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on behalf of herself and all others similarly situated

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

CLAUDIA E. GONZALEZ, an individual,
on behalf of herself and others similarly
situated,

Plaintiff,

vs.

THE ANNENBERG FOUNDATION
TRUST AT SUNNYLANDS, a non-profit
entity; and DOES 1 through 50, inclusive,

Defendants.

Case No.: CVRI2401980

CLASS ACTION

Assigned for All Purposes To:
Hon. Harold W. Hopp
Dept.: 1

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

Date: August 5, 2025
Time: 8:30 a.m.
Dept.: 1
Reservation: **075110275535**

Original Complaint Filed: April 12, 2024
First Amended Complaint September 23, 2024
Trial Date: None Set

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I, Marta Manus, declare:

1. I am an attorney licensed and admitted to practice before all courts of the State of California and the United States District Courts for the Central, Southern, Eastern and Northern Districts of California. I am an Associate Attorney at D.Law, Inc. (“D.Law”), and attorney of record for Plaintiff CLAUDIA E. GONZALEZ (“Plaintiff” or “Class Representative”) on behalf of similarly situated employees of Defendant THE ANNENBERG FOUNDATION TRUST AT SUNNYLANDS (“Defendant”).

2. All the matters set forth herein are within my personal knowledge, except those matters that are stated to be upon information and belief. As to such matters, I believe them to be true. I submit this Declaration in support of Plaintiff's Unopposed Motion for Preliminary Approval of the parties' Class Action and PAGA Settlement Agreement ("Settlement Agreement", "Settlement", or "SA"), a true and correct copy of which is attached hereto as **Exhibit 1**.

QUALIFICATIONS AND ADEQUACY OF CLASS COUNSEL

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

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

5. D.Law has litigated and successfully resolved many wage and hour class action cases involving failure to pay wages and derivative Labor Code claims and penalties. See e.g. *De La Rosa v. The Coca Cola Company et al.* (Superior Court of California in Napa, 17CV000787), *Harvey v. Bed Bath & Beyond of California Limited Liability Company* (Superior Court of

1 California in Alameda, RG17885153), Paredes v. Bottling Group LLC et. al. (Superior Court of
2 California in Kern), Ramirez v. Harris Ranch Beef Company (Superior Court of California in
3 Fresno, 16CECG04103), Gates v. Gate Gourmet, Inc. et. al. (Southern District of California, 16-
4 cv-01084-L-AGS), Hargrave v. Antelope Valley Hospital (Superior Court of California in Los
5 Angeles, BC663252), Ramirez v. Milton Roy et. al. (Superior Court of California in Los Angeles,
6 BC 632 276), Hawkins v. AvalonBay Communities (Superior Court of California in Santa Clara,
7 17CV316492), Jones Tharpe et al. v. Sprint Corporation et al. (Superior Court of California in
8 Los Angeles, BC644645), Ortega et al. v. Nestle Waters North America, Inc. et al. (Superior
9 Court of California in Los Angeles, BC623610), Schultz v. Jimbo's Natural Family, Inc.
10 (Superior Court of California in San Diego, 37-2017-00022348-CUE-OE-CTL), Ambrose v.
11 Victor Valley Global et al. (Superior Court of California in San Bernardino, CIVDS1709289),
12 Puerta-Gildardo v. Real Time Staffing Services LLC et. al. (Superior Court of California in Los
13 Angeles, BC565445), Vargo v. Pregis Innovative Packaging LLC (Superior Court of California in
14 Tulare, 270836), Conlin v. Aegis Senior Communities LLC (Northern District of California, 17-
15 cv-05534-LHK), Galarza v. Kloeckner Metals Corporation (Central District of California, 2:17-
16 cv-04910-FMO), Estes v. L3 Technologies, Inc. et al. (Southern District of California, 3:17-cv-
17 02356-H-JMA), Rowser v. Trunk Club, Inc. (Central District of California, 2:17-cv-05064-DSF-
18 RAO), Leach v. The Claremont Colleges, Inc. (Superior Court of California in Los Angeles,
19 BC686451), Vaesau v. PCT Enterprises, Inc. dba Precision Cabinets (Superior Court of
20 California, County of Contra Costa MSC18-02404), Terry v. TF Louderback, Inc. dba Bay Area
21 Beverage Company (Superior Court of the State of California, County of Contra Costa, MSC18-
22 00859), Roach v. Westcare California, Inc. (Superior Court of California in Kern County, BCV-
23 17-102367-SDS), Patton v. Church & Dwight Co., Inc. (Central District of California, EDCV 18-
24 903-MWF (KKx)), Juarez v. ISL Employees, Inc. (Superior Court of California in Madera,
25 MCV074787), Ferraro v. USC Verdugo Hill s Hospital, et al. (Superior Court of California in Los
26 Angeles, 18STCV09463), Ford v. Account Control Technology, Inc., et al. (Superior Court of
27 California in Los Angeles, 19STCV09369), Ornelas v. iStorage, et al. (Superior Court of
28 California in San Francisco, CGC-18-571421), Martinez v. Ronpak, Inc. (Superior Court of

1 California in Riverside, RIC1901307), Barrera et al. v. Exclusive Wireless, Inc. (Superior Court
2 of California in Stanislaus, 9000687), Barajas v. Mancha Development Company LLC (Superior
3 Court of California in Orange County, 30-2018-00974707-CU-OE-CXC), Prado v. IMAX
4 Corporation dba IMAC Worldwide Home (Superior Court of California in San Bernardino,
5 CIVDS1820265), Rodriguez v. ND Industries, Inc. (Superior Court of California in Los Angeles,
6 19STCV38096), Singletary v. Motel 6 Operating LP, et al. (Southern District of California, 3:20-
7 cv-0270-LAB-AHG), Quizon v. CF Watsonville East, LLC, et al. (Superior Court of California in
8 Santa Cruz, 20CV01868), Stephenson v. Bakersfield Dodge, Inc. (Superior Court of California in
9 Kern, BCV-20-102693), Bacerra v. Hugo Boss Retail, Inc. (Superior Court of California in San
10 Diego, 37-2021-00002933-CU-OE-CTL), Walker v. Ariat International, Inc. (Superior Court of
11 California in Alameda, HG19026439), Orr v. Petvet Care Centers (California) Inc. (Superior
12 Court of California in Santa Clara, 19CV354063), Jimenez v. OEC Distribution Services, Inc.
13 (Superior Court of California in San Bernardino, CIVDS1915743), Viridi v. Absolute Security
14 International (Superior Court of California in San Bernardino, CIVDS 1909589), Raj v. First
15 Transit, Inc (Superior Court of California in Sacramento, 34-2021-00295895-CU-OE-GDS),
16 Marchbanks v. Torrid Administration, Inc. (Superior Court of California in San Diego, 37-2020-
17 00008179-CU-OE-NC), among others.

18 6. I am a 2008 California Western School of Law graduate and was admitted to the
19 California State Bar in December 2008. Since graduating from law school, I have dedicated my
20 entire career to litigating employment class and PAGA actions. I have litigated and settled
21 hundreds of class and PAGA actions and have obtained numerous six and seven figure
22 settlements.

23 7. Attorney David Yeremian is Managing Attorney at D.Law and counsel of record for
24 Plaintiff. Mr. Yeremian graduated from UC Berkeley in 1997 and received his law degree and
25 MBA from UCLA in 2001. Mr. Yeremian has been honored as a Super Lawyers Rising Star in
26 2009, 2010, 2012-2015 and has been named and honored as a Super Lawyer. Since 2007, Mr.
27 Yeremian has focused exclusively on representing employees, including in wage-and-hour class
28 actions. During his career, Mr. Yeremian has represented employees in hundreds of wage-and-

1 hour class action lawsuits as lead or co-lead counsel (including in the Central, Southern, Eastern,
2 and Northern Districts of California), and has obtained six and seven-figure settlements against a
3 range of defendants, including Fortune 500 companies.

4 8. The collective experience of the D.Law attorneys in litigating employment wage and
5 hour matters has been integral in identifying legal issues, evaluating the strengths and weaknesses
6 of a case, and generally negotiating fair and reasonable class and representative action
7 settlements. Practice in the narrow field of wage and hour litigation requires skill and knowledge
8 concerning the constantly evolving substantive law (state and federal), as well as the procedural
9 law of class and representative action litigation. In this action, the attorneys at D.Law are fully
10 equipped to use the skills and knowledge developed over decades of prosecuting and defending
11 wage and hour class actions to fairly and adequately represent the interests of the class members.
12 Therefore, based on our resources, experience, and knowledge, the attorneys at D.Law are well-
13 qualified to act as class counsel and represent Plaintiff and the putative class members in this
14 action.

15 9. For purposes of this motion, the “Class” or “Class Members” consist of “all non-
16 exempt, hourly employees that worked for Defendant from April 13, 2020, through the date of the
17 Preliminary Approval Order, or an earlier date as determined in accordance with the Settlement
18 Agreement.” I do not believe that I have any conflicts of interest with the Class or with the Class
19 Representative. I am not related to the Class Representative. I have not previously represented
20 Defendant in any matter.

21 10. I respectfully submit that I and D.Law are well suited to act as Class Counsel in this
22 action, and we have and will continue to vigorously represent the interests of the Class Members.

23 **PROCEDURAL HISTORY**

24 11. On April 12, 2024, Plaintiff commenced the Action by filing a complaint alleging
25 causes of action against Defendant for (1) Failure to Pay Minimum Wages and For All Hours
26 Worked; (2) Failure to Pay Wages and Overtime; (3) Meal Period Violations; (4) Rest Period
27 Violations; (5) Violation of Labor Code § 226(a); (6) Violation of Labor Code § 221; (7)
28 Violation of Labor Code § 204; (8) Violation of Labor Code § 203; (9) Failure to Maintain

1 Records Required under Labor Code §§ 1174, 1174.5; (10) Failure to Reimburse Necessary
2 Business Expenses; and (11) Violation of Business & Professions Code § 17200 *et seq.*

3 12. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff gave timely written notice
4 to Defendant and the Labor Workforce Development Agency (“LWDA”) by sending her Private
5 Attorneys General Act (“PAGA”) Notice on April 12, 2024 (LWDA-CM-1021974-24). The
6 LWDA did not express an interest in investigating Plaintiff’s claims within the 65-day period.
7 Therefore, on September 23, 2024, Plaintiff filed a First Amended Complaint adding a cause of
8 action for penalties under PAGA.

9 13. Plaintiff contends that Defendant failed to pay Class Members all minimum and
10 overtime wages due and owing, including by requiring off the clock work, failing to provide all
11 legally compliant, off-duty meal and rest breaks, failing to furnish accurate wage statements,
12 failing to timely pay wages including final wages, failing to maintain accurate records, failing to
13 reimburse necessary business expenses, and failing to accurately calculate the regular rate of pay
14 for sick leave and meal premium payments.

15 **INVESTIGATION AND DISCOVERY**

16 14. Before filing the lawsuit, Class Counsel investigated and researched the facts and
17 circumstances underlying the pertinent issues and the law applicable thereto. This required
18 thorough discussions and interviews between Class Counsel and Plaintiff, as well as preliminary
19 research into the various legal issues involved in the case. After conducting their initial
20 investigation, Class Counsel determined that Plaintiff’s claims were well-suited for class and
21 representative action adjudication owing to what appeared to be a common course of conduct
22 affecting a similarly situated group of employees.

23 15. After filing the lawsuit, Class Counsel conducted a thorough investigation of the facts
24 and claims giving rise to the action, including: (1) conducting informal discovery and meeting
25 and conferring with defense counsel about the same; (2) reviewing and analyzing a sampling of
26 time and pay records as well as employment handbooks, Plaintiff’s personnel file, relevant
27 policies and other documentation; (3) researching the applicable law and potential defenses; (4)
28 constructing damage models based on interpretations of California law; and (5) reviewing

1 information provided by Defendant at mediation. The Class enumerated in this action is
2 ascertainable because the Class Members may be readily identified by reference to Defendant's
3 records. Defendant has agreed to share the information from these records with the Settlement
4 Administrator in order to identify and contact the Class Members. Defendant has represented that
5 there are approximately 260 total Class Members.

6 16. Defendant, for its part, vigorously contested liability, the amount of claimed damages,
7 and the propriety of class certification. After Class Counsel analyzed the relevant documents and
8 other gathered data, Class Counsel believed that this case was appropriate for resolution via
9 mediation. Given the high level of risk present for both sides, the parties elected to mediate
10 Plaintiff's claims and explore the possibility of settlement.

11 17. In advance of mediation, Class Counsel conducted a thorough investigation into the
12 facts of, and applicable law to, the Action, including speaking to current and former employees of
13 Defendant regarding Defendant's employment policies and practices. Plaintiff's counsel provided
14 Defendant's counsel with a comprehensive listing of informal discovery items required to
15 constructively mediate. Defendant responded by producing timekeeping and corresponding
16 payroll records for approximately 241 putative class members covering the period of April 12,
17 2020 through December 13, 2024. Prior to mediation, Plaintiff obtained and analyzed the
18 production of a sampling time and payroll data for Class Members and the necessary policy
19 documents through informal discovery to properly evaluate the strengths and weaknesses of the
20 claims and engage in meaningful settlement discussions. The sample was taken from
21 approximately 245 Class Members and contained approximately 217 individuals, yielding an
22 approximate 88% sample size.

