a more current address for the Class Member and re-mail the Class Notice to the Class Member. The Settlement Administrator will use the Class Members' Data and otherwise work with Defense Counsel or utilize its own resources, such as skip traces, to find a more current address. The Settlement Administrator will be responsible for taking reasonable steps, consistent with its agreed-upon job parameters, court orders, and fee, to trace the mailing address of any Class Member for whom

a Class Notice is returned by the U.S. Postal Service. These reasonable steps shall include the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address; and promptly re-mailing to Class Members for whom new addresses are found. Any such Class Members who failed to receive a Class Notice, or who were subject to a re-mailing of the Class Notice as described herein shall be given an additional fourteen (14) days to opt out or object to the Settlement.

(d) The Settlement Administrator will inform Class Counsel and Defense Counsel of the number of returned Class Notices it receives and Class Notices re-mailed in a weekly status report.

(e) Not later than sixteen (16) court days prior to the Final Approval Hearing, the Settlement Administrator will serve on the Parties a declaration of due diligence setting forth its compliance with its obligations under this Settlement. The declaration will be filed with the papers submitted with the Motion for Final Approval. Prior to the Final Approval Hearing, the Settlement Administrator will supplement its declaration of due diligence if any material changes occur from the date of the filing of its prior declaration.

45. Participating Class Members; Requests for Exclusion from Class Settlement; and Objections to Settlement. Class Members may submit requests to be excluded from the effect of the Settlement; or objections to the Settlement, pursuant to the following procedures:

(a) **Participating Class Members.** Each Class Member shall be deemed to be a Participating Class Member unless they submit a complete, timely, and valid request to be excluded from the effect of the Settlement as provided below. All Participating Class Members shall be bound by the provisions and releases contained in this Settlement.

(b) **Request for Exclusion from Settlement.** Class Members who wish to exclude themselves from the Settlement (“opt out” of the Settlement) must submit to the Settlement Administrator, not later than forty-five (45) days after the date that the Settlement Administrator first mails the Class Notices, an Exclusion Request (“the Exclusion Period”). Exclusion Requests may be submitted to the Settlement Administrator via U.S. Mail (or similar method), fax, or e-mail. Class Members must complete, sign, date, and timely return an Exclusion Request to the Settlement Administrator to exclude themselves from the Settlement, setting forth their (i) name, (ii) address, and (iii) the following statement or a similar statement: “I wish to exclude myself from the settlement

reached in the matter of *Perez v. J.G. Bailey*. I understand that by excluding myself, I will not receive any money from the settlement reached in this matter.” A Class Member who does not complete and submit a valid and timely Exclusion Request in the manner and by the conclusion of the Exclusion Period will remain a Participating Class Member and, if the Court approves the Settlement, will be bound by all terms and conditions of the Settlement and by the Judgment. A Class Member who timely submits a valid Exclusion Request will not participate in, or be bound by, the Settlement of the Judgment and will not receive any payment pursuant to the Settlement except for a payment from the portion of the PAGA Payment to the PAGA Group if the Class Member is a PAGA Group Member, and will not be bound by the terms of the Settlement, except for the release of the PAGA Group Released Claims if the Class Member is a PAGA Group Member, and will not have any right to object, appeal, or comment thereon. To be valid, Exclusion Requests must be completed in full, signed, and returned to the Settlement Administrator before the expiration of the Exclusion Period. Non-Participating Class Members will not be permitted to file objections to the Settlement and/or appear at the Final Approval Hearing to voice any objections to the Settlement. Members of the PAGA Group cannot seek to exclude themselves from the Settlement of the PAGA claim, but retain all rights to exclude themselves from the Class Settlement as delineated herein. The Settlement Administrator will provide Class Counsel, Defense Counsel, and the Superior Court with only the names of the Non-Participating Class Members.

(c) **Objections to Settlement.** The Class Notice will provide that any Class Member who does not request exclusion from the Settlement and who wishes to object to the Settlement must serve on the Settlement Administrator, not later than forty-five (45) days after the Settlement Administrator initially mails the Class Notice, a written objection to the Settlement, which sets forth the grounds for the objection and the other information required by Paragraph 46(d). The objection must be served as follows:

Perez v. J.G. Bailey
c/o Phoenix Class Action Administration Solutions
1411 N. Batavia St. Suite 105
Orange, CA 92867

(d) The written objection must state the Class Member’s (i) name, (ii) address, (iii) the dates of the Class Member’s employment with Defendant, (iv) the basis for each objection in clear

and concise terms, and (v) whether the Class Member intends to appear and object at the Final Approval Hearing. A Class Member who does not serve a written objection in the manner and by the deadline specified may appear at the Final Approval Hearing to state their objection to the Settlement. If a Class Member fails to submit a written objection or to appear at the Final Approval hearing to make an oral objection, the Class Member will be deemed to have waived all objections and will be foreclosed from making any objections – whether by appeal or otherwise – to the Settlement.

(e) If a Class Member submits both a Request for Exclusion and a written objection, the Settlement Administrator shall attempt to contact and determine whether the Class Member would like to withdraw either the Request for Exclusion or the objection. If the Class Member does not withdraw the Request for Exclusion or if the Settlement Administrator cannot contact a Class Member who submits both a Request for Exclusion and an objection, the Request for Exclusion shall be valid and it shall be presumed that the Class Member does not wish to participate in the Settlement.

(f) If the Superior Court rejects the Class Member's objection, or if the Superior Court approves the settlement despite any objections, the Class Member will be deemed to be a Participating Class Member and will be bound by the terms of this Settlement.

(g) A Class Member who timely submits a valid Exclusion Request will not participate in, or be bound by, the Settlement of the Judgment and will not receive any payment pursuant to the Settlement except for a payment from the portion of the PAGA Payment to the PAGA Group if the Class Member is a PAGA Group Member, and will not be bound by the terms of the Settlement and Judgment, except for the release of the PAGA Group Released Claims if the Class Member is a PAGA Group Member, and will not have any right to object, appeal, or comment thereon.

46. **Report.** Not later than seven (7) days after the deadline for submission of requests to be excluded and/or objections, the Settlement Administrator will provide Defendants, through their respective Defense Counsel, with a complete and accurate list of names for all Participating Class Members, all Non-Participating Class Members, all PAGA Group Members, and all Class Members who objected to the settlement. The report shall also be accompanied by an itemized calculation of the Settlement Shares for each Participating Class Member. The Settlement Administrator shall also provide both Parties with a report identifying the number of Participating Class Members, the number of

Non-Participating Class Members, the number of PAGA Group Members, and the number of Class Members who submitted a valid, timely, and complete objection. Class Counsel shall also receive a list of Class Members who object to the Settlement.