23 18. On February 27, 2025, the parties attended mediation with Kelly Knight, Esq., a
24 respected and highly experienced mediator in wage and hour class actions. During mediation,
25 Plaintiff and Defendant's counsel discussed all aspects of the case, including the risks of litigation
26 and the risks to both parties of proceeding with a motion for class certification as well as the law
27 relating to unpaid wages, meal periods, rest periods, wage statements, reimbursement of business
28 expenses, and final pay. As a result of the mediation, the parties agreed to settle the lawsuit

1 according to the terms set forth in the Settlement Agreement, Exhibit 1 hereto.

2 19. From Class Counsel's review of the facts, strengths, and weaknesses of the case, the
3 risks and delays posed by further litigation, and Class Counsel's own prior litigation experience,
4 Class Counsel believes that the recovery for each class member is fair and reasonable taking into
5 consideration the amounts received in other wage and hour class actions, the risks inherent in
6 litigation of this genre, and the reasonable tailoring of each Class Member's claim to the
7 settlement award he or she will receive. Further, and based on the settlement negotiations, which
8 were extensive and conducted in good faith and at arm's length between attorneys with
9 substantial experience litigating class actions and wage and hour cases, the Settlement Agreement
10 was the product of a non-collusive settlement process in which the parties were forced to make
11 significant compromises in the interest of reaching a full and complete settlement of the lawsuit.
12 Class Counsel and counsel for Defendant are not aware of any other class, representative or other
13 collective action in this or any other jurisdiction that asserts claims similar to those asserted in
14 this action on behalf of a class or group of individuals whom would also be members of the class
15 defined in this action.

16 **SUMMARY OF SETTLEMENT**

17 20. Under the terms of the proposed Settlement Agreement, Defendant has agreed to pay
18 One Hundred Ninety-Eight Thousand Dollars and Zero Cents (\$198,000.00), inclusive of all fees
19 and costs. ("Gross Settlement Amount") on a non-reversionary basis to settle and release all
20 claims asserted by Plaintiff in the Action on behalf of the proposed Class. SA ¶ 23.

21 21. The Settlement Agreement defines the "Class" as "all non-exempt, hourly employees
22 that worked for Defendant during the Class Period (as defined herein)." SA ¶ 6. "Class Period"
23 means the period from April 13, 2020, through the date of Preliminary Approval Order, or an
24 earlier date as determined in accordance with this Agreement. SA ¶ 14.

25 22. The "Net Settlement Amount" shall be the Gross Settlement Amount, less the
26 following payments in the amounts approved by the Court: Individual PAGA Payments, the
27 LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment,
28 Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. SA ¶ 29.

1 These amounts are detailed as follows:

- 2 • Class Counsel Fees Payment of not more than Sixty-Six Thousand Dollars and Zero Cents
3 (\$66,000.00) and a Class Counsel Litigation Expenses Payment of not more than Twenty-
4 Five Thousand Dollars and Zero Cents (\$25,000.00) (SA ¶¶ 8 – 9);
- 5 • Administration Expenses Payment of not more than Seven Thousand Five Hundred
6 Dollars and Zero Cents (\$7,500.00) (SA ¶ 3);
- 7 • Class Representative Enhancement Award of not more than Ten Thousand Hundred
8 Dollars and Zero Cents (\$10,000.00) to Plaintiff (SA ¶ 16); and
- 9 • PAGA Penalties in the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) for
10 civil penalties under PAGA, with 75% (\$7,500.00) paid to the LWDA for the LWDA
11 PAGA Payment and 25% (\$2,500.00) paid to Aggrieved Employees for their Individual
12 PAGA Payments. SA ¶ 36.

13 23. The “Individual Class Payment” is each Class Member’s share of the Net Settlement
14 Amount and will be calculated and apportioned from the Net Settlement Amount based on the
15 number of Workweeks a Class Member worked during the Class Period. SA ¶ 23. Using a
16 straight average and assuming they worked throughout the Class Period, Plaintiff estimates that
17 each Class Member will receive an average of \$315.38 for their Individual Class Payment. The
18 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the
19 PAGA Penalties calculated according to the number of Pay Periods worked during the PAGA
20 Period. SA ¶ 25.

21 24. Defendant will pay its employer-side payroll tax obligations on the Wage Portion of
22 the Individual Class Payments in addition to the Gross Settlement Amount. SA ¶ 54.

23 25. The settlement amount was a compromise figure, factoring in the inherent risks related
24 to certification, liability and damages. However, considering all the circumstances of the action
25 and the defenses raised by Defendant against certification, liability and damages, Class Counsel
26 believes that the settlement is fair and reasonable.

27 26. Class Members will receive the Class Notice via first class mail (after the
28 Administrator conducts a national change of address search). SA ¶ 82(a). If the Class Notice is

1 returned as non-deliverable on or before the Response Deadline and a new address is obtained by
2 way of a returned Class Notice, then the Administrator will promptly forward the original Class
3 Notice to the updated address via first-class regular U.S. mail, indicating on the original packet
4 the date of such re-mailing. SA ¶ 82(b).

5 27. Class Members will have an opportunity to dispute the Workweeks and Pay Period
6 information provided in their Class Notice and produce evidence to support their contentions. The
7 Administrator shall decide the dispute and must encourage the Class Member disputing their
8 credited workweeks to produce supporting documentation to resolve the dispute. SA ¶ 85.

9 28. Class Members wishing to opt out from the Agreement must send a signed written
10 request for exclusion to the Settlement Administrator within 45 days from the initial mailing of
11 the Class Notice. SA ¶ 84. Participating Class Members can object to the Settlement by serving a
12 copy of the objection to the Administrator within 45 days after the mailing of the Class Notice.
13 SA ¶ 86(a).

14 29. The parties received quotes for the administration of the Settlement from Apex Class
15 Action, LLC (“Apex”) and from Phoenix Class Action Administration Solutions. The quote from
16 Apex was the most competitive. The parties agreed to appoint Apex to handle the notice and
17 administration of the Settlement. SA ¶ 2. Apex has procedures in place to protect the security of
18 class data, adequate insurance in the event of a data breach or defalcation of funds and is qualified
19 to administer the Settlement. The procedures for mailing notice and processing exclusions and
20 objections as well as distribution of the Net Settlement Amount are detailed in the Settlement
21 Agreement. SA ¶¶ 79-86.

22 **THE STRENGTH OF PLAINTIFF’S CASE**

23 **IN LIGHT OF THE SETTLEMENT AMOUNT**

24 30. Because the class consists of numerous employees, it was unlikely that the potential
25 monetary claims of individual Class Members would have proved viable without the class-action
26 mechanism. The Settlement Agreement should be approved in light of two California appellate
27 decisions: *Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785 and *Kullar v.*
28 *Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116.

1 31. The strength of the plaintiff's case in light of the settlement amount is deemed by
2 courts to be the "most important." *Clark v. American Residential Services, LLC* (2009) 175
3 Cal.App.4th 785, 799 (citing *Kullar*). Here, Plaintiff alleges that Defendant failed to pay
4 minimum wages and overtime, failed to provide proper meal or rest breaks or provide premium
5 pay in lieu thereof, failed to provide accurate wage statements, failed to reimburse necessary
6 business expenses, failed to pay sick pay, and failed to timely pay all wages upon termination in
7 violation of California law. Plaintiff seeks related violations of California's Business &
8 Professions Code, and penalties pursuant to Labor Code § 2699 *et seq.* Plaintiff conducted
9 discovery and investigated each of the claims alleged. Specifically, Defendant produced the
10 following: (a) Defendant's employee handbook in effect during the Class Period; (b) Defendant's
11 policies and procedures pertaining to minimum wages, overtime, meal breaks, and rest breaks,
12 which were in effect during the Class Period; (c) Plaintiff's personnel file; (d) Plaintiff's
13 timekeeping and payroll records; (e) a sampling of the Class Members' timekeeping and payroll
14 records; and (f) information on the class demographics including the total number of Class
15 Members during the Class Period, total number of Class Members during the PAGA Period, total
16 number of current employees, total number of former employees in the relevant time period,
17 average hourly rate of pay, total number of workweeks worked during the Class Period, and the
18 total number of paychecks issued during the relevant time period. The merits of each of these
19 claims will be addressed separately below.

20 32. Based on the data provided, Class Counsel estimated Defendant's realistic exposure on
21 the primary claims in this case as follows: unpaid wages claim at \$491,161 (discounted by 75% to
22 \$122,790.25), unpaid overtime wages claim (miscalculation of regular rate) at \$5,876, meal
23 period claim at \$18,601 (discounted by 50% to \$9,300.50, rest period claim at \$2,105,270
24 (discounted by 75% to \$526,317.50), wage statement claim at \$549,150 (discounted by 75% to
25 \$127,875.50), waiting time penalties at \$508,818 (discounted by 75% to \$137,204.50), underpaid
26 meal premium and sick leave claim at \$8,769. With these discounts applied, the total damages
27 exposures amount to \$938,132.75. PAGA penalties were calculated at \$2,286,600 (using the
28 initial violation rate of \$100 per employee per violation), bringing the maximum total exposure to

1 \$3,224,732.75.

2 33. However, taking into account the difficulties of proof, the Defendant's defenses, and
3 other attendant risks, Plaintiff believes the realistic exposure is no more than 25% of the
4 maximum, or \$806,183.19 given that the total amount of damages, monetary penalties, or other
5 relief that the class could reasonably expect to be awarded at trial is significantly less than the
6 maximum exposure estimated above. Once Plaintiff was able to determine the realistic maximum
7 exposure, Plaintiff was able to determine a fair and reasonable settlement for the Class.

8 **Minimum Wages and Overtime**

9 34. Plaintiff alleged that Defendant failed to pay Plaintiff and Class Members all minimum
10 and overtime wages for all hours worked. Specifically, Plaintiff alleged that Class Members were
11 required to record time entries on a single computer located within the operations building. Upon
12 arriving for their work shifts, Plaintiff and Class Members were frequently required to wait in line
13 to clock in on the single computer. As a result, Defendant failed to compensate Plaintiff and Class
14 Members for all time under the control of the Defendant, waiting in line to clock in. As a result of
15 Defendant's timekeeping practices, Defendant inaccurately recorded Plaintiff's and Class
16 members' hours worked. Because off-the-clock hours worked is based on anecdotal evidence
17 such as Class Member estimates, Plaintiff took into consideration the challenges in proving this
18 claim.

19 35. Plaintiff also alleged Defendant required employees to carry two-way radios during
20 their shifts, requiring employees to promptly respond when called including during meal and rest
21 breaks. The requirement to respond to calls on two-way radios resulting in unpaid time worked by
22 Plaintiff and Class Members. Plaintiff also alleged during shifts with heavier workloads,
23 Defendant asked Plaintiff and Class Members to clock out for meal breaks and continue working
24 off-the-clock so that meal periods would appear facially compliant and Defendant could avoid
25 paying meal premium penalties and resulting in unpaid off-the-clock work during meal breaks.

26 36. Defendant contended that it paid for all reported hours worked, that Class Members
27 were trained and required to record all hours worked, and that any off the clock work was
28 performed without Defendant's knowledge. Defendant argued that given their written policies

1 and practices, any unrecorded hours were likely subject to individualized inquiry and unlikely to
2 be certified. Given the difficulty in certifying this claim, Class Counsel necessarily applied a
3 significant discount to damages based on this theory.

4 37. Class Counsel estimated Defendant's exposure on the unpaid wages claims to be
5 approximately \$491,161 (excluding interest) (based on 10 minutes of off the clock work per shift
6 and assuming 78.5% of off the clock hours attributable to overtime). However, given Defendant's
7 defenses and the potential hurdles facing certification of this claim, Class Counsel applied an 75%
8 discount making for an adjusted realistic exposure of \$122,790.25 (\$491,161 - \$368,370.75) for
9 Defendant.

10 **Meal Periods and Rest Breaks**

11 38. Plaintiff alleged that Defendant consistently failed to provide timely and uninterrupted
12 meal breaks to Class Members. *See Brinker Restaurant Corp. v. Super. Ct.* (2012) 53 Cal.4th
13 1004, 1040 ("[T]he wage order's meal period requirement is satisfied if the employee (1) has at
14 least 30 minutes uninterrupted, (2) is free to leave the premises, and (3) is relieved of all duty for
15 the entire period.").

16 39. Plaintiff argued that Defendant had a common practice and policy of denying
17 compliant meal periods. Specifically, Plaintiff alleged during shifts with heavier workloads,
18 Defendant asked Plaintiff and Class Members to clock out for meal breaks and continue working
19 off-the-clock so that meal periods would appear facially compliant and Defendant could avoid
20 paying meal premium penalties. Moreover, at times, at least once per month, Defendant did not
21 permit Plaintiff and Class Members to clock in on the computer and instead required employees
22 to sign a pre-filled timesheet with start and end times, and meal period start and end times pre-
23 filled resulting in inaccurate and underreporting of all hours worked. Furthermore, Defendant also
24 limited employees' mobility during their meal and rest breaks, prohibiting them from leaving the
25 operations building during meal breaks and requiring employees to remain in the area they were
26 cleaning for their rest breaks. As a result, any meal breaks taken were taken as on-duty even
27 though the nature of the work performed by Plaintiff and Class Members does not prevent duty-
28 free meal period.

1 40. For each meal period missed, of less than 30 minutes, or taken late for which the
2 employee was not provided a reasonable opportunity to take a complete and timely meal period,
3 an employer must pay the employee an additional one hour of compensation. Labor Code §
4 226.7. This additional hour of compensation is referred to as “premium pay.” To comply with
5 these laws, every employer must keep, for each employee, accurate time records showing when
6 the employee begins and ends each work period and takes his or her meal periods. *See Wage*
7 *Order 1-2001(7)(A)(3).*

8 41. Defendant disagreed with Class Counsel’s interpretation of the law and facts.
9 Defendant contended that Class Members were given a reasonable opportunity to take their meal
10 periods, and in fact received their meal periods most of the time. Defendant argued it had a high
11 meal period compliance rate and provided premium pay for any non-compliant meal periods. If
12 Defendant’s contentions are proven true and prevail in trial, the likely outcome of this claim
13 would be no recovery for Class Members.

14 42. Class Counsel estimated Defendant’s exposure on the meal break claim at
15 approximately \$18,601 (excluding interest) based on a detailed analysis of meal period records
16 and an offset for meal premiums paid. Class Counsel believes this estimate is high given
17 Defendants’ defenses and potential hurdles facing certification of this claim and thus provided an
18 50% discount making Defendant’s adjusted realistic exposure \$9,300.50 (\$18,601 x .50).

19 43. The same argument applied to rest breaks. Plaintiff contended that Defendant did not
20 routinely provide Class Members with paid 10-minute rest breaks for every four hours or major
21 fraction thereof. Class Members often worked in excess of consecutive four-hour shifts and were
22 entitled to paid rest breaks of not less than ten minutes for each consecutive four-hour shift which
23 they were denied. Class Members were often required to work through their rest breaks and
24 remain on-call to respond to work-related communications on two-way radios.

25 44. Defendant maintained that they did provide the reasonable opportunity for Class
26 Members to take duty-free rest breaks. Defendant also pointed out that, unlike meal periods, rest
27 breaks need not be recorded, so any rest break violations would likely be difficult to prove at trial.
28 Defendant disputes all allegations that duty-free breaks were not received and that employees

1 were required to respond to two-way radios during breaks. As these considerations would likely
2 depress the damages *vel non* ultimately awarded, Class Counsel applied significant and
3 appropriate discounts to the rest-break claim.

4 45. Class Counsel estimated Defendant's maximum total exposure on the rest break claim
5 at approximately \$2,105,270 (assuming 100% violation rate for shifts of at least 3.5 hours – total
6 of 97,159 shifts). However, Class Counsel believes this estimate is high given the difficulty of
7 proving rest break violations at trial and the potential hurdles facing certification of this claim
8 difficult to achieve and thus applied an 75% discount making Defendant's realistic exposure more
9 likely to be \$526,317.50 (\$2,105,270 - \$1,578,952.50).

10 **Wage Statement Violations**

11 46. Plaintiff also contended that Defendant failed to provide Class Members with accurate,
12 itemized wage statements in writing as required by California Labor Code § 226(a) because the
13 wage statements failed to accurately account for unpaid wages and overtime due to
14 underreporting of hours and off the clock work. Moreover, Plaintiff contended the wage
15 statements failed to accurately account for premium pay for deficiently provided meal and rest
16 breaks which Defendant knew or reasonably should have known were owed to Plaintiff and Class
17 Members. As a direct and proximate cause of Defendant's violation of Labor Code § 226(a), the
18 Class Members suffered injuries, including among other things confusion over whether they
19 received all wages owed them. Pursuant to Labor Code §§ 226(a) and 226(e), employees are
20 entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period
21 in which a violation occurs and one hundred dollars (\$100) for each violation in a subsequent pay
22 period, not exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also
23 entitled to an award of costs and reasonable attorneys' fees.

24 47. Defendant contends that Plaintiff's claim for further Labor Code § 226(e) penalties
25 would depend in large part on their underlying meal period and wage claims and thus be subject
26 to the same defenses. Additionally, Defendant argues this claim has little or no value. *See*
27 *Maldonado v. Epsilon Plastics, Inc.*, 22 Cal. App. 5th 1308, 1336-1337 (2018) (wage statements
28 that accurately report wages paid to employees do not violate Labor Code § 226, even if it is later

1 determined that employer did not properly pay all wages due). Defendant further contends that
2 Labor Code § 226(e) penalties are not automatic. Rather, the employee must show (1) that he or
3 she “suffered injury” from the employer’s failure to provide compliant wage statements, *see*
4 *Elliot v. Spherion Pacific Work, LLC* (2008) 572 F.Supp.2d 1169, 1181 (applying California law)
5 (holding employee was not entitled to penalties because no injury was shown), and (2)
6 Defendant’s noncompliance was “knowing and intentional.” Finally, because the damages for this
7 cause of action are penalties, the statute of limitations only runs from one year prior to the filing
8 of the original complaint. *See* Cal. Civ. Pro. § 340.

9 48. Class Counsel estimated Defendant’s maximum total exposure on the section 226 claim
10 at approximately \$549,150 (\$50/\$100 x 5,570 pay periods). Class Counsel believes it may be
11 difficult to prevail on this claim because Class Members would need to show that they suffered an
12 injury and that Defendant’s noncompliance was knowing and intentional (on top of the challenges
13 described above with the underlying wage and break claims) which are both subject to
14 individualized issues making certification of this claim difficult to achieve. Thus, Class Counsel
15 provided a 75% discount making Defendant’s adjusted realistic exposure \$137,875.50.

16 **Failure to Pay Final Wages**

17 49. In failing to pay the California Class Members their minimum wages, overtime wages,
18 and premium pay for deficiently provided meal periods and rest breaks, all discussed above,
19 Defendant willfully failed to pay these the California Class Members all wages due and certain at
20 the time of termination or within seventy-two (72) hours of resignation, as required under Labor
21 Code § 203.

22 50. Labor Code § 203 provides that if an employer willfully fails to pay an employee all
23 wages due at termination or within 72 hours of resignation, then that employee’s wages shall
24 continue as a penalty until paid for a period of up to thirty (30) days from the date they were due.
25 Because Class Members stopped working for Defendant but again were not paid their full
26 compensation for the reasons discussed above, Class Members did not receive all wages due upon
27 termination of employment.

28 51. Defendant argued that, under Labor Code § 203, employers are only obligated to pay

1 waiting-time penalties if they “willfully” fail to pay wages due and owing at the time of
2 termination or resignation. As Title 8, California Code of Regulations, § 13520 states:

3 A willful failure to pay wages within the meaning of Labor Code Section 203
4 occurs when an employer intentionally fails to pay wages to an employee when
5 those wages are due. However, a good faith dispute that any wages are due will
6 preclude imposition of waiting time penalties under Section 203.

7 A “good faith dispute” that any wages are due occurs when an employer presents
8 a defense, based in law or fact, which, if successful, would preclude any recovery
9 on the part of the employee. The fact that a defense is ultimately unsuccessful will
10 not preclude a finding that a good faith dispute did exist. Defenses presented
11 which, under all the circumstances, are unsupported by any evidence, are
12 unreasonable, or are presented in bad faith, will preclude a finding of a “good
13 faith dispute.”

14 Defendant maintained that because they had viable defenses in both law and fact, especially in
15 light of the *Brinker* holding, that waiting-time penalties could not be awarded and, in any case,
16 such penalties were subject to a three-year limitations period under Labor Code § 203(b).

17 52. Class Counsel estimated Defendant’s maximum total exposure on the section 203 claim
18 at approximately \$508,818 (102 terminated employees). Class Counsel believes it would be
19 difficult to recover waiting time penalties given that Plaintiff would need to show willfulness on
20 top of proving the underlying wage and break claims which are also potentially subject to
21 individualized issues making certification of this claim difficult to achieve. Thus, Class Counsel
22 provided a 75% discount making Defendant’s adjusted realistic exposure \$127,204.50.

23 PAGA Penalties

24 53. The Labor Code Private Attorneys General Act, Labor Code § 2699 et seq., allows
25 Plaintiff to obtain civil penalties on behalf of herself and other Class Members for Defendant’s
26 violation of any provision of the Labor Code enumerated under Labor Code § 2699.5. Where civil
27 penalties are provided in the statute, those civil penalties are recoverable; where no civil penalties
28 are recoverable, Labor Code § 2699(f) establishes civil penalties of one hundred dollars (\$100)
for each aggrieved employee per pay period for the initial violation and two hundred dollars
(\$200) for each aggrieved employee per pay period for each subsequent violation. Pursuant to
Labor Code § 2699(i), seventy-five (75) percent of the penalties recovered must be allocated to
the Labor and Workforce Development Agency (LWDA), with the remaining twenty-five (25)

1 percent allocated to the affected employees. The limitations period as for all penalties is one year
2 prior to the filing of the complaint.

3 54. The provisions of the Labor Code potentially triggering PAGA penalties in this case
4 include but are not limited to Labor Code §§ 203, 204, 226(a), 226.2, 226.7, 510, and 1194,
5 Defendant asserted that if PAGA penalties were mandatory, an employer's PAGA liability would
6 be huge because of the possibility of collecting multiple civil penalties for a single violation, and
7 thus such penalties would almost always dwarf the damages available under the causes of action
8 proper. However, PAGA penalties are not mandatory but permissive. Labor Code § 2699(e)(2)
9 states that "a court may award a lesser amount than the maximum civil penalty amount specified
10 by this part if, based on the facts and circumstances of the particular case, to do otherwise would
11 result in an award that is unjust, arbitrary and oppressive, or confiscatory." *See, e.g., Lopez v.*
12 *Friant & Assocs., LLC*, 15 Cal. App. 5th 773, 788 (2017), *rev. denied* (2018), (recognizing
13 court's ability to reduce PAGA penalties). Courts have held that situations similar to the current
14 one (e.g. injuryless violations, technical errors, and substantial compliance) should lead to
15 reductions in penalties. *See Thurman v. Bayshore Transit Management, Inc.*, 203 Cal. App. 4th
16 1112, 1134-1135 (2012) (holding that reduction was justified when employer "attempted to
17 comply with the law"); *Fleming v. Covdien, Inc.*, No. ED CV10-01487 RGK (OPx), 2011 U.S.
18 Dist. LEXIS 154590 at *8-9 (C.D. Cal. August 12, 2011) (reducing PAGA penalties more than
19 80% – from \$2.8 million to \$500,000 – when "employees suffered no injury" employers were
20 "not aware" of the violation and "took prompt steps to correct all violations once notified").
21 Defendant here maintained that it had a strong argument that it would be unjust to award
22 maximum PAGA penalties.

23 55. Furthermore, PAGA penalties are also derivative of each and every other claim, and
24 Defendant therefore argued the PAGA claims would be subject to the same defenses to the
25 underlying claims. Finally, under *Amaral v. Cintas Corp.* (2008) 163 Cal.App.4th 1157, it can be
26 argued that penalties under PAGA could, at best, be awarded only at the rates obtainable for
27 initial violations under the applicable statutes, because Defendant have never been notified of the
28 alleged violations. *Id.* at 1208-1209. Moreover, Section 2699(e)(1) authorizes the Court to

1 exercise the same discretion as the DLSE whether to award civil penalties. *Amaral* 163 Cal. App.
2 4th 1157, 1211-12. Therefore, if Labor Commissioner - on whose behalf Plaintiff is prosecuting
3 this action for civil penalties - would not impose civil penalties in a case like this, the Court may
4 not award civil penalties. Moreover, in *Thurman v. Bayshore Transit Mgmt., Inc.* (2012) 203
5 Cal.App.4th 1112, 1136, the Court of Appeal affirmed the trial court's reduction of PAGA civil
6 penalties by 30 percent, finding that awarding the full penalties would have been "unjust" because
7 "...a court may award a lesser amount than the maximum civil penalty amount specified by this
8 part if, based on the facts and circumstances of the particular case, to do otherwise would result in
9 an award that is unjust, arbitrary and oppressive, or confiscatory."

10 56. Class Counsel estimated Defendant's maximum total exposure on the PAGA claim at
11 approximately \$2,286,600 (\$100 x 5,570 pay periods). However, Class Counsel notes that owing
12 to the discretionary nature of PAGA penalties and the foregoing case law it is unlikely the Court
13 would award the full penalty and that it would be substantially reduced. Class Counsel applied
14 discounts considering the countervailing arguments regarding the primary causes of action, and
15 moreover the Court's power to award "a lesser amount than the maximum civil liability." The
16 parties also considered that the purpose of PAGA is to "achieve maximum compliance with state
17 labor laws," *Iskanian v. CLS Transp. Los Angeles, LLC* (2014) 59 Cal. 4th 348, 379. This makes
18 the Settlement's proposed PAGA payment of \$10,000.00 appropriate.