47. Resolution of Class Member and PAGA Group Member Disputes. If a Class Member and/or PAGA Group Member disputes the number of his or her Individual Workweeks and/or Individual Pay Periods stated in their Class Notice, the Class Member and/or PAGA Group Member must, within forty-five (45) days after the Settlement Administrator initially mails the Class Notice, ask the Settlement Administrator to resolve the matter by returning the Class Notice with a statement of the number of Workweeks and/or Pay Periods that he or she contends were worked and include any documentation the Class Member and/or PAGA Group Member has to support their contention. The Settlement Administrator shall notify Defendants of the dispute and provide them with a copy of the Class Notice and any documentation received in support of the dispute within three (3) court days of receipt thereof. Defendants shall review their payroll and personnel records and verify the correct number of Workweeks and/or Pay Periods within five (5) court days of the Settlement Administrator's notification. Defendants' records will have a rebuttable presumption of accuracy. After consultation with Class Counsel, Defense Counsel, and the applicable Class Member and/or PAGA Group Member, the Settlement Administrator will, within three (3) court days of Defendants' verification, make a determination of the Class Member's and/or PAGA Group Member's number of Workweeks and/or Pay Periods and that determination will be final, binding on the Parties and the Class Member and/or PAGA Group Member, and is not appealable.

48. No Solicitation of Objection; Right to Void. Neither the Parties, nor their respective counsel, will directly or indirectly solicit or otherwise encourage any Class Member to exclude him or herself from the Settlement, object to the Settlement, and/or appeal from the Judgment. If ten percent (10%) or more of the Class Members submit a complete, valid, and timely request to be excluded from the Settlement and are deemed to be Non-Participating Class Members, then Defendants shall have the unilateral right to void this Settlement. Defendants may do so by giving notice to Plaintiff and the Court of their election to void the Settlement not later than fourteen (14) days after the Settlement Administrator issues its report identifying the number of Participating Class Members, the number of

Non-Participating Class Members, and the number of Class Members who objected to the settlement as described in Paragraph 46(c). Notwithstanding any other provisions in this Settlement, no sums shall be payable by Defendants in the event that this Settlement is voided as provided for herein.

49. Additional Briefing and Final Approval.

(a) Not later than sixteen (16) court days before the Final Approval Hearing, the Plaintiff will prepare and file with the Superior Court a Motion for Final Approval of the Settlement, including payment of the Class Representative Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the Settlement Administrator's Payment, and a memorandum in support of their motion ("Motion for Final Approval"). Absent the escalator provisions outlined in Paragraph 18, if applicable, Plaintiff will not seek additional fees from Defendants or an increase in the Maximum Settlement Amount as part of the Motion for awards of the Class Representative Payment, Class Counsel Fees Payment, and the Class Counsel Litigation Expenses Payment.

(b) Not later than five (5) court days before the Final Approval Hearing, the Parties shall be entitled to file and serve a response to any Class Member's objection to the Settlement and/or reply in support of their Motion for Final Approval, to the extent that any opposition to said Motion is filed.

(c) If the Superior Court ultimately does not grant final approval of the Settlement or grants final approval conditioned on any material change to the Settlement that is not agreed to by one of the Parties, then any Party will have the right to void the Settlement. If the Settlement is voided in this manner, the Parties will have no further obligations under the Settlement, including any obligation by Defendants to pay any amounts that otherwise would have been payable under this Settlement, except that the voiding Party will pay the Settlement Administrator's reasonable fees and expenses incurred as of the date that the Party exercises the right to void the Settlement under this Paragraph. An award by the Superior Court of a lesser amount than that sought by Plaintiff and Class Counsel for the Class Representative Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and/or the Settlement Administrator's Payment, will not constitute a material change to the Settlement within the meaning of this Paragraph.

(d) Upon final approval of the Settlement by the Superior Court at or after the Final

Approval Hearing, the Parties will present for the Superior Court's approval and entry a Proposed Final Order and Judgment. The entry of the Final Order and Judgment shall permanently bar all Participating Class Members from prosecuting against Defendant any claims or causes of action of any kind up through the date of Final Approval, which were or could have been brought in this Action, whether known or unknown, as well as all claims as set forth in the Release contained in Section V of this Agreement.

(e) After entry of the Judgment, the Superior Court will have continuing jurisdiction over the Action and the Settlement solely for purposes of (i) enforcing this Settlement, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

50. Waiver of Right to Appeal. Provided that the Judgment is consistent with the terms and conditions of this Settlement, Plaintiff, Participating Class Members, Defendants, and their respective counsel hereby waive any and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate judgment, a motion for new trial, a motion under Code of Civil Procedure Section 473, and any extraordinary writ, and the Judgment therefore will become non-appealable by them at the time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings, or post-judgment proceedings. If an appeal is taken from the Judgment, the time for consummation of the Settlement (including making payments under the Settlement) will be suspended until such time as the appeal is finally resolved and the Judgment, consistent with the terms of this Settlement, becomes Final.

51. Vacating, Reversal, or Material Modification of Judgment on Appeal or Review. If, after a notice of appeal, a petition for review, or a petition for *certiorari*, or any other motion, petition, writ, or application, the reviewing court vacates, reverses, or modifies the Judgment such that there is a material modification to the Settlement, and that court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher court, then either Party will have the right to void the Settlement, which the Party must do by giving written notice to the other Parties, the reviewing court, and the Superior Court, not later than fourteen (14) days after the reviewing court's decision vacating, reversing, or materially modifying the Judgment becomes final. A vacation, reversal, or

modification of the Superior Court's award of the Class Representative Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and/or the Settlement Administrator's Payment will not constitute a vacation, reversal, or material modification of the Judgment within the meaning of this Paragraph.

52. **Establishment of Settlement Account.** The Settlement Administrator shall establish a Settlement Account within fifteen (15) days of the Effective Date and notify the Parties when the Settlement Account has been established. The Settlement Administrator shall also provide Defendants with an itemized statement for the total amount to be deposited into the Settlement Account, which shall equal the Maximum Settlement Amount ("Settlement Account Deposit"). Within ten (10) days after receiving notification of the Settlement Account and statement for the Settlement Account Deposit, Defendant shall pay into the Settlement Account an amount equal to the Settlement Account Deposit. Defendant shall have no obligation to pay any additional funds into the Settlement Account.

53. **Payment of Settlement Shares.** The Settlement Administrator shall pay to each Participating Class Member his or her Settlement Share from the Settlement Account. The Settlement Administrator shall pay each Settlement Share by sending a check in the appropriate amount after withholdings to the Participating Class Member at the address indicated in the Class Member's Data. Such payment shall be sent by the Settlement Administrator via U.S. Mail within fourteen (14) days of its receipt of the Settlement Account Deposit from Defendants.

54. **Payment of PAGA Payment Shares.** The Settlement Administrator shall pay to each PAGA Group Member his or her PAGA Payment Share from the Settlement Account. The Settlement Administrator shall pay each PAGA Payment Share by sending a check in the appropriate amount to the PAGA Group Member at the address indicated in the PAGA Group Member's Data. Such payment shall be sent by the Settlement Administrator via U.S. Mail within fourteen (14) days of its receipt of the Settlement Account Deposit from Defendants.