19 **Unfair Business Practices**

20 57. Plaintiff pleads this cause of action in order to augment their other causes of action and
21 aid in their prosecution. Business & Professions Code § 17208 extends the statute of limitations
22 on Plaintiff's wage claims, which qualify as unfair business practices, to four years rather than the
23 three years provided by statute.

24 **Summary**

25 58. The foregoing discussion has sought to explain how the settlement amount is adequate
26 in light of the merits of Plaintiff's case. It has done this by explaining the legal basis for each of
27 Plaintiff's causes of action, summarizing the evidence that Class Counsel gathered in support of
28 those causes of action, and relating Defendant's legal and factual arguments that worked to

1 derogate from the strength of Plaintiff's case.

2 59. Class Counsel had to apply appropriate discounts in light of the facts and law as
3 discussed above. Thus, this settlement, like most others, was the product of compromise. Because
4 of these and other risks, including the real and potential threat of Class Members recovering
5 nothing due to Defendant's status as a non-profit, a recovery of One Hundred Ninety-Eight
6 Thousand Dollars and Zero Cents (\$198,000.00) under the Settlement Agreement is an excellent
7 result. Under the Settlement, each of the approximately 260 Class Members will receive, using a
8 straight average and assuming they worked throughout the Class Period, \$304.81 (NSA of
9 \$79,250/260) for their Individual Class Payment.

10 **THE RISK, EXPENSE, AND LIKELY DURATION OF FURTHER LITIGATION,**
11 **AS WELL AS THE RISK OF MAINTAINING CLASS ACTION**
12 **STATUS THROUGH TRIAL**

13 60. The next *Clark/Kullar* factors recognize that settlements take into consideration the
14 risks and expenses posed by further litigation and, in the class-action context, the risk of non-
15 certification. Consequently, it is proper that trial courts should keep these considerations in mind
16 when judging the adequacy of class action settlements.

17 61. Further litigation of this case posed real risks for a number of reasons. First, there were
18 the risks of unfavorable rulings on the merits of the various indeterminate legal issues outlined in
19 the previous section. In that section, it was observed that almost every cause of action was subject
20 to some unique indeterminacy of its own, and that the derivative causes of action were thus
21 subject to a double indeterminacy, both their own and those of the causes of action on which they
22 were based.

23 62. The parties disputed the effect of these and other issues on class certification and
24 decertification. Class Counsel maintained that there were several legal and factual questions at
25 issue in the case that could best be decided on a class wide basis. Class Counsel contended that
26 the same policies and practices applied to all Class Members and therefore common questions
27 obtained and were likely to predominate over individual inquiries. Defendant disputed these
28 contentions and insisted that the *Brinker* decision called into question the certifiability of cases

1 such as this one. Defendant also argued that its policies were compliant with the law, while
2 Plaintiff disputed that the policies were lawful, and argued the lawfulness of such policies would
3 give rise to common questions amenable to certification. Thus, the parties had set positions on the
4 propriety of certifiability and liability that did not admit of an easy resolution.

5 63. Finally, it is always preferable to reach a relatively early resolution of a dispute
6 because, in addition to what has already been said, such resolutions save time and money that
7 would otherwise go to litigation. In light of the risk and expense of the lawsuit proceeding to trial
8 and Defendant's financial position which limited its ability to pay any settlement and/or
9 judgment, there was a need to resolve this matter soon than later. If this case settled after further
10 litigation, the settlement amount would have taken into account the additional costs incurred, or
11 Defendant filed for bankruptcy, there might have been less available for Class Members after all
12 was said and done. This is not just an abstract contention. The parties were moving into the phase
13 of this litigation where they would have had to depose a number of people such as managers,
14 supervisors, and employees in order to establish liability for trial. Discovery disputes would have
15 been in the offing. The parties were also aware that a class action trial would be a complicated
16 and expensive proceeding, and then there was the likelihood of a long, drawn-out appeals process.
17 In contrast, the settlement provides real benefits for Class Members in the immediate future. The
18 benefits are not insignificant for anyone, especially given the current economic climate.
19 Consequently, the risk and expense of further litigation outweighed any benefit that might have
20 been gained otherwise.

21 **NOTICE TO AND REACTION OF CLASS MEMBERS**
22 **TO THE PROPOSED SETTLEMENT**

23 64. While premature to address this factor at the preliminary approval stage, some
24 observations are appropriate. First, the notification procedure set out in the Settlement Agreement
25 provides the greatest likelihood that every Class Member will receive the Notice of Settlement
26 ("Class Notice"), attached to the Settlement Agreement as **Exhibit A**. Under the Settlement
27 Agreement, the Administrator will send the Class Notice to each Class Member via First Class
28 U.S. mail. Before mailing, the Administrator will perform a skip trace search based on the

1 National Change of Address Database for information to update and correct for any known or
2 identifiable address changes. If the Class Notice is returned as non-deliverable on or before the
3 Response Deadline and a new address is obtained by way of a returned Class Notice, then the
4 Administrator will forward the original Class Notice to the updated address via first-class regular
5 U.S. mail, no later than three (3) business days after the Administrator's receipt of any Class
6 Notice returned as undelivered. SA ¶ 83(a)-(d). Thus, most, if not all, Class Members will likely
7 receive the Class Notice.

8 65. The Class Notice itself fully apprises Class Members of the nature of the lawsuit, the
9 claims involved, the terms of the settlement, and their options thereunder. They provide for a
10 specific procedure to seek exclusion from the Class, and for lodging objections to the settlement.
11 The efforts taken to ensure that Class Members receive the Class Notice and are well informed
12 about the settlement augur a favorable response rate.

13 66. If a Class Member disputes the number of workweeks stated for that Class Member in
14 the Class Notice, the Class Member must ask the Administrator to resolve the matter by
15 submitting in writing the workweeks that the Class Member claims to have actually worked for
16 Defendant during the Class Period. SA ¶ 85. After consultation with Class Counsel and
17 Defendant's Counsel, the Class Action Administrator will make a determination of the Class
18 Member's total workweeks during the applicable period. (*Id.*)

19 **CONCLUSION OF THE CLARK/KULLAR ANALYSIS**

20 67. The foregoing discussion establishes the fairness of the class-action settlement in the
21 instant case. It has done this by analyzing the settlement in light of the appellate decisions in
22 *Clark* and *Kullar*. This analysis has concluded that the settlement is fair, reasonable, and
23 adequate. Class Counsel conducted a thorough investigation of the subject wage-and-hour
24 practices and engaged in non-collusive, arm's-length negotiations in order to reach a settlement.
25 From Class Counsel's substantial experience with wage-and-hour class action lawsuits. Class
26 Counsel believes that this case could not have settled on better terms under the circumstances.
27 Request therefore is made that the settlement be granted preliminary approval so that those
28 persons whom it was intended to benefit shall be afforded the opportunity to determine its

adequacy.

REQUEST FOR ATTORNEYS' FEES

68. Under the Settlement, Class Counsel also requests, without opposition from Defendant, an award of Attorneys' Fees and Costs consisting of: Sixty-Six Thousand Dollars and Zero Cents (\$66,000.00), 33.33% of the Gross Settlement Amount, and actual reasonable litigation costs in an amount not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) for reimbursement of actual reasonable litigation costs. SA ¶¶ 8-9. This request is fair, reasonable, and adequate to compensate Class Counsel for the substantial work they have put into this case and, moreover, the risk they assumed by taking it in the first place. The attorneys' fees award is intended to reimburse Class Counsel for all uncompensated work that they have already done and for all the work they will continue to do in carrying out and overseeing the notification to Class Members, communicating with Class Members regarding their claims, and assisting in the administration of the settlement if it is preliminarily approved. Defendant will not oppose Class Counsel's above fees and cost request.

69. D.Law, Inc. took this case on a contingent-fee basis against a business represented by a reputable defense firm. When we take contingent cases, we must pay careful attention to the economics involved or one bad case can destroy years of work. Accordingly, when we take contingency cases, we anticipate that we shall, if successful, receive a fee that exceeds our normal hourly rate; otherwise, the risk is often too great to bear. Even when we work long hours, the number of hours in a day is limited. Because of this, when we take on one matter, we are unable to take on other matters. When Class Counsel became involved in this case, we realized the time commitment that it would entail, and we were forced to turn down matters that we otherwise should have been able to handle. In sum, this case claimed a significant portion of Class Counsel's time and attention throughout its pendency.

70. The requested fee is reasonable for the services provided to Class Members and for the benefits they are to receive. Indeed, even with a modest multiplier under the lodestar theory, *see Bihun v. AT&T Information System* (1993) 13 Cal.App.4th 976, 997, Class Counsel's fees would still be justified. Here, the lodestar may exceed the requested fees. Class Counsel will more fully

1 brief the Court on its lodestar in the motion for final approval.

2 **ENHANCEMENT TO PLAINTIFF AS THE CLASS REPRESENTATIVE**

3 71. Plaintiff herein is entitled to reasonable service payment for her efforts and initiative in
4 bringing and helping to prosecute this action. Plaintiff spent a considerable amount of time better
5 apprising herself of her rights, deciding whether remedial action should be taken, how it should
6 be taken, searching for attorneys, and finally contacting Class Counsel, who spent many hours
7 with Plaintiff discussing the case and the law. In the end, Plaintiff decided to vindicate not only
8 her own rights but also those of co-workers by filing a class action lawsuit.

9 72. The courage it took to stand up to Defendant by filing and litigating this action in this
10 way should not be underestimated. By suing Defendant, Plaintiff increased the risk of retaliation
11 by prospective employers. Plaintiff's lawsuit has now required Defendant to expend considerable
12 resources, and Plaintiff justifiably fears the fact that she served as class representative in a wage
13 and hour class action will not be lost on a prospective employer who may choose between an
14 applicant who has never sued a prior employer and one who has. Plaintiff contends this risk is
15 particularly real in the information age, where employers can, more easily than ever, perform
16 background checks of prospective employees, sometimes with the stroke of a key. It is common
17 for employers to screen employee candidates to determine whether they have ever filed suit, and
18 employee candidates who might be branded "litigious" are likely to be screened out of the
19 process. In fact, an entire industry has developed for providing employers with background
20 information on employee candidates.

21 73. But Plaintiff did not allow her fear of the potential repercussions of being a class
22 representative deter her from acting for the benefit of Class Members. To the contrary, Plaintiff
23 has been intimately involved in this case since its inception. She has devoted a substantial amount
24 of time to helping Class Counsel effectively develop and prosecute this action at every stage of
25 the litigation. Both before and after the filing of this lawsuit, Plaintiff conferred with Class
26 Counsel on numerous occasions to discuss every aspect of her case. Plaintiff provided Class
27 Counsel with information about Defendant and about the industry generally, reviewed documents,
28 identified witnesses, consulted Class Counsel throughout the litigation repeatedly and at length,

1 participated in the mediation process, monitored the progress of the litigation with Class Counsel,
2 and reviewed and signed the Settlement Agreement.

3 74. Plaintiff has spent a significant amount of time with Class Counsel detailing her
4 knowledge of Defendant's practices and helping Class Counsel with the prosecution of this
5 action. She has diligently, adequately, and fairly represented Class Members, and has not placed
6 her interests above any member of the putative class. The payment to Plaintiff is intended to
7 recognize the time and effort devoted to bringing the lawsuit on behalf of the Class. The amount
8 requested is fair and appropriate based on their contribution and involvement. For example,
9 Plaintiff instigated the lawsuit by bringing these violations to the attention of Class Counsel. She
10 spent several hours answering questions and providing information to Class Counsel throughout
11 the pendency of this action. She identified witnesses, explained to Class Counsel day to day
12 business practices of Defendant with regard to work schedules and meal breaks, etc. The parties
13 are in agreement that Plaintiff is entitled to an enhancement for her time and efforts in this matter.
14 This sort of payment to a class representative has been a common feature of settlements
15 negotiated by Class Counsel and has been routinely approved by trial courts.

16 75. In light of the foregoing, Class Counsel believes that the Class Representative Service
17 payment in the amount of Seven Thousand Five Hundred Dollars and Zero Cents (\$10,000.00) to
18 the Class Representative is fair and reasonable.

19 **CRITERIA SATISFIED FOR CERTIFICATION OF SETTLEMENT CLASS**

20 76. The proposed Class satisfies the criteria for certification of a settlement class under
21 California law, as embodied in California Code of Civil Procedure § 382. Defendant has agreed to
22 the certification of the class for settlement purposes. In general, courts may take a proposed
23 settlement into account in evaluating the propriety of class certification. *See Dunk v. Ford Motor*
24 *Co.* (1996) 48 Cal.App.4th 1794, 1807 fn. 19. Indeed, a "lesser standard" of scrutiny applies in
25 certifying classes for settlement purposes. *Ibid.* Therefore the Court should take into
26 consideration the fact that the parties have settled their claims and stipulated to certification for
27 settlement purposes when assessing typicality and adequacy.