55. **Uncashed Settlement Share and PAGA Payment Share Checks.** Any checks paid to Participating Class Members and/or PAGA Group Members shall be negotiable for one hundred and eighty (180) calendar days from the date of their issuance. A Participating Class Member must cash his or her Settlement Share check within one hundred and eighty (180) calendar days after it is mailed to

him or her. A PAGA Group Member must cash his or her PAGA Payment Share check within one hundred and eighty (180) calendar days after it is mailed to him or her. If a check remains uncashed after one hundred and eighty (180) calendar days from the initial mailing, or if a check is returned to the Settlement Administrator as undeliverable during the one hundred eighty-day period, the Settlement Administrator shall take all reasonable efforts to identify the Participating Class Member's and/or PAGA Group Member's correct address, including the performance of a "skip-trace." If an updated address can be identified, the Settlement Administrator shall issue another check to the Participating Class Member and/or PAGA Group Member and mail it to the Participating Class Member and/or PAGA Group Member at his or her updated address. If an updated address for the Participating Class Member and/or PAGA Group Member cannot be identified, if a reissued check is once again returned to the Settlement Administrator as undeliverable, or if the reissued check remains uncashed after one hundred eighty (180) calendar days, the Settlement Administrator will keep an accounting of such funds and shall give notice to the Parties of the total balance of uncashed Settlement Shares and/or PAGA Payment Shares. A Participating Class Member who fails to negotiate or receive their Settlement Share check despite the procedures described above shall nevertheless remain bound by the Settlement and the releases contained herein. A PAGA Group Member who fails to negotiate or receive their PAGA Payment Share check despite the procedures described above shall nevertheless remain bound by the Settlement and the releases contained herein.

56. The funds represented by Settlement Share and/or PAGA Payment Share checks remaining uncashed for more than one hundred and eighty (180) calendar days after issuance shall be voided and then shall be transmitted to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code Section 1500, *et seq.*, in the names of those Participating Class Members and/or PAGA Group Members who did not cash their checks until such time they claim their property. The Parties agree that this disposition results in no "unpaid residue" under California Civil Procedure Code § 384, as the entire Net Settlement Amount will be paid out to Participating Class Members, whether or not they all cash their settlement checks. Therefore, Defendants will not be required to pay any interest on such amounts.

57. **Final Report by Settlement Administrator to Superior Court.** Within ten (10) days

after final disbursement of all funds from the Settlement Account, the Settlement Administrator will serve on the Parties and file with the Superior Court a declaration providing a final summary report on the disbursements of all funds from the Settlement Account. Within ten (10) days after transmission of any remaining unclaimed funds to the Controller of the State of California, the Settlement Administrator will serve on the Parties and file with the Superior Court a declaration providing a final summary report on the transmission of any remaining unclaimed funds to the Controller of the State of California as outlined Paragraph 57.

IV. SETTLEMENT TERMS AND CONDITIONS

58. **Conditional Certification for Settlement Purposes.** Solely for the purposes of effectuating this Settlement, and subject to Court approval, the Parties hereby stipulate to the conditional certification of the following Settlement Class: "all hourly-paid, non-exempt employees who, during the Class Period, have previously been or currently are employed in California by Defendants, as an hourly-paid, non-exempt employee." The Parties agree that if for any reason the Settlement is not preliminarily and/or finally approved, the conditional certification of the Settlement Class will be of no force or effect, does not constitute an admission by Defendants that class certification is proper, and will not be deemed admissible in this or any other proceeding, and that the Parties will litigate the issue of class certification.

59. **Settlement Shares.** Subject to the terms and conditions of this Settlement, the Settlement Administrator will calculate the Settlement Shares for each Class Member within ten (10) days after Defendants provide the Settlement Administrator with the Class Members' Data. The Settlement Share for each Class Member will be calculated as follows, understanding that the formulas below do not constitute an admission by either Party, and are intended only to provide a practical means to simplify and administer the claims process:

(a) **Number of Class Members and Workweeks.** Defendants shall determine the total number of Class Members and the aggregate number of Workweeks for those Class Members as of the time of Preliminary Approval. This information shall be provided to the Settlement Administrator along with the Class Members' Data as described in Paragraph 45(a) above.

(b) **Calculation of the Workweek Value.** The Settlement Administrator shall

determine the value of a Workweek ("Workweek Value") by taking the Net Settlement Amount and dividing it by the sum of all Class Members' Workweeks who do not opt out of the Settlement.

(c) **Calculation of Settlement Shares.** The Settlement Administrator shall assign to each Participating Class Member a Settlement Share which shall be equal to the Workweek Value multiplied by each Participating Class Member's Individual Workweeks. Upon calculation of the Participating Class Members' Settlement Shares, the Settlement Administrator shall furnish to Class Counsel and Defense Counsel a worksheet containing a list of employee identification numbers for the Class Members with their corresponding Individual Workweeks and Settlement Shares.

60. **PAGA Payment Shares.** Subject to the terms and conditions of this Settlement, the Settlement Administrator will calculate the PAGA Payment Shares for each PAGA Group Member within ten (10) days after Defendants provide the Settlement Administrator with the PAGA Group Members' Data. The PAGA Payment Share for each PAGA Group Member will be calculated as follows, understanding that the formulas below do not constitute an admission by either Party, and are intended only to provide a practical means to simplify and administer the claims process:

(a) **Number of PAGA Group Members and Pay Periods.** Defendants shall determine the total number of PAGA Group Members and the aggregate number of Pay Periods for those PAGA Group Members as of the time of Preliminary Approval. This information shall be provided to the Settlement Administrator along with the Class Members' Data as described in Paragraph 45(a) above.

(b) **Calculation of the Pay Period Value.** The Settlement Administrator shall determine the value of a Pay Period ("Pay Period Value") by taking the PAGA Payment amount and dividing it by the sum of all PAGA Group Members' Pay Periods.

(c) **Calculation of PAGA Payment Shares.** The Settlement Administrator shall assign to each PAGA Group Member a PAGA Payment Share which shall be equal to the Pay Period Value multiplied by each PAGA Group Member's Individual Pay Periods. Upon calculation of the PAGA Group Members' PAGA Payment Shares, the Settlement Administrator shall furnish to Class Counsel and Defense Counsel a worksheet containing a list of employee identification numbers for the PAGA Group Members with their corresponding Individual Pay Periods and PAGA Payment Shares.

61. **Taxes and Withholdings.** Each Settlement Share is intended to settle the Class Members' claims for unpaid wages and penalties. Accordingly, ten percent (10%) of each Settlement Share shall represent unpaid wages and the remaining ninety percent (90%) of each Settlement Share shall represent penalties and interest. The portion of the Settlement Share representing unpaid wages shall be paid to each Participating Class Member subject to any applicable employee-side tax withholdings and deductions, and the Settlement Administrator shall issue an IRS Form W-2 to each Participating Class Member for that amount. The portion of the Settlement Share representing penalties shall be paid to the Participating Class Member in full without deductions or withholdings, and the Settlement Administrator shall issue an IRS Form 1099 to each Participating Class Member for that amount. Each Participating Class Member shall be individually responsible for their own share of applicable income tax withholdings and deductions from the Settlement Share attributable to the portion of the settlement for which an IRS Form 1099 will be issued. Defendants' payment of the Employer Payroll Tax attributable to the Settlement Share payments constituting wages will be made separately and shall not come from the Maximum Settlement Amount. The Parties agree and understand that Defendants have not made any representations regarding the tax obligations or consequences, if any, related to this Settlement. The Parties agree that Defendants and each Participating Class Member are solely responsible for determining the tax consequences of payments made pursuant to this Settlement and for paying taxes, if any, which are determined to be owed by each of them on such payments (including penalties and interest related thereto) by any taxing authority, whether state, local, or federal.

62. Each PAGA Payment Share is intended to settle the PAGA Group Members' claims for civil penalties. Accordingly, one hundred percent (100%) of each PAGA Payment Share shall represent civil penalties. The PAGA Payment Share shall be paid to the PAGA Group Member in full without deductions or withholdings, and the Settlement Administrator shall issue an IRS Form 1099 to each PAGA Group Member for that amount. Each PAGA Group Member shall be individually responsible for their own share of applicable income tax withholdings and deductions for his or her PAGA Payment Share.

63. **Total Payment Amount.** In no event will Defendants be required to pay more than the Maximum Settlement Amount (unless that amount is increased pursuant to Paragraph 18 above) for

distribution to the Plaintiff, Class Counsel, Participating Class Members, PAGA Group Members, LWDA, Settlement Administrator, or for any other costs or expenses not otherwise enumerated. However, Defendants' payment of the Employer Payroll Tax attributable to the Settlement Share payments constituting wages will be made separately and shall not come from the Maximum Settlement Amount.

64. **Payments to Plaintiff and Class Counsel and Others.** Subject to the terms and conditions of this Settlement, the Settlement Administrator will make the following payments out of the Maximum Settlement Amount as follows:

(a) **To Plaintiff:** In addition to their respective Settlement Shares, Plaintiff will apply to the Superior Court for a Class Representative Payment in an amount not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00). Defendants will not oppose this Class Representative Payment. The Settlement Administrator will pay the Class Representative Payment approved by the Superior Court out of the Maximum Settlement Amount. Payroll tax withholding and deductions will not be taken from the Class Representative Payment and an IRS Form 1099 will be issued to Plaintiff for this payment.

(b) **To Class Counsel:** Class Counsel will apply to the Superior Court for the Class Counsel Fees Payment in an amount not to exceed 35% of the Maximum Settlement Amount (currently estimated to be One Hundred Twelve Thousand Seven Hundred Thirty-Five Dollars and Zero Cents (\$112,735.00)). Class Counsel will also submit to the Superior Court a memorandum of costs for the Class Counsel Litigation Expenses Payment in an amount not to exceed Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00) as request for reasonable costs of suit to be paid from the Maximum Settlement Amount. Defendants will not oppose these requests. The Settlement Administrator will pay the amounts approved by the Superior Court out of the Maximum Settlement Amount. Withholding and deductions will not be taken from the Class Counsel Fees Payment or Class Counsel Litigation Expenses Payment and one or more IRS Forms 1099 will be issued to Class Counsel with respect to those payments.

(c) **To the LWDA:** As part of his Motions for Preliminary and Final Approval, the Plaintiff will apply to the Superior Court for approval of the LWDA Payment in the amount of Eighteen

Thousand Seven Hundred Fifty Dollars and Zero Cents (\$18,750.00), which shall constitute the LWDA's seventy-five percent (75%) share of Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) in civil penalties paid under this Settlement. The remaining Six Thousand Two Hundred Fifty Dollars and Zero Cents (\$6,250.00) in civil penalties shall be distributed on a *pro rata* basis based upon the number of pay periods worked by each PAGA Group Member ("PAGA Payment").

(d) **To the Settlement Administrator:** The Settlement Administrator will be paid from the Maximum Settlement Amount its reasonable fees and expenses as approved by the Superior Court, which are estimated not to exceed Ten Thousand Dollars (\$10,000.00).

65. **Appointment of Settlement Administrator.** The Parties will ask the Superior Court to appoint Phoenix Class Action Administration Solutions, a qualified and experienced administrator based in California where the Action is venued, to serve as the Settlement Administrator, which, as a condition of appointment, will agree to be bound by this Agreement with respect to the performance of its duties and its compensation. The Settlement Administrator's duties will include (i) calculating Settlement Shares and PAGA Payment Shares; (ii) preparing, printing, and mailing the Class Notice to all Class Members; (iii) using reasonable measures to contact all Class Members, including conducting a National Change of Address search on all Class Members before mailing the Class Notice to each Class Member's address; (iv) re-mailing the Class Notice to the Class Member's new address for those Class Members whose address had changed; (v) setting up a toll-free telephone number to receive calls from Class Members; (vi) receiving requests for exclusion and objections to the Settlement; (vii) providing the Parties with weekly status reports about the delivery of Class Notices and any requests for exclusion and objections; (viii) issuing the checks to effectuate the payments due under the Settlement; (ix) using reasonable measures to deliver issued checks to Participating Class Members, including use of a "skip-trace" for undeliverable checks; and (x) otherwise administering the Settlement pursuant to this Agreement including paying and reporting the employer's share of the payroll taxes to the appropriate taxing agency. The Settlement Administrator will have the final authority to resolve all disputes concerning the calculation of a Participating Class Member's Settlement Share and/or PAGA Group Member's PAGA Payment Share, subject to the terms set forth in this Agreement. The Settlement Administrator's reasonable fees and expenses are estimated to not exceed Ten Thousand Dollars

(\$10,000.00) and will be paid out of the Maximum Settlement Amount, as set forth herein, subject to Court approval.

V. RELEASE OF CLAIMS

66. **Plaintiff's Released Claims.** Plaintiff, individually and on behalf of Plaintiff's heirs, executors, administrators, representatives, attorneys, successors and assigns knowingly and voluntarily releases and forever discharges Defendants, including any and all parent corporation, affiliates, subsidiaries, managers, divisions, predecessors, insurers, franchisors, successors and assigns, including but not limited to each of their current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs (collectively, "Plaintiff's Released Parties"), to the fullest extent permitted by law, of and from any and all claims, known and unknown, asserted and unasserted, which Plaintiff has or may have against the Plaintiff's Released Parties as of the date of execution of this Settlement Agreement. Plaintiff is not waiving any rights Plaintiff may have to: (i) Plaintiff's own vested accrued employee benefits under the Defendants' health, welfare or retirement benefits plans, if any, as of the date of execution of this Settlement Agreement; (ii) benefits or rights to seek benefits under applicable workers' compensation (except as to claims under Labor Code §§ 132a and 4553 which are expressly released herein) or unemployment insurance or indemnification statutes; (iii) pursue claims which by law cannot be waived by signing this Settlement Agreement; and (iv) enforce this Settlement Agreement.

67. To affect a full and complete general release as described above, Plaintiff expressly waives and relinquishes all rights and benefits of § 1542 of the Civil Code of the State of California and does so understanding and acknowledging the significance and consequence of specifically waiving § 1542. Thus, notwithstanding the provisions of § 1542, and to implement a full and complete release and discharge of all parties, Plaintiff expressly acknowledges this Settlement Agreement is intended to include in its effect, without limitation, all claims Plaintiff does not know or suspect to exist in Plaintiff's favor at the time of signing this Settlement Agreement, and that this Settlement Agreement contemplates the extinguishment of any such claims. Plaintiff warrants Plaintiff has read this Settlement Agreement, including this waiver of California Civil Code § 1542, and that Plaintiff has consulted with

1 or had the opportunity to consult with counsel of Plaintiff's choosing about this Settlement Agreement
 2 and specifically about the waiver of § 1542, and that Plaintiff understands this Settlement Agreement
 3 and the § 1542 waiver, and so Plaintiff freely and knowingly enters into this Settlement Agreement.
 4 Plaintiff further acknowledges that Plaintiff later may discover facts different from or in addition to
 5 those Plaintiff now knows or believes to be true regarding the matters released or described in this
 6 Settlement Agreement, and even so Plaintiff agrees that the releases and agreements contained in this
 7 Settlement Agreement shall remain effective in all respects notwithstanding any later discovery of any
 8 different or additional facts. Plaintiff expressly assume any and all risk of any mistake in connection
 9 with the true facts involved in the matters, disputes or controversies released or described in this
 10 Settlement Agreement or with regard to any facts now unknown to Plaintiff relating thereto.