28 a. Numerosity. The putative class is so numerous that joinder of all members is

1 impractical. Class Members are “all non-exempt, hourly employees that worked for Defendant in
2 California during the period from April 13, 2020, through the date of the Preliminary Approval
3 Order, or an earlier date as determined in accordance with the Settlement Agreement.” There are
4 approximately 260 persons answering to this definition. Thus, there are enough Class Members to
5 warrant certifying this as a class action for settlement purposes.

6 b. Ascertainability. The putative class is defined in a manner that is precise,
7 objective, and ascertainable. The Class Members have already been identified by reference to
8 Defendant’s payroll and personnel records.

9 c. Typicality. A class representative’s claims are typical when they arise from the
10 same event, practice, or course of conduct that gives rise to the claims of other putative class
11 members, and if their claims rest on the same legal theories. The class representative’s claims
12 must be “typical” but not necessarily identical to the claims of other class members. It is
13 sufficient that the representative is similarly situated so that he or she will have the motive to
14 litigate on behalf of all Class Members. *Classen v. Weller* (1983) 145 Cal.App.3d 27, 47; *B.W.I.*
15 *Custom Kitchens v. Owens-Illinois, Inc.* (1987) 191 Cal.App.3d 1341, 1347 (“[I]t has never been
16 the law in California that the class representative must have identical interests with the class
17 members.”). Thus, it is not necessary that the class representative should have personally incurred
18 all of the damages suffered by each of the other class members. *Wershba v. Apple Computer, Inc.*
19 (2001) 91 Cal.App.4th 224, 228. Plaintiff’s claims are typical of Class Members’ claims because
20 they arose from the same factual basis and are based on the same legal theories. Plaintiff was
21 employed by Defendant during the Class Period subject to the allegedly unlawful meal and rest
22 break policies and pay practices at issue in this litigation. As such, Plaintiff is a member of the
23 class. The central issues of this litigation (whether Defendant failed to pay all wages, whether
24 Defendant failed to provide meal and rest periods etc.), which would arise if this were an
25 individual action brought by Plaintiff, apply to the other Class Members as well, and the answer
26 to these questions would determine Defendant’s liability to the entire putative class. Plaintiff
27 contends, and Defendant does not dispute for settlement purposes only, that Plaintiff’s claims are
28 typical of Class Members’ claims because they arose from the same factual basis and are based

1 on the same legal theories. Thus, Plaintiff's claims are typical of the claims of the putative class.
2 Accordingly, the typicality requirement is satisfied.

3 d. Adequacy. A class representative must possess the same interest and suffer the
4 same injury as the class members. "To assure 'adequate' representation, the class representative's
5 personal claim must not be inconsistent with the claims of other members of the class." *J.P.*
6 *Morgan & Co., Inc. v. Sup.Ct. (Heliotrope General, Inc.)* (2003) 113 Cal.App.4th 195, 212. Thus,
7 the adequacy requirement is satisfied when the class representative's interests are not antagonistic
8 to those of the class. *McGhee v. Crocker-Citizens Nat. Bank* (1976) 60 Cal.App.3d 442, 451.
9 Plaintiff does not have any conflicts with the class and in fact her interests are aligned with those
10 of the class. Because Plaintiff's claims are identical to those that would be asserted by the
11 unnamed Class Members were they before the Court, Plaintiff has every interest in zealously
12 representing the unnamed class members. Plaintiff has not shrunk from this responsibility.
13 Indeed, Plaintiff has devoted a substantial amount of time and energy to litigating this action and
14 effecting a settlement. Furthermore, as detailed above, Class Counsel are experienced in wage-
15 and-hour litigation, especially class actions, and have zealously represented the interests of the
16 class in litigating this case. *See infra* ¶¶ 3-9. Accordingly, the adequacy requirement is satisfied.

17 e. Commonality. Common questions of law or fact in this case predominate over
18 individual questions. This action involves, *inter alia*, a determination about Defendant's alleged
19 failure to provide meal period and rest periods, failure to pay wages and overtime due to allegedly
20 common and unlawful policies, failure to provide accurate wage statements, failure to reimburse
21 business expenses, failure to pay sick pay, failure to pay final wages when required, and largely
22 derivative claims under the Business & Professions Code and PAGA. Plaintiff contends these
23 practices, including an alleged practice of failing to provide complete meal periods, related meal
24 period policies applicable to the class, and the alleged failure to provide corresponding premium
25 payments, that affected class members in the same way. Plaintiff contends, and Defendant does
26 not dispute for settlement purposes only, that common issues of fact and law predominate as to
27 each of the claims alleged by Plaintiff, and the Class is united in its proof. All class members
28 were employed during the Class Period. Therefore, the operative complaint delineates a common

1 course of conduct applicable to all Class Members.

2 f. Predominance. Individualized issues do not predominate over the issues of law and
3 fact that are common to the class as a whole. The principal issues of controversy are whether
4 Class Members were paid for all hours worked and provided lawful meal breaks. As explained,
5 *supra*, there are common issues of law and fact given that Plaintiff and all Class Members were
6 subjected to the same policies and pay practices during the relevant time period. Plaintiff and
7 Class Members seek meal and rest break premiums, unpaid wages and overtime, unpaid sick pay,
8 and penalties for work performed as non-exempt employees for Defendant. These issues are
9 suitable for common adjudication because all Class Members were subject to the same
10 employment policies and Plaintiff contends the practices applied uniformly to all Class Members.

11 g. Superiority. Class resolution is superior to other available methods for the fair and
12 efficient adjudication of the controversy. There is little interest or incentive for Class Members to
13 individually control the prosecution of separate actions. Although the injury resulting from
14 Defendant's policies and practices are real and significant, the cost of individually litigating each
15 such case against Defendant would easily exceed the value of any relief that could be obtained by
16 any one Class Member individually. If Class Members are forced to litigate their claims
17 individually this would result in about 260 individual actions against Defendant. Here, the
18 alternative methods of resolution are individual suits for relatively small amounts. Hence, an
19 individual suit would prove uneconomical for a potential plaintiff because litigation costs would
20 dwarf a potential recovery.

21 h. Except for Plaintiff's case before this Court, Plaintiff is unaware of any other
22 actions by Class Members against Defendant asserting similar claims as here. Furthermore,
23 Riverside County is a compelling forum for this action given that Defendant's location is in
24 Riverside County and numerous Class Members work in this County.

25 i. There are no serious manageability difficulties presented by preliminarily
26 approving the case for settlement purposes. As this case will not go to trial if finally approved, all
27 that would remain is settlement administration and responding to possible objectors.
28

77. On June 12, 2025, Plaintiff submitted the Class Action and PAGA Settlement Agreement and Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement and supporting documents to the LWDA. A true and correct copy of the confirmatory email from the LWDA is attached hereto as **Exhibit 2.**

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

Executed this 12th day of June 2025, at San Diego, California.


Mr. M

Marta Manus

EXHIBIT 1

D.LAW, INC.
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on behalf of herself and all others similarly situated

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Attorneys for Defendant, The Annenberg Foundation
Trust At Sunnylands

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE

CLAUDIA E. GONZALEZ, an individual,
on behalf of herself and others similarly
situated,

Plaintiff,

vs.

THE ANNENBERG FOUNDATION
TRUST AT SUNNYLANDS, a non-profit
entity; and DOES 1 through 50, inclusive

Defendants

Case No. CVRI2401980

CLASS ACTION

Assigned for all purposes to:
Hon. Harold W. Hopp
Dept.: 1

**CLASS AND PAGA ACTION SETTLEMENT
AGREEMENT**

Class Complaint filed: April 12, 2024
First Amended Complaint: September 23, 2024
Trial Date: Not set

1 This “Class Action and PAGA Settlement Agreement” (“Agreement”) is made by and
2 between plaintiff Claudia E. Gonzalez (“Plaintiff”) and The Annenberg Foundation Trust at
3 Sunnylands (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “the
4 Parties,” or individually as “Party.”¹

5 **A. DEFINITIONS.**

6 1. “Action” means Plaintiff’s lawsuit alleging wage and hour violations against
7 Defendant captioned *Claudia Gonzalez v. The Annenberg Foundation Trust at Sunnylands*, filed on
8 April 12, 2024, including the First Amended Complaint adding a PAGA Cause of Action filed on
9 September 23, 2024, in Riverside County Superior Court.

10 2. “Administrator” means and refers to Apex Class Action LLC (“Apex”); Apex is the
11 neutral entity the Parties have agreed to appoint to administer the Settlement, as described in this
12 Agreement.

13 3. “Administration Costs” means the amount the Administrator will be paid from the
14 Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the
15 Administrator’s “not to exceed” bid the parties have received from Apex for \$7,500.00. All
16 Administration Costs shall be paid from the Gross Settlement Amount. If the Court awards less than
17 the amount of Administration Costs requested, any amount not awarded will become part of the Net
18 Settlement Amount for distribution to Settlement Class Members.

19 4. “Aggrieved Employee” means a Class Member who worked during the PAGA Period.

20 5. “Agreement” or “Settlement Agreement” shall mean this Class Action and PAGA
21 Settlement Agreement.

22 6. “Class” means all non-exempt, hourly employees that worked for Defendant in
23 California during the Class Period (as defined herein).

24 7. “Class Counsel” means Emil Davtyan, David Yeremian and Alvin B. Lindsay and the
25 other attorneys of D.Law, Inc.

26 8. “Class Counsel Fees Payment” means an award of attorneys’ fees granted to Class
27 Counsel and paid from the Gross Settlement Amount. The Parties have agreed Plaintiff will request
28

1

approval from the Court of up to one-third of the Gross Settlement Amount, i.e., up to \$66,000.00.

9. “Class Counsel Litigation Expenses Payment” means the amount allocated from the Gross Settlement Amount to Class Counsel for reimbursement of reasonable expenses and costs incurred in the Action, not to exceed \$25,000.00. If Class Counsel Litigation Expenses Payment is less than \$25,000.00, the difference will remain in the Net Settlement Amount to be distributed to the Class Members.

10. “Class Data” means identifying information of Class Members and Aggrieved Employees in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, the number of Workweeks the Participating Class Member worked during the Class Period and the number of PAGA Pay Periods the Participating Class Member or Aggrieved Employee worked during the PAGA Period.

11. “Class Member” means a member of the Class.

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

13. “Class Notice” means the Court approved notice of settlement and hearing date for Final Approval, with a Spanish translation if the Parties deem necessary, to be mailed to Class Members and incorporated by reference into this Agreement.

14. “Class Period” means the period from April 13, 2020, through the date of the Preliminary Approval Order, or an earlier date as determined in accordance with this Agreement.

15. “Class Representative” or “Plaintiff” means the named Plaintiff Claudia E. Gonzalez, in the Action seeking Court approval to serve as a Class Representative.

16. “Class Representative Enhancement Award” means the payment to the Class Representative for initiating the Action and providing services in support of the Action, and in exchange for a general release of claims, and Defendant agrees not to object to a requested Enhancement Award of up to \$10,000.00 subject to Court approval.

17. “Court” means the Superior Court of California, County of Riverside.

1 18. “Defendant” means named Defendant The Annenberg Foundation Trust at
2 Sunnylands.

3 19. “Defense Counsel” means David W. Moreshead and Grezia Ordonez of Munger,
4 Tolles & Olson LLP.

5 20. “Effective Date” means the date on which the Judgment becomes final and can no
6 longer be appealed or otherwise disturbed because one of the following has occurred: (i) the final
7 affirmance on an appeal of the Judgment; (ii) the final dismissal with prejudice of any appeal from
8 the Judgment; or (iii) if there are no objectors and no plaintiffs in intervention at the time the Court
9 grants final approval of the settlement and enters the Judgment, the date the Court grants final
10 approval and enters Judgment. Any proceeding or order, or any appeal or petition for a writ
11 pertaining solely to Class Counsel’s application for or award of attorneys’ fees shall not, by itself,
12 in any way delay or preclude the Judgment from becoming Final.

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

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

16 23. “Gross Settlement Amount” means \$198,000.00 (One Hundred Ninety-Eight
17 Thousand Dollars with Zero Cents), which is the total amount Defendant agrees to pay under the
18 Settlement. Defendant will not under any circumstances pay more than the Gross Settlement
19 Amount. (For avoidance of doubt, this section does not invalidate Paragraph 55, which requires
20 Defendant to pay employer payroll taxes owed on the Wage Portion of the Individual Class Payments
21 separate and apart from the Gross Settlement Amount.)

22 24. “Individual Class Payment” means the Participating Class Member’s pro rata share of
23 the Net Settlement Amount calculated according to the number of Workweeks worked during the
24 Class Period.

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

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

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

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

29. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Penalties, Class Representative Enhancement Award, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Costs. The remainder is to be paid to Participating Class Members as Individual Class Payments.

30. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

31. “Operative Complaint” means the operative “First Amended Complaint” filed in the Action on September 23, 2024.

32. “PAGA Pay Periods” mean the total number of workweeks that each class member worked during the PAGA Period.

33. “PAGA Period” means the period from April 12, 2023, through the date of the Preliminary Approval Order.

34. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698, et seq.).

35. “PAGA Notice” means Plaintiff’s April 12, 2024 letter to the LWDA (LWDA Case No. LWDA-CM-1021974-24) and to Defendant, in which Plaintiff provides notice pursuant to Labor Code section 2699.3, subd. (a).

36. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, \$10,000.00 (Ten Thousand Dollars and Zero Cents), which will be allocated 25% to the Aggrieved Employees (\$2,500.00) and 75% to the LWDA (\$7,500.00) to settle Plaintiff’s claim for PAGA penalties.

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

38. “Preliminary Approval Order” means the judicial Order to be entered by the Court,

upon the application or motion of the Plaintiffs, preliminarily approving this Settlement and providing for the issuance of notice of the Settlement to the Class, an opportunity to opt out of the Settlement, an opportunity to submit timely objections to the Settlement, and setting a Final Approval Hearing on the fairness of the terms of Settlement, including approval of attorneys' fees and costs. Provided that the motion is consistent with the terms herein, Defendant will not object to Plaintiffs' motion for preliminary approval. Defendant will be provided with a reasonable opportunity to review and comment upon the motion before it is filed.

39. "Released Class Claims" means the class claims being released on the Release Effective Date and as described in Paragraph 72 below.

40. "Released PAGA Claims" means the PAGA claims being released on the Release Effective Date as described in Paragraph 73 below.

41. "Released Parties" means: Defendant and all of Defendant's former and present officers, directors, employees, and agents.

42. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class portion of the Settlement signed by the Class Member.

43. "Response Deadline" means forty-five (45) days after the Administrator mails Class Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) mail Requests for Exclusion from the Class portion of the Settlement, or (b) mail his or her objection to the Settlement. Class Members to whom Class Notice is resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond when the Response Deadline has expired to provide an appropriate response.

44. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

45. "Workweeks" shall mean the total number of workweeks that each Class Member worked during the Class Period.

B. RECITALS.

47. On April 12, 2024, Plaintiff commenced the Action by filing a complaint alleging causes of action against Defendant for (1) Failure to Pay Minimum Wages and For All Hours

1 Worked; (2) Failure to Pay Wages and Overtime; (3) Meal Period Violations; (4) Rest Period
2 Violations; (5) Violation of Labor Code § 226(a); (6) Violation of Labor Code § 221; (7) Violation
3 of Labor Code § 204; (8) Violation of Labor Code § 203; (9) Failure to Maintain Records Required
4 under Labor Code §§ 1174, 1174.5; (10) Failure to Reimburse Necessary Business Expenses; and
5 (11) Violation of Business & Professions Code § 17200 *et seq.* On April 12, 2024, and pursuant to
6 Labor Code § 2699.3, subd. (a), Plaintiff gave timely notice to the LWDA and Defendant that
7 Plaintiff intended to proceed with a representative action under PAGA (LWDA-CM-1021974-24).
8 On September 23, 2024, after the 65-day statutory period passed, Plaintiff filed her First Amended
9 Complaint (Operative Complaint), which added claims for penalties under PAGA, Labor Code §
10 2698.

11 48. Defendant denies the allegations in the Operative Complaint, denies any failure to
12 comply with the laws identified in the Operative Complaint, denies any and all liability for the causes
13 of action alleged, and contends that the Action is not suitable for class certification.

14 49. On February 27, 2025, the Parties participated in a mediation with respected wage and
15 hour mediator Kelly Knight and, shortly after the mediation, were able to reach an agreement on
16 general settlement terms.

17 50. In advance of mediation, Class Counsel conducted a thorough investigation into the
18 facts of, and applicable law to, the Action, including speaking to current and former employees of
19 Defendant regarding Defendant's employment policies and practices. Plaintiff's counsel provided
20 Defendant's counsel with a comprehensive listing of informal discovery items required to
21 constructively mediate. Defendant responded by producing timekeeping and corresponding payroll
22 records for all 241 putative class members covering the period of April 12, 2020 through December
23 13, 2024. Prior to mediation, Plaintiff therefore obtained and analyzed the production of time and
24 payroll data for Class Members and the necessary policy documents through informal discovery to
25 properly evaluate the strengths and weaknesses of the claims and engage in meaningful settlement
26 discussions. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth
27 in *Dunk v. Foot Locker Retail, Inc.*, 48 Cal.App.4th 1794, 1801 (1996) and *Kullar v. Foot Locker*
28 *Retail, Inc.*, 168 Cal.App.4th 116, 129-130 (2008) ("*Dunk/Kullar*").

51. The Court has not granted class certification and the parties are stipulating to conditional class certification for Settlement purposes only. This stipulation to certification is in no way an admission that class action certification is proper and shall not be admissible in this Action except for the sole purposes of enforcing this Agreement. Should, for whatever reason, the Court fail to issue Final Approval, the Parties' stipulation to class certification as part of the Settlement shall become null and void ab initio and shall have no bearing on, and shall not be admissible in this Action in connection with, the issue of whether certification would be appropriate in a non-settlement context. Defendant expressly reserves its rights and declares that it would continue to oppose class certification and the substantive merits of the case should the Court fail to issue Final Approval. Plaintiff expressly reserve her rights and declares that she will continue to pursue class certification and a trial should the Court fail to issue Final Approval.

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

53. The Parties agree that neither the Parties' Settlement, this Agreement, nor the acts to be performed or judgment to be entered pursuant to the terms of the Settlement and Agreement, shall be construed as an admission by Defendant of any wrongdoing or violation of any statute or law or liability on the claims or allegations in the Action.

54. The Parties agreed to a version of this Settlement Agreement that was fully executed as of April 18, 2025. Since the Agreement's execution, the Parties have made mutually-agreeable revisions to the Settlement Agreement. Pursuant to Paragraph 106 of this Agreement, the Parties acknowledge and agree that, once this version of the Settlement Agreement has been fully executed, the prior version of the Settlement Agreement will be revoked and will have no further force and effect. Upon its full execution, this Settlement Agreement will be the operative Settlement Agreement. In the event this Agreement is not fully executed, the prior Agreement will remain in effect.

C. MONETARY TERMS.

55. Gross Settlement Amount. Except as otherwise provided by Paragraph 88 below,

1 Defendant will pay \$198,000.00 (One Hundred Ninety-Eight Thousand Dollars with Zero Cents) to
2 fully settle, resolve, and extinguish all claims asserted in the Action, including without limitation all
3 claims asserted in the PAGA Notice. The Gross Settlement Amount is non-reversionary and does
4 not include employer payroll taxes owed on the Wage Portion of the Individual Class Payments,
5 which Defendant will pay separately.

6 56. Schedule for Payment of the Gross Settlement Amount: Defendants shall fully fund
7 the Gross Settlement Amount and also fund the amounts necessary to fully pay Defendants' share
8 of payroll taxes by transmitting the funds to a Qualified Settlement Fund established by the
9 Administrator no later than fifteen (15) days after the Effective Date. This is a non-reversionary
10 Settlement in which Defendants are required to pay the entire Gross Settlement Amount. No portion
11 of the Gross Settlement Amount will revert to Defendants. Defendants are separately and solely
12 responsible for any employer payroll taxes owed as a result of this Settlement Agreement.

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

23 58. Payments from the Gross Settlement Amount. Subject to the terms and conditions of
24 this Agreement, the Administrator will make and deduct the following payments from the Gross
25 Settlement Amount in the amounts specified by the Court in the Final Approval.

26 59. To Plaintiff: A payment for the Class Representative Enhancement Award to the Class
27 Representative, Claudia E. Gonzalez, of not more than \$10,000.00 (Ten Thousand Dollars) in
28 addition to any Individual Class Payment and any Individual PAGA Payment the Class

1 Representative is entitled to receive as a Participating Class Member. Defendant will not oppose
2 Plaintiff's request for a Class Representative Enhancement Award that does not exceed this amount.
3 As part of the motion for the Class Counsel Fees Payment and Class Counsel Litigation Expenses
4 Payment, Plaintiff will seek Court approval for any Class Representative Enhancement Award. If
5 the Court approves a Class Representative Enhancement Award less than the amount requested, the
6 Administrator will retain the difference in the Net Settlement Amount to be distributed to
7 Participating Class Members. The Administrator will pay the Class Representative Enhancement
8 Award using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes
9 owed on the Class Representative Enhancement Award.

- 10 a. To Class Counsel: A Class Counsel Fees Payment of not more than one-third of the
11 Gross Settlement Amount, that is up to \$66,000.00, and a Class Counsel Litigation
12 Expenses Payment for actual costs, not to exceed \$25,000.00. Defendant will not
13 oppose requests for these payments. Plaintiff and/or Class Counsel will file a motion
14 requesting Class Counsel Fees Payment and Class Counsel Litigation Expenses
15 Payment no later than 16 (sixteen) court days prior to the Final Approval Hearing, or
16 as otherwise ordered by the Court. If the Court approves a Class Counsel Fees
17 Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts
18 requested, the Administrator will allocate the difference to the Net Settlement
19 Amount for distribution to Participating Class Members. Any Court order awarding
20 Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment
21 less than the amount sought by Class Counsel shall not be grounds to rescind the
22 Settlement Agreement or otherwise void the Settlement. Released Parties shall have
23 no liability to Class Counsel or any other Plaintiff's counsel arising from any claim
24 to any portion of Class Counsel Fees Payment and/or Class Counsel Litigation
25 Expenses Payment. Except for the Class Counsel Fees Payment and Class Counsel
26 Litigation Expenses Payment, Defendant shall have no further obligation to pay any
27 attorneys' fees, costs, or expenses to Class Counsel. The Administrator will pay the
28 Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using

one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.

b. To the Administrator: An Administration Costs payment not to exceed \$7,500.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Costs are less or the Court approves payment of less than \$7,500.00, the Administrator will retain the difference in the Net Settlement Amount to be distributed to Participating Class Members.

c. To Each Participating Class Member: An Individual Class Payment is calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period, and (b) multiplying the result by each individual Participating Class Member's Workweeks. The entire Net Settlement Amount will be disbursed to all Participating Class Members. If there are any valid and timely Requests for Exclusion, the Administrator shall proportionally increase the Individual Class Payment for each Participating Class Member according to the number of Workweeks worked by all Participating Class Members during the Class Period, so that the amount actually distributed to Participating Class Members equals one hundred percent (100%) of the Net Settlement Amount.

60. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to wage claims (the "Wage Portion"). The Wage Portion is subject to tax withholding and will be reported on an IRS W-2 Form. 80% of each Participating Class Member's Individual Class Payment will be allocated to interest and penalties (the "Non-Wage Portion"). The Non-Wage Portion is not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

61. Effect of Non-Participating Class Members on Calculation of Individual Class

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

4 62. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of
5 \$10,000.00 (Ten Thousand Dollars) will be paid from the Gross Settlement Amount, with 75%
6 (\$7,500.00) allocated to the LWDA PAGA Payment and 25% (\$2,500.00) allocated to the Individual
7 PAGA Payments. Aggrieved Employees cannot request exclusion. Class Counsel shall give proper
8 notice to the LWDA of the Settlement.

9 a. The Administrator will calculate each Individual PAGA Payment by (a) dividing the
10 amount of the Aggrieved Employees' 25% share of PAGA Penalties of \$2,500.00 by
11 the total number of PAGA Pay Periods worked by all Aggrieved Employees during
12 the PAGA Period, and (b) multiplying the result by each individual Aggrieved
13 Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility
14 and liability for any taxes owed on their Individual PAGA Payment.

15 b. If the Court approves PAGA Penalties of less than the amount requested, the
16 Administrator will allocate the difference to the Net Settlement Amount to be
17 distributed to Participating Class Members. The Administrator will report the
18 Individual PAGA Payments on IRS 1099 Forms.

19 **D. SETTLEMENT FUNDING AND PAYMENTS.**

20 63. Class Workweeks and Aggrieved Employee PAGA Pay Periods. Based on data
21 gathered through mediation, it is estimated there were 260 Class Members who collectively worked
22 a total of approximately **22,000** Workweeks from April 13, 2020 through the date of mediation, and
23 153 Aggrieved Employees who worked a total of 4,692 PAGA Pay Periods from April 12, 2023
24 through the date of mediation.

25 64. Class Data. Not later than twenty (20) days after the Court grants Preliminary Approval
26 of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a
27 Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must
28 maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and

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

8 65. Payments from the Gross Settlement Amount. The Administrator shall send monies to
9 be distributed to Participating Class Members (i.e., the Net Settlement Amount) and Aggrieved
10 Employees within 10 (ten) days following the receipt of the Gross Settlement Amount by the
11 Administrator from Defendants.