11 **68. Participating Class Members Released Claims.** As of the date of the Judgment, each
 12 Participating Class Member, and without the need to manually sign a release document, shall release the
 13 Released Parties from all causes of action and claims that were alleged in the Action or reasonably could
 14 have been alleged based on the facts and legal theories contained in the Action, including all of the
 15 following claims for relief: (1) Unpaid Overtime; (2) Unpaid Meal Period Premiums; (3) Unpaid Rest
 16 Period Premiums; (4) Unpaid Minimum Wages; (5) Final Wages Not Timely Paid; (6) Wages Not
 17 Timely Paid During Employment; (7) Failure to Provide Accurate Wage Statements; (8) Failure to
 18 Reimburse Business Expenses; (9) Violation of California Business & Professions Code section 17200
 19 Competition Business and Professions Code Sections 17200, *et seq.*; and (ix) any claim arising from the
 20 claims described above under applicable federal, state, local or territorial law as well as applicable
 21 regulations and Wage Orders or any of the claims, causes of action or legal theories of relief pleaded in
 22 the operative complaint (collectively, the "Released Claims"). This Settlement serves as res judicata for
 23 any claims brought under the FLSA for the Class Period for claims that were or could have been alleged
 24 in the Action. *Rangel v. PLS Check Cashers of California* (2018) 899 F. 3d 1106. Participating Class
 25 Members who cash their checks are deemed to have waived all Released Claims inclusive of claims
 26 under the Fair Labor Standards Act. Participating Class Members who do not cash their checks shall be
 27 deemed to waive all Released Claims. Released Claims for Class Members who worked for Defendant
 28 in California during the Class Period shall have their claims released during the Class Period.

69. **PAGA Group Released Claims.** As of the date of the Judgment, each PAGA Group Member, and without the need to manually sign a release document, shall release the Released Parties for claims for civil penalties pursuant to PAGA based upon all causes of action and claims that were alleged in the Action or reasonably could have been alleged based on the facts and legal theories contained in the Action, and/or the LWDA Exhaustion Letter including all of the following claims for relief: (i) unpaid minimum wages; (ii) unpaid overtime; (iii) failure to provide meal periods; (iv) failure to authorize and permit rest periods; (v) failure to provide compliant wage statements; (vi) failure to timely pay wages during employment and upon termination; (vii) failure to reimburse necessary business expenses; (ix) failure to maintain proper employment records; and (x) all claims under the California Labor Code Private Attorneys General Act of 2004 that could have been premised on the claims, causes of action or legal theories described above or any of the claims, causes of action or legal theories of relief pleaded in the Action; (xi) any claim for costs and attorneys' fees and expenses; and (xii) any claim arising from the claims described above under applicable federal, state, local or territorial law as well as applicable regulations and Wage Orders (collectively, the "PAGA Released Claims"). PAGA Released Claims for PAGA Group Members who worked for Defendants in California during the PAGA Period shall have their claims released during the PAGA Period.

70. Released Parties includes Defendant and their past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, including but not limited to O'Hagan Meyer, insurers, reinsurers partners, investors, shareholders, administrators, parent companies, franchisors, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

71. In light of the binding nature of a PAGA judgment on non-party employees pursuant to *Arias v. Sup. Ct. (Angelo Dairy)* (2009) 46 Cal.4th 969 and *Cardenas v. McLane Foodservice, Inc.* (2011) 796 F.Supp.2d 1246, individuals otherwise meeting the definition of a Class Member who exclude themselves from the Settlement shall nonetheless receive a payment for the amount of each such individual's estimated share of the PAGA Payment and shall have released PAGA claims, as outlined in Paragraph 70.

72. The Released Claims and PAGA Released Claims described in Paragraphs 69 and 70

expressly exclude all claims made by a Participating Class Member and/or PAGA Group Member for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, claims while classified as exempt, and claims outside of the Class Period and/or PAGA Period.

73. **Class Counsel.** As of the Effective Date, and except as otherwise provided by this Settlement, Class Counsel and any counsel associated with Class Counsel waive any further claims to costs and attorneys' fees and expenses against Defendants or the Released Parties arising from or related to the Action, including but not limited to claims based on the Labor Code, the Code of Civil Procedure, PAGA, the Fair Labor and Standards Act, the Business and Professions Code, or any other contract, statute or law ("Class Counsel Released Claims").

74. **No Effect on Other Benefits.** The payment of Settlement Shares and/or PAGA Payment Shares will not result in any additional employee benefit payments (such as 401(k), vacation, or bonus) and shall not have any effect on the eligibility for, or calculation of, any employee benefit.

VI. DUTIES OF THE PARTIES

75. **Mutual Full Cooperation.** The Parties agree to cooperate fully with one another to accomplish and implement the terms of this Stipulation. Such cooperation shall include, but not be limited to, execution of such other documents and the taking of such other actions as may reasonably be necessary to fulfill the terms of this Settlement unless the Court denies the Settlement with prejudice. The Parties shall use their best efforts, including all efforts contemplated by this Stipulation and any other efforts that may become necessary by court order or otherwise, to effectuate this Stipulation and the terms set forth herein. As soon as practicable after execution of this Stipulation, Class Counsel, with the cooperation of Defendants and Defense Counsel, shall take all necessary and reasonable steps to secure the Court's approval of this Stipulation. The Parties will work together to make any non-material modifications of the Settlement requested by the Court to obtain approval of the Parties' Settlement.

76. **Duty to Support and Defend the Class Settlement.** The Parties agree to abide by all of the terms of the Settlement in good faith and to support the Settlement fully and to use their best efforts to defend this Settlement from any legal challenge, whether by appeal or collateral attack.

77. **Duties Prior to Court Approval.** Class Counsel shall promptly submit this Stipulation

1 to the Court for preliminary approval and determination by the Court as to its fairness, adequacy, and
2 reasonableness. Promptly upon execution of this Stipulation, Class Counsel shall apply to the Court for
3 the entry of a preliminary order, scheduling a hearing on the question of whether the proposed Class
4 Settlement should be approved as fair, reasonable, and adequate as to the Class Members, approving as
5 to form and content the proposed Class Notice attached hereto as Exhibit "A", respectively, and
6 directing the mailing of the Class Notice to Settlement Class Members.

7 **78. Non-Monetary Relief and Catalyzation of Policy Change.** Although Defendants deny
8 any liability of any kind associated with the claims alleged in the Lawsuit, deny any liability or
9 intentional wrongdoing, Defendants revised and updated their wage and hour policies and practices,
10 including but not limited to their timekeeping and meal period and rest break policies and procedures.