12 66. The Administrator will issue checks for the Individual Class Payments and/or
13 Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail. The face
14 of each check shall prominently state the date (180 days after the date of mailing) when the check
15 will be voided ("Void Date"). The Administrator will cancel all checks not cashed by the Void Date.
16 The Administrator will send checks for Individual Settlement Payments to all Participating Class
17 Members (including those for whom the Class Notice was returned undelivered). The Administrator
18 will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-
19 Participating Class Members who qualify as Aggrieved Employees (including those for whom Class
20 Notice was returned undelivered). If a Class Member is both a Participating Class Member and an
21 Aggrieved Employee, the Administrator may send one check that includes the Individual Settlement
22 Payment and Individual PAGA Payment.

23 67. The Administrator must conduct a Class Member Address Search for all Class
24 Members whose checks are returned undelivered without a USPS forwarding address. Within seven
25 (7) days of receiving a returned check, the Administrator must re-mail checks to the USPS
26 forwarding address provided or to an address ascertained through the Class Member Address Search.
27 The Administrator need not take further steps to deliver checks to Class Members whose re-mailed
28 checks are returned as undelivered.

68. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

69. For any Class Member or Aggrieved Employee whose Individual Class Payment check or Individual PAGA Payment check is uncashed and canceled after the Void Date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b). Participating Class Members whose uncashed settlement checks are provided to the California State Controller's Office shall be subject to the terms of the Judgment.

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

E. RELEASES OF CLAIMS.

On the Release Effective Date, Plaintiff, Class Members, Aggrieved Employees, and Class Counsel will release claims against all Released Parties as follows:

71. Plaintiff's Release. Plaintiff does hereby, for herself and her spouses, heirs, successors, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, personal representatives, and assigns forever and completely release and discharge the Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses (including back wages, statutory penalties, civil penalties, liquidated damages, exemplary damages, interest, attorneys' fees, and costs) of any nature whatsoever, from the beginning of time through the execution of this Agreement, whether known or unknown, suspected or unsuspected, including but not limited to all claims arising out of, based upon, or relating to Plaintiff's employment with Defendant or the remuneration for or termination of such employment (the "Plaintiff's Claims").

a. Without limiting the generality of the foregoing, this general release by Plaintiff

includes all federal, state and local statutory claims, federal and state common law claims (including but not limited to those for contract, tort and equity), including without limitation any claims for breach of any implied or express contract or covenant; claims for promissory estoppel; claims of entitlement to any pay; claims of wrongful denial of insurance and employee benefits (except workers' compensation benefits); claims for failure to hire, public policy violations, defamation, invasion of privacy, fraud, misrepresentation, emotional distress, assault/battery, or other common law or tort matters; claims of harassment, retaliation or discrimination based on age, race, color, religion, sex, national origin, ancestry, physical or mental disability, protected activity, medical condition, marital status, sexual preference, union activity, or veteran status; claims under the Americans with Disabilities Act, Age Discrimination in Employment Act, Title VII of the Civil Rights Act of 1964 (as amended), the Civil Rights Act of 1991; 42 U.S.C. sec. 1981, 42 U.S.C. sec. 1983, the Older Workers Benefit Protection Act, the Family and Medical Leave Act; claims for unfair competition; claims based on legal restrictions on Defendant's right to terminate, not to hire or promote employees, or to change an employee's compensation; and claims based on any federal, state or other governmental statute, regulation or ordinance, all statutory, constitutional, contractual or common law claims for wages, damages, unpaid costs or expenses, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief, or any other claims arising under the Fair Labor Standards Act, the Employment Retirement Security Income Act of 1974, the California Constitution, the California Fair Employment and Housing Act, the California Unfair Competition Act (California Business and Professions Code section 17200 et seq.), the California Labor Code, or Industrial Welfare Commission Wage Orders, and any penalties, including statutory or civil penalties, related to any or all of the foregoing.

- b. Plaintiff expressly waives and relinquish all rights and benefits afforded by Section 1542 of the Civil Code of the State of California and does so understanding and

acknowledging the significance of the waiver of Section 1542. Section 1542 of the Civil Code of the State of California states:

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

Plaintiff acknowledges and agrees that this knowing and voluntary waiver is an essential and material term of this Settlement Agreement, and the Settlement Agreement would not have been entered into without such a waiver.

- c. Notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release and discharge of all parties, Plaintiff expressly acknowledges that this Settlement Agreement is intended to include in its effect, without limitation, all claims that Plaintiff knew of, as well as all claims that she does not know or suspect to exist in her favor against the Released Parties, or any of them, for the time period from the beginning of time to the execution of this Settlement Agreement, and that this Settlement Agreement contemplates the extinguishment of any such Plaintiff's claims. Notwithstanding the above, the general release by Plaintiff shall not extend to claims for workers' compensation benefits, claims for unemployment benefits, or other claims that may not be released by law.
- d. Plaintiff releases all claims for statutory penalties that could have been sought by the Labor Commissioner for the violations identified in Plaintiff's pre-filing letter to the LWDA; Plaintiff does not release any Aggrieved Employee's claim for wages or damages (though such claims may be released through this Settlement by Participating Class Members).

72. Release by Participating Class Members: All Participating Class Members, on behalf

of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from those claims set forth and those based solely upon the facts alleged in the Operative Complaint that arose during the Class Period, including all statutes on which those claims are based in the Operative Complaint, including claims for: (1) failure to pay for all hours worked/compensation due for services, wages, minimum wages, overtime, premium payments, reporting time pay; (2) meal period and rest period liability (including any failure to pay meal or rest period penalties); (3) failure to provide payment of wages during employment and payment of wages at termination; (4) failure to maintain and provide accurate and complete records and failure to provide wage statements; (4) failure to reimburse for necessary business expenses; (5) failure to provide sick pay, COVID-19 sick pay, California sick pay, bonus pay, and any unpaid wages or compensation related to any or all of the foregoing, which are based on the facts alleged in the Action; (6) restitution related to any or all of the foregoing, which are based on the facts alleged in the Action; (7) and any penalties, including statutory or civil penalties, related to any or all of the foregoing. This release includes any and all claims pursuant to: California Labor Code §§ 90.5, 201, 202, 203, 204, 206.5, 210, 218, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.4, 226.7, 246, 248 *et. seq.*, 248.1, 248.2, 248.5, 351, 353, 354, 432.5, 510, 511, 512, 551, 552, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.1, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 1198.5, 1199, 2802, and 2810.5; the Fair Labor Standards Act; California Business & Professions Code § 17200 *et seq.*; California Code of Civil Procedure § 1021.5; and the California Industrial Welfare Commission Wage Orders MW-2014 (collectively, the “Released Class Claims”). The Released Class Claims apply to claims arising during the Class Period. Except as set forth in Paragraph 73 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

73. Release by Aggrieved Employees: All Aggrieved Employees, including Non-Participating Class Members who are Aggrieved Employees, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs,

administrators, successors, and assigns, the Released Parties from all claims for PAGA Penalties that were alleged, or reasonably could have been alleged, based solely on the facts stated in the Operative Complaint, the PAGA Notice, including PAGA Penalties claims premised on: California Labor Code §§ 201, 202, 203, 204, 210, 221, 226, 226.7, 227.3, 246, 248.1, 248.2, 248.5, 351, 354, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2810.5, 2698, 2699, *et seq.*, 2926, and 2927; failure to pay for all hours worked/compensation due for services, wages, minimum wages, overtime, premium payments, meal periods, rest periods, pay reporting time pay; failure to provide payment of wages during employment and payment of wages at termination; failure to maintain and provide accurate and complete records; failure to reimburse for necessary business expenses; failure to provide sick pay, COVID-19 sick pay, California sick pay, bonus pay, and any unpaid wages or compensation related to any or all of the foregoing, which are based solely on the facts alleged in the Action (“Released PAGA Claims”). The Released PAGA Claims apply to claims arising during the PAGA Period.

74. Release Effective Date: As of the Release Effective Date, as defined above, all Participating Class Members shall be enjoined from filing, joining or becoming a party, member or representative in any actions, claims, complaints, or proceedings in any state or federal court on an individual, representative, collective or class action basis, or from initiating any other proceedings regarding any of the Released Class Claims identified herein. In addition, upon the Release Effective Date, all eligible Aggrieved Employees shall be enjoined from filing, joining, or becoming a party, member or representative in any actions, claims, complaints, or proceedings in any state or federal court on an individual, representative, collective or class action basis, or from initiating any other proceedings to the extent such actions, claims, complaints, or proceedings are based on the Released PAGA Claims released through this Settlement.

F. MOTION FOR PRELIMINARY APPROVAL.

75. Plaintiff’s Motion for Preliminary Approval. Plaintiff will prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”).

76. Defendant’s Statement of Non-Opposition in Support of Preliminary Approval. Defendant may file a statement of non-opposition in support of preliminary approval to be filed with

1 or after the Motion for Preliminary Approval documents.

2 77. Plaintiff's Responsibilities. Plaintiff will prepare all documents necessary for obtaining
3 Preliminary Approval, including: (i) a draft of the notice, memorandum in support, Motion for
4 Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request
5 for approval of the PAGA portion of the Settlement under Labor Code Section 2699, subd. (f)(2));
6 (ii) a draft proposed Preliminary Approval order; (iii) a draft proposed Class Notice, (iv) a signed
7 declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement
8 and attesting to its willingness to serve; competency; operative procedures for protecting the security
9 of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other
10 misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members;
11 and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense
12 Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and
13 disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or
14 the Administrator; (vi) a signed declaration from Class Counsel firm attesting to its competency to
15 represent the Class Members; its timely transmission to the LWDA of all necessary PAGA
16 documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint
17 (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2));
18 and all facts relevant to any actual or potential conflict of interest with Class Members, and/or the
19 Administrator; and (vii) any other documents required by the Court. In their declarations, Plaintiff
20 and Class Counsel shall aver that they are not aware of any other pending matter or action asserting
21 claims that will be extinguished or adversely affected by the Settlement. Class Counsel will provide
22 Defendant's Counsel with a draft of the preliminary approval motion at least four (4) business days
23 prior to filing so that Defendant's counsel may provide any comments prior to filing.

24 78. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly
25 responsible for expeditiously finalizing the Motion for Preliminary Approval. Class Counsel will
26 obtain a prompt hearing date for the Motion for Preliminary Approval, file the Motion for
27 Preliminary Approval no later than 16 (sixteen) court days before the hearing, unless otherwise
28 ordered by the Court, and deliver the Court's Preliminary Approval to the Administrator.

79. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

G. SETTLEMENT ADMINISTRATION.

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

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

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

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

- 1 a. Using best efforts to perform as soon as possible, and in no event later than 14
2 (fourteen) days after receiving the Class Data, the Administrator will send to all Class
3 Members identified in the Class Data, via first-class United States Postal Service
4 (“USPS”) mail, the Class Notice (including a Spanish translation if the Parties deem
5 it necessary) substantially in the form attached to this Agreement as **Exhibit A**. The
6 first page of the Class Notice shall prominently estimate the dollar amounts of any
7 Individual Class Payment and/or Individual PAGA Payment payable to the Class
8 Member, and the number of Workweeks and PAGA Pay Periods used to calculate
9 these amounts.
- 10 b. Not later than five (5) calendar days after the Administrator’s receipt of any Class
11 Notice returned by the USPS as undelivered because the address of the recipient is
12 no longer valid, *i.e.*, the envelope is marked “Return to Sender, the Administrator
13 shall re-mail the Class Notice using any forwarding address provided by the USPS.
14 If the USPS does not provide a forwarding address, the Administrator shall conduct
15 a Class Member Address Search, and re-mail the Class Notice to the most current
16 address obtained. If the Administrator takes steps to search for an updated address,
17 but is unable to find one, or any mailing to any updated address is returned as
18 undeliverable a second time, then the notice will be deemed delivered to the Class
19 Member. The Administrator has no obligation to make further attempts to locate or
20 send Class Notice to Class Members whose Class Notice is returned by the USPS a
21 second time.
- 22 c. The deadlines for Class Members’ written objections, challenges to Workweeks
23 and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional
24 fourteen days (14) days beyond the forty-five (45) days otherwise provided in the
25 Class Notice for all Class Members whose notice is re-mailed. The Administrator
26 will inform the Class Member of the extended deadline with the re-mailed Class
27 Notice.
- 28 d. If the Administrator, Defense Counsel, Defendant, or Class Counsel is contacted by

1 or otherwise discovers any persons who believe they should have been included in
2 the Class Data and should have received Class Notice, the Parties will expeditiously
3 meet and confer in person or by telephone, and in good faith in an effort to agree on
4 whether to include them as Class Members. If the Parties agree, such persons will be
5 Class Members entitled to the same rights as other Class Members, and the
6 Administrator will send, via email or overnight delivery, a Class Notice requiring
7 them to exercise options under this Agreement not later than 14 (fourteen) days after
8 receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

9 84. Requests for Exclusion (Opt-Outs). Class Members who wish to exclude themselves
10 (opt-out of) the Class portion of the Settlement must send the Administrator, by mail a signed written
11 Request for Exclusion not later than 45 (forty-five) days after the Administrator mails the Class
12 Notice (plus an additional 14 (fourteen) days for Class Members whose Class Notice is re-mailed)
13 using a Request for Exclusion form that is mutually agreed upon by the Parties and that is attached
14 to this Agreement as Exhibit B. To be valid, a Request for Exclusion must be timely postmarked by
15 the Response Deadline.