11 **VII. MISCELLANEOUS TERMS**

12 **79. No Admission of Liability.** Defendants deny that they have engaged in any unlawful
13 activity, have failed to comply with the law in any respect, or have any liability to anyone under the
14 claims asserted in the Action. This Settlement is entered into solely for the purpose of compromising
15 highly disputed claims. Nothing in this Settlement is intended or will be construed as an admission of
16 liability or wrongdoing by Defendants, an admission by Plaintiff that any of his claims were non-
17 meritorious, or any defense asserted by Defendants was meritorious. This Settlement and the fact that
18 Plaintiff and Defendants were willing to settle the Action will have no bearing on, and will not be
19 admissible in connection with, any litigation (other than solely in connection with the Settlement).

20 **80.** The Parties also agree that this release constitutes a resolution of a good faith dispute
21 concerning wages and complies with Labor Code Section 206.5, which reads in part:

22
23 "Execution of release of claim or right on account of wages due. No
24 employer shall require the execution of any release of any claim or
25 right on account of wages due, or to become due, or made, or made as
26 an advance on wages to be earned, unless payment of those wages has
27 been made."
28

1 81. Whether or not the Judgment becomes Final, neither the Settlement, any document,
2 statement, proceeding or conduct related to the Settlement, nor any reports or accounting of those
3 matters, will be (i) construed as, offered or admitted in evidence as, received as, or deemed to be
4 evidence for any purpose adverse to Defendants or any of the Released Parties, including, but not
5 limited to, evidence of a presumption, concession, indication or admission by any of the Released
6 Parties of any liability, fault, wrongdoing, omission, concession or damage; or (ii) disclosed, referred to
7 or offered in evidence against any of the Released Parties, or any other civil, criminal or administrative
8 action or proceeding except for purposes of effectuating this Settlement.

9 82. Notwithstanding Paragraph 82 of this Settlement, any and all provisions of this
10 Settlement may be admitted in evidence and otherwise used in any and all proceedings to enforce any or
11 all terms of this Settlement, or in defense of any claims released or barred by this Settlement.

12 83. **Non-Disparagement.** Plaintiff and Class Counsel agree not to make any untruthful,
13 malicious, disparaging or defamatory statements, allegations, comments or communications, regardless
14 of form (whether written, oral, electronic, including but not limited to Glassdoor, Yelp, or otherwise),
15 regarding the Released Parties. Plaintiff and Class Counsel further agree not to encourage authorize or
16 permit any such statements, allegations, comments or communications to be made by others on their
17 behalf. To the extent Plaintiff and/or Class Counsel have posted any negative comments about the
18 Released Parties on Glassdoor, Yelp, or other websites, Plaintiff and/or Class Counsel agree to request
19 that these comments be removed and to provide a copy of such request to Defense Counsel within 30
20 days of the execution of this Agreement.

21 84. **Neutral Employment Reference:** In the event that Defendant is contacted by any
22 prospective employer of Plaintiff, Defendant agrees to provide a neutral reference by
23 verifying only Plaintiff's dates of employment and position held..

24 85. **Integrated Agreement.** After this Settlement is signed and delivered by all Parties and
25 their counsel, this Settlement and its exhibits will constitute the entire agreement between the Parties
26 relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants,
27 or inducements have been made to any Party concerning this Settlement or its exhibits other than the
28 representations, warranties, covenants, and inducements expressly stated in this Settlement and its

exhibits.

86. **Attorney Authorization.** Class Counsel and Defense Counsel warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Settlement. The Parties and their counsel will cooperate with each other and use their best efforts to affect the implementation of the Settlement. In the event 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 will seek the assistance of mediator Steven Serratore, Esq., and if no resolution is reached the Superior Court, and in all cases all such documents, supplemental provisions and assistance of the court will be consistent with this Settlement.

87. **Modification of Agreement.** This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties, their successors-in-interest, and/or the Parties' respective counsel, as authorized.

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

89. **Applicable Law.** All terms and conditions of this Settlement and its exhibits will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law principles or choice of law principles.

90. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Settlement. This Settlement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

91. **Fair Settlement.** The Parties and their respective counsel believe and warrant that this Settlement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Settlement through arms-length negotiations, taking into account all relevant factors, current and potential.

92. **Headings.** The descriptive heading of any section or Paragraph of this Settlement is inserted for convenience of reference only and does not constitute a part of this Settlement.

Heather Davis, Esq.
Amir Nayebdadash, Esq.
Protection Law Group
149 Sheldon Street
El Segundo, California 90245

Matthew C. Sgnilek, Esq.
Maysa Saaed, Esq.
O'HAGAN MEYER
4695 MacArthur Court, Suite 900
Newport Beach, California 92660

Attorneys for Defendant
J.G. Bailey Company Millrock Way-2 LLC

94. **Execution in Counterpart.** This Settlement may be executed in one or more counterparts. All executed counterparts and each of them will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves original signed counterparts. Facsimile signatures, scanned PDF signatures, and electronic signatures will be presumptive evidence of execution of the original, which shall be produced on reasonable request. Any executed counterpart will be admissible to prove the existence and contents of this Settlement.

SIGNATURES ON NEXT PAGE

1 DATED: 7/18/2025

Firmado por:
Yolanda Perez
-
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Plaintiff Yolanda Perez

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4 DATED: _____

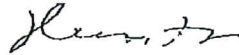
Defendant J.G. Bailey Company Millrock Way-2 LLC

Name: _____

Title: _____

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11 DATED: 7/17/2025

PROTECTION LAW GROUP, LLP

12
13 By: 
14 Heather Davis, Esq.
15 Amir Nayebdadash, Esq.
16 Shadi Sahebghalam, Esq.
17 Attorneys for Plaintiff
18 Yolanda Perez and the Putative Class/PAGA Mbrs

19
20 DATED: _____

O'HAGAN MEYER

21
22 By: _____
23 Matthew C. Sgnilek, Esq.
24 Maysa Saaed, Esq.

25 Attorneys for Defendant
26 J.G. Bailey Company Millrock Way-2 LLC
27
28

1 DATED: _____

2 Plaintiff Yolanda Perez

3
4 DATED: Jul 17, 2025


Jim Bailey (Jul 17, 2025 13:12 PDT)

5 Defendant J.G. Bailey Company Millrock Way-2 LLC

6 Name: Jim Bailey

7 Title: Owner

8
9
10
11 DATED: _____

PROTECTION LAW GROUP, LLP

12
13 By: _____

14 Heather Davis, Esq.

15 Amir Nayebdadash, Esq.

16 Shadi Sahebghalam, Esq.

17 Attorneys for Plaintiff

18 Yolanda Perez and the Putative Class/PAGA Mbrs

19
20 DATED: July 17, 2025

O'HAGAN MEYER

21
22 By: _____



23 Matthew C. Sgnilek, Esq.

24 Maysa Saeed, Esq.

25 Attorneys for Defendant

26 J.G. Bailey Company Millrock Way-2 LLC

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EXHIBIT A

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Perez v. J.G. Bailey Company Millrock Way-2, LLC
Kern County Superior Court, Case No. BCV-24-101284

**THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A SOLICITATION.
PLEASE READ THIS NOTICE CAREFULLY.
YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT.**

To: All current and former hourly-paid, non-exempt employees of J.G. Bailey Company Millrock Way-2, LLC who were employed by J.G. Bailey Company Millrock Way-2, LLC in the state of California at any time between April 12, 2020 to July 31, 2024.

BASIC INFORMATION

1. What Is This Settlement About?

A lawsuit was commenced by Yolanda Perez (“Plaintiff”), former employee of J.G. Bailey Company Millrock Way-2, LLC (“Defendant”), on April 12, 2024 alleging the following causes of action: (1) Violation of Cal. Labor Code §§ 510 and 1198 (Unpaid Overtime); (2) Violation of Cal. Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums); (3) Violation of Cal. Labor Code § 226.7 (Unpaid Rest Period Premiums); (4) Violation of Cal. Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages); (5) Violation of Cal. Labor Code §§ 201, 202, and 203 (Final Wages Not Timely Paid); (6) Violation of Cal. Labor Code §§ 204 and 210 (Wages Not Timely Paid During Employment); (7) Violation of Cal. Labor Code § 226(a) (Failure to Provide Accurate Wage Statements); (8) Violation of Cal. Labor Code §§ 2800 and 2802 (Failure to Reimburse Necessary Business Expenses); (9) Violation of Cal. Business & Professions Code § 17200, et. seq. On June 14, 2024, Plaintiff filed a First Amended Complaint to add a cause of action under the Private Attorneys General Act of 2004 (“PAGA”) in violation of Cal. Labor Code § 2699. The case is currently pending in the Kern County Superior Court, Case No. BCV-24-101284 (the “Lawsuit”).

Defendant vigorously denies all the claims and contentions made in the Actions and maintains it has fully complied with the law. However, Defendant has agreed to settle the Actions to avoid the expense of litigation.

2. Why Is This A Class Action?

In a class action, one or more people called the Class Representative (in this case, Yolanda Perez) sue on behalf of people who appear to have similar claims. All these people are referred to here as Class Members. In a class action, the court resolves the issues for all Class Members in one lawsuit, except for those who exclude themselves from the Class. The Kern County Superior Court (“Court”) is in charge of this class action.

3. Why Is There A Settlement?

The Court did not decide in favor of Plaintiff or Defendant. Instead, both sides agreed to a Settlement. This allows the Parties to avoid the risk and uncertainty of trial and any subsequent appeal, and all affected employees who have not opted out of the Settlement will receive compensation. The Settlement is not an admission of liability by Defendant. Plaintiff and the attorneys believe the Settlement is fair, reasonable and adequate, and in the best interests of all Class Members.

WHO IS INCLUDED IN THE SETTLEMENT?

4. How Do I Know If I Am Part Of The Settlement?

You are considered a Class Member, if you were employed by Defendant as an hourly-paid, non-exempt employee in the State of California at any time between April 12, 2020 to July 31, 2024 (the “Class Period”).

You are considered a PAGA Member, if you were employed by Defendant as an hourly-paid, non-exempt employee in the State of California at any time between April 12, 2023, to July 31, 2024 (the “PAGA Period”).

THE SETTLEMENT BENEFITS—WHAT YOU GET

5. What Does The Settlement Provide?

The Settlement provides that Defendant will pay a maximum amount of Five Hundred Thousand Dollars (\$322,100.00) (“Gross Settlement Amount”). This includes all costs and attorneys’ fees for Class Counsel.

The “Net Settlement Amount” is the portion of the Gross Settlement Amount that will be available for distribution to Class Members who do not submit timely and valid requests for exclusion in exchange for the release of their class claims. The Net Settlement Amount is the Gross Settlement Amount less the following amounts (which are subject to Court approval):

- A. **Attorneys’ Fees to Class Counsel** not to exceed 35% of the Gross Settlement Amount or One Hundred Twelve Thousand Seven Hundred Thirty-Five Thousand Dollars (\$112,735.00);
- B. **Litigation Costs/Expenses to Class Counsel** not to exceed Thirty-Five Thousand Dollars (\$35,000.00);
- C. **Enhancement Payment to the Class Representative** in an amount not to exceed Ten Thousand Dollars (\$10,000.00) for Plaintiff Yolanda Perez;
- D. **Settlement Administration Costs** in an amount not to exceed Ten Thousand Dollars (\$10,000); and
- E. **PAGA Payment** in the amount of Twenty-Five Thousand Dollars (\$25,000.00) for the settlement of claims arising under PAGA. Seventy-Five percent (75%) of this amount (\$18,750.00) shall be paid to the Labor and Workforce Development Agency (“LWDA”). The remaining twenty-five percent (25%) of this amount (\$6,250.00) will be distributed to PAGA Members.

The amount you are eligible to receive from the Settlement, your “Individual Settlement Payment” will be determined on a *pro rata* basis, based on the number of weeks you worked in California as an hourly-paid, non-exempt employee of Defendant between April 12, 2020 to July 31, 2024 (“Workweeks”). Your Individual Settlement Payment includes both your estimated share of the Net Settlement Amount and, if eligible, your share of the PAGA Payment.

Your Individual Settlement Payment will be apportioned as twenty percent (20%) wages; forty percent (40%) shall be allocated as interest; and forty percent (40%) shall be allocated as penalties. The wage portion of the Individual Settlement Payment will be subject to tax withholdings customarily made from an employee’s wages

and all other authorized and required withholdings and will be reported on a W-2 Form. Both employee and employer-side payroll taxes on the wage portion of Individual Settlement Payments shall be deducted from the Net Settlement Amount. The penalties and interest portions of each Class Member's settlement payment shall be subject to all authorized and required withholdings other than the tax withholdings customarily made to an employee's wages and will be reported on an IRS Form 1099.

You worked XXX Workweeks during the Class Period. Your Individual Settlement Payment is \$XXX.XX. The amount of the payment may change depending on the number of timely and valid requests for exclusions submitted, if any, required tax withholdings, and the terms of the Court's final order approving the Settlement.

You worked XXX Workweeks during the PAGA Period. Your estimated share of the PAGA Payment is \$XXX.XX.

The Individual Settlement Payment was determined based on Defendant's records of your employment between April 12, 2020, to July 31, 2024, and is presumed correct. The PAGA Payment was determined based on Defendant's records of your employment between April 12, 2023, to July 31, 2024. If you dispute the accuracy of Defendant's records as to the number of weeks worked during the Class Period or PAGA Period, provide any documentation you have supporting such dispute by [RESPONSE DEADLINE]. All disputes regarding your Workweeks will be resolved and decided by the Settlement Administrator subject to review by the Court. The Settlement Administrator's contact information is listed below:

[Settlement Administrator]

[Address]

[Telephone No.]

[Fax No.]

6. How Can I Get A Payment?

You do not have to do anything to qualify for a payment of your portion of the Settlement.

7. What Am I Giving Up If I Do Not Request To Be Excluded From The Settlement?

Upon the complete funding of the Gross Settlement Amount, in exchange for the consideration set forth by the Settlement, Class Members who do not submit a timely, valid request for exclusion will release the "Released Parties" from the "Released Class Claims" that arose during the "Class Period."

The "Released Parties" include Defendant J.G. Bailey Company Millrock Way-2, LLC and each of its former and present directors, officers, shareholders, owners, attorneys, insurers, employees, predecessors, successors, and assigns.

The "Released Class Claims" include all claims, rights, demands, liabilities and causes of action that are alleged, or reasonably could have been alleged based on the facts and claims asserted in the operative Complaint in this Action including the following claims: (i) failure to pay all regular wages, minimum wages, overtime wages, double time wages, and failure to pay other wages of any kind during employment; (ii) failure to provide meal periods and/or pay meal period premiums; (iii) failure to provide rest periods and/or pay rest period premiums; (iv) failure to reimburse or indemnify necessary business expenses; (v) failure to provide complete, accurate wage statements; (vi) failure to timely pay wages at time of termination or resignation; (vii) failure to timely pay wages during employment; (viii) failure to maintain accurate employment records; (ix) and unfair business practices that could have been

premised on the claims, causes of action or legal

theories of relief described above or any of the claims, causes of action or legal theories of relief pleaded in the operative Complaint.

The “Class Period” during which the release of Released Class Claims pertains is from April 12, 2020, to July 31, 2024.

All Class Members will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged any and all Released Class Claims arising under PAGA with respect to all of the Released Parties irrespective of whether a Class Member submits a Request for Exclusion Form.

The “Released PAGA Claims” means all claims for civil penalties under the California Labor Code Private Attorneys General Act of 2004 that could have been premised on the facts alleged both in the PAGA Notices provided to the LWDA and in the operative Complaint for the PAGA Period.

The “PAGA Period” during which the release of the Released PAGA Claims pertain is from April 12, 2023, to July 31, 2024.

8. How Can I Not Participate In The Settlement?

If you do not want to be part of the Settlement, you can request to be excluded from the Settlement by mailing a written Request for Exclusion to the Settlement Administrator. To be valid, your Request for Exclusion must include: (i) your full name, (ii) your address, (iii) the last four digits of your Social Security number (or Tax ID), (iv) the following statement or a similar statement: “I wish to exclude myself from the class action settlement reached in the matter of *Perez v. J.G. Bailey Company Millrock Way-2, LLC*. I understand that by excluding myself I will not receive money from the class settlement;” and (v) your signature.

The written request for exclusion must be mailed to the Settlement Administrator at the address listed below, post-marked by **[RESPONSE DEADLINE]**. You cannot exclude yourself by phone. If applicable, you may not exclude yourself from the PAGA Group and will be bound by the PAGA Released Claims.

[Settlement Administrator]

[Address]

[Telephone No.]

[Fax No.]

THE LAWYERS REPRESENTING THE PROPOSED CLASS

9. Do I Have A Lawyer In This Case?

The Court has approved PROTECTION LAW GROUP, LLP as Class Counsel. The firm's contact information is as follows:

PROTECTION LAW GROUP, LLP

Heather Davis, Esq.
Amir Nayebdadash, Esq.
Shadi Sahebghalam, Esq.
149 Sheldon Street
El Segundo, California 90245
Telephone: (424) 290-3095
Facsimile: (866) 264-7880

Class Counsel will ask the Court for attorneys' fees of up to \$112,735.00 and reimbursement of litigation costs/expenses of up to \$35,000.00. These amounts are subject to Court approval and the Court may award less than these amounts.

OBJECTING TO THE SETTLEMENT

You can object to the Settlement or some part of it. Please note that you cannot both exclude yourself and object to the Settlement. In order for you to object to this Settlement, or any term of it, you may not submit a Request for Exclusion.

12. How Do I Tell The Court If I Don't Like The Settlement?

If you are a Class Member, you can object to the Settlement and you can give reasons for why you think the Court should not approve it. The Court will consider your views. To object, you must mail your objection to the Settlement Administrator no later than [RESPONSE DEADLINE]. Your objection must include (i) your full name, current address, and signature; (ii) a clear reference to the Lawsuit; and (iii) a statement of the specific reasons why you believe the Settlement is unfair or why you object to the Settlement. All objections shall be signed by the objecting Class Member or the Class Member's legally authorized representative. You may also come to the Final Approval Hearing on [DATE] and make an objection at that time, regardless of whether you submitted a written objection.

13. What Is The Difference Between Objecting And Excluding?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to grant final approval of the Settlement ("Final Approval Hearing"). You may attend, but you do not have to attend.

14. When And Where Will The Court Decide Whether To Approve The Settlement?

The Court will hold the Final Approval Hearing at [REDACTED] a.m./p.m. on [REDACTED], at the Kern County Superior Court located at 1215 Truxtun Avenue, Bakersfield, California 93301 in Department H.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them.

15. Do I Have To Come To The Hearing?

No. If you agree to the Settlement, you do not have to come to Court to talk about it. However, you may attend either virtually, in person or through your own attorney at this hearing. For information on how to access a hearing virtually, please visit the Court's website at www.kern.courts.ca.gov and click on "Online Services" or visit Court's webpage directly at www.courts.ca.gov/online-services/remote-court-hearings/metro-justice-division-h-audio-streaming

Please note that face masks are strongly recommended inside all Kern County courthouses in alignment with Kern County Department of Public Health guidance. Please check the Court's website at <https://www.kern.courts.ca.gov> for current social distancing procedures for attending the hearing should you wish to do so.

The Final Approval Hearing may be postponed without further notice to Settlement Class members. Any changes to the date, time, or location of the Final Approval Hearing will be posted on the Settlement Administrator's website at <http://www.kern.courts.ca.gov>.

16. How Will I Learn If The Settlement Was Approved?

A notice of final judgment will be posted on the Settlement Administrator's website located at www.kern.courts.ca.gov.

IF YOU DO NOTHING

17. What Happens If I Do Nothing At All?

If you do nothing, you will receive your share of the Settlement, and you will release the Released Class Claims. You will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant or the other Released Parties about the Released Class Claims, ever again. Your Individual Settlement Payment will be mailed to you and remain valid and negotiable for 180 days. If you do not cash your settlement check within 180 days, these funds will be transferred to the Controller of the State of California's Unclaimed Property Fund. You may then claim these funds from there via https://www.sco.ca.gov/upd_msg.html.

GETTING MORE INFORMATION

18. How Do I Get More Information?

This Notice is only a summary of the Lawsuit and the Settlement. For more information, you may inspect the Court's files and the Settlement Agreement at the Office of the Clerk of the Kern County Superior Court, located at 1215 Truxtun Avenue, Bakersfield, California 93301, during regular court hours. For more information on how to view the file online, request a copy of the file to be mailed to you, or viewing the filing in person, please visit the Court's website at <http://www.lacourt.org>, and click on "Online Services", "Case Document Images - Civil", and follow the instructions on creating an online account.

You can also get a copy of the Settlement Agreement by viewing the settlement located on the Settlement Administrator's website at www.kern.courts.ca.gov or by contacting the Settlement Administrator or Class Counsel.

WHAT IF MY INFORMATION CHANGES?

19. What If My Contact Information Changes?

It is your responsibility to inform the Settlement Administrator of your updated information to ensure receipt of settlement payments or communications regarding this matter. You can change or update your contact information by contacting the Settlement Administrator.

**DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR
THE LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE.**

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EXHIBIT 3