16 a. The Administrator shall accept any Request for Exclusion as valid if the
17 Administrator can reasonably ascertain the identity of the person as a Class Member
18 and the Class Member's desire to be excluded. The Administrator's determination
19 shall be final and not appealable or otherwise susceptible to challenge. If the
20 Administrator has reason to question the authenticity of a Request for Exclusion, the
21 Administrator may demand additional proof of the Class Member's identity. The
22 Administrator's determination of authenticity shall be final and not appealable or
23 otherwise susceptible to challenge.

24 b. Every Class Member who does not submit a timely and valid Request for Exclusion
25 is deemed to be a Participating Class Member under this Agreement, entitled to all
26 benefits and bound by all terms and conditions of the Settlement, including the
27 Participating Class Members' releases under Paragraphs 72 and 73 of this Agreement,
28 regardless of whether the Participating Class Member actually receives the Class

1 Notice or objects to the Settlement.

- 2 c. Every Class Member who submits a valid and timely Request for Exclusion is a Non-
3 Participating Class Member and shall not receive an Individual Class Payment or
4 have the right to object to the class action components of the Settlement. Because
5 future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-
6 Participating Class Members who are Aggrieved Employees are deemed to release
7 the Released PAGA Claims identified in Paragraph 73 of this Agreement and are
8 eligible for an Individual PAGA Payment.

9 85. Challenges to Calculation of Workweeks. Each Class Member shall have 45 (forty-
10 five) days after the Administrator mails the Class Notice (plus an additional 14 (fourteen) days for
11 Class Members whose Class Notice is re-mailed) to challenge the number of Workweeks and PAGA
12 Pay Periods allocated to the Class Member in the Class Notice. The Class Member may challenge
13 the allocation by communicating with the Administrator via mail and by submitting supporting
14 documentation. In the absence of any contrary documentation, and so long as they are consistent
15 with the Class Data, the Administrator will presume that the Workweeks and PAGA Pay Periods
16 contained in the Class Notice are correct. The Administrator's determination of each Class
17 Member's allocation of Workweeks and/or PAGA Pay Periods shall be final and not appealable or
18 otherwise susceptible to challenge. The Administrator shall promptly provide copies of all
19 challenges to the calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class
20 Counsel. The Parties and the Administrator will meet and confer in good faith to determine the
21 Class Member's actual number of Workweeks or PAGA Pay Periods. The Administrator has the
22 authority to address and make final decisions consistent with the terms of this Agreement on all
23 Class Member challenges over the calculation of Workweeks and/or PAGA Pay Periods. The
24 Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

25 86. Objections to Settlement. Only Participating Class Members may object to the class
26 action components of the Settlement and/or this Agreement, including contesting the fairness of the
27 Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation
28 Expenses Payment and/or Class Representative Enhancement Award.

1 a. Participating Class Members may send written objections to the Administrator by
2 mail. In the alternative, Participating Class Members may appear in Court (or hire an
3 attorney at their own expense to appear in Court) to present verbal objections at the
4 Final Approval Hearing. A Participating Class Member who elects to send a written
5 objection to the Administrator must do so not later than 45 (forty-five) days after the
6 Administrator's mailing of the Class Notice (plus an additional 14 (fourteen) days for
7 Class Members whose Class Notice was re-mailed).

8 b. Non-Participating Class Members have no right to object to any of the class action
9 components of the Settlement.

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

12 a. Website, Email Address and Toll-Free Number. The Administrator will establish,
13 maintain and use an internet website to post information of interest to Class Members
14 including the date, time, and location for the Final Approval Hearing and copies of
15 the Agreement, Motion for Preliminary Approval, Preliminary Approval, Class
16 Notice, Motion for Final Approval, motion for Class Counsel Fees Payment, Class
17 Counsel Litigation Expenses Payment and Class Representative Enhancement
18 Award, the Final Approval, and the Judgment. The Administrator will also maintain
19 and monitor a toll-free telephone number to receive Class Member calls.

20 b. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
21 promptly review on a rolling basis Requests for Exclusion to ascertain their validity.
22 Not later than five (5) days after the expiration of the deadline for submitting
23 Requests for Exclusion, the Administrator shall email a list to Defense Counsel
24 containing (a) the names and other identifying information of Class Members who
25 have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names
26 and other identifying information of Class Members who have submitted invalid
27 Requests for Exclusion; (c) copies of all Requests for Exclusion submitted (whether
28 valid or invalid).

- 1 c. Weekly Reports. The Administrator must, on a weekly basis, provide written reports
2 to Class Counsel and Defense Counsel that, among other things, tally the number of:
3 Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for
4 Exclusion (whether valid or invalid) received, objections received, challenges to
5 Workweeks and/or PAGA Pay Periods received and/or resolved, and checks mailed
6 for Individual Class Payments and Individual PAGA Payments (“Weekly Report”).
7 The Weekly Reports must include the Administrator’s assessment of the validity of
8 Requests for Exclusion.
- 9 d. Administrator’s Declaration. Not later than 14 (fourteen) days before the date by
10 which Plaintiff is required to file the Motion for Final Approval, the Administrator
11 will provide to Class Counsel and Defense Counsel, a signed declaration suitable for
12 filing in Court attesting to its due diligence and compliance with all of its obligations
13 under this Agreement, including, but not limited to, its mailing of Class Notice, the
14 Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to
15 locate Class Members, the total number of Requests for Exclusion it received (both
16 valid or invalid), the number of written objections and attach the Exclusion List. The
17 Administrator will supplement its declaration as needed or requested by the Parties
18 and/or the Court. Class Counsel is responsible for filing the Administrator’s
19 declaration(s) in Court.
- 20 e. Final Report by Administrator. Within 10 (ten) days after the Administrator disburses
21 all funds in the Gross Settlement Amount, the Administrator will provide Class
22 Counsel and Defense Counsel with a final report detailing its disbursements by
23 employee identification number only of all payments made under this Agreement. At
24 least 15 (fifteen) days before any deadline set by the Court, the Administrator will
25 prepare, and submit to Class Counsel and Defense Counsel, a signed declaration
26 suitable for filing in Court attesting to its disbursement of all payments required under
27 this Agreement. Class Counsel is responsible for filing the Administrator's
28 declaration in Court.

1 **H. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE.**

2 88. Based on data gathered through the February 27, 2025 mediation, it is estimated that
3 there are 260 Class Members who collectively worked a total of **22,000** Workweeks from April 13,
4 2020, through the date of mediation. If it is determined that the total number of Workweeks worked
5 by Participating Class Members within the Class Period is greater than **24,200** (i.e. more than a 10%
6 increase from 22,000 workweeks), the Gross Settlement Amount will be increased by the same
7 number of percentage points above 10% by which the actual number of Workweeks exceeds 24,200.
8 Alternatively, Defendant may elect to shorten the Class Period to stay within 24,200 Workweeks. If
9 this provision is triggered and Defendant elects to increase the Gross Settlement Amount, the Parties
10 agree that the portion of the Gross Settlement Amount allocated to attorneys' fees will increase
11 proportionally such that the total amount of attorneys' fees remains one third of the Gross Settlement
12 Amount after the upward adjustment required by this provision is implemented.

13 **I. DEFENDANT'S RIGHT TO WITHDRAW.**

14 89. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds
15 five percent (5%) of the total of all Class Members, Defendant may, but is not obligated, to elect to
16 withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall
17 be *void ab initio*, have no force or effect whatsoever, and that neither Party will have any further
18 obligation to perform under this Agreement; provided, however, Defendant will remain responsible
19 for paying all Administration Costs incurred to that point. Defendant must notify Class Counsel and
20 the Court of its election to withdraw not later than twenty (20) days after the Administrator sends
21 the final Exclusion List to Defense Counsel; late exclusions will have no effect.

22 **J. MOTION FOR FINAL APPROVAL.**

23 90. Not later than 16 (sixteen) court days before the calendared Final Approval Hearing,
24 unless otherwise scheduled by the Court, Plaintiff will file in Court, a Motion for Final Approval of
25 the Settlement that includes a request for approval of the PAGA portion of the settlement under
26 Labor Code section 2699, subd. (l); a proposed Final Approval; and a proposed Judgment
27 (collectively "Motion for Final Approval").

28 91. Response to Objections. Each Party retains the right to respond to any objection raised
by a Participating Class Member, including the right to file responsive documents in Court no later

1 than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by
2 the Court.

3 92. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
4 Approval on any material change to the Settlement (including, but not limited to, the scope of release
5 to be granted by Class Members), the Parties will expeditiously work together in good faith to
6 address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The
7 Court's decision to award less than the amounts requested for the Class Representative Enhancement
8 Award, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or
9 Administration Costs shall not constitute a material modification to the Agreement within the
10 meaning of this paragraph.

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

15 94. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
16 conditions of this Agreement, the Parties, their respective counsel, and all Participating Class
17 Members who did not object to the Settlement as provided in this Agreement, waive all rights to
18 appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right
19 to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The
20 waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals.
21 The waiver of appeal does not include any waiver of Plaintiff's and/or Class Counsel's right to
22 appeal a reduction of the amounts requested for the Class Representative Enhancement Award, Class
23 Counsel Fees Payment, and/or Class Counsel Litigation Expenses.

24 95. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
25 reviewing court vacates, reverses, or modifies the Judgment in a manner that requires a material
26 modification of this Agreement (including, but not limited to, the scope of release to be granted by
27 Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously
28 work together in good faith to address the appellate court's concerns and to obtain Final Approval

1 and Judgment, sharing, on a 50-50 basis, any additional Administration Costs reasonably incurred
2 after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class
3 Representative Enhancement Award, Class Counsel Fees Payment and/or Class Counsel Litigation
4 Expenses Payment shall not constitute a material modification of the Judgment within the meaning
5 of this paragraph, as long as the Gross Settlement Amount remains unchanged.

6 **K. AMENDED JUDGMENT.**

7 96. If any amended judgment is required under Code of Civil Procedure § 384, the Parties
8 will work together in good faith to jointly submit a proposed amended judgment.

9 **L. ADDITIONAL PROVISIONS.**

10 97. No Admission of Liability, Class Certification or Representative Manageability for
11 Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims.
12 Nothing in this Agreement is intended or should be construed as an admission by Defendant that any
13 of the allegations in the Operative Complaint has merit or that Defendant has any liability for any
14 claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's
15 defenses in the Action have merit. The Parties agree that class certification and representative
16 treatment is for purposes of this Settlement only. If, for any reason, the Court does not grant
17 Preliminary Approval, Final Approval, or enter Judgment, Defendant reserves the right to contest
18 certification of any class for any reason, Defendant reserves all available defenses to the claims in
19 the Action, and Plaintiff reserves the right to move for class certification on any grounds available
20 and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to
21 settle the Action will have no bearing on, and will not be admissible in connection with, any litigation
22 (except for proceedings to enforce or effectuate the Settlement and this Agreement).

23 98. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant, and
24 Defense Counsel separately agree that, until the Motion for Preliminary Approval is filed, they and
25 each of them will not disclose, disseminate and/or publicize, or cause or permit another person to
26 disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly,
27 specifically or generally, to any person, corporation, association, government agency, or other entity
28 except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep

1 this Agreement confidential, or within the organization as necessary to complete the review and
2 execution of the Agreement; (2) counsel in a related matter; (3) to the extent necessary to report
3 income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in
4 response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees
5 to immediately notify the other Party of any judicial or agency order, inquiry, or subpoena seeking
6 such information. Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree not to,
7 directly or indirectly, initiate any conversation or other communication, before the filing of the
8 Motion for Preliminary Approval, with any third party regarding this Agreement or the matters
9 giving rise to this Agreement except to respond only that “the matter was resolved,” or words to that
10 effect. This paragraph does not restrict Class Counsel’s communications with Class Members in
11 accordance with Class Counsel’s ethical obligations owed to Class Members. After the Final
12 Approval Date, Class Counsel and the Plaintiff agree that they will not discuss the Settlement with
13 the media, any settlement and verdict reporting service, any social media postings or other Internet
14 postings.

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

20 100. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
21 together with its attached exhibits shall constitute the entire agreement between the Parties relating
22 to the Settlement, superseding any and all oral representations, warranties, covenants, or
23 inducements made to or by any Party.

24 101. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
25 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate
26 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its
27 terms, and to execute any other documents reasonably required to effectuate the terms of this
28 Agreement including any amendments to this Agreement.

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

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

12 104. No Tax Advice. Class Counsel and Defendant make no representations as to the tax
13 treatment or legal effect of settlement amounts called for hereunder, and Plaintiffs and the Class
14 Members are not relying on any statement or representation by Class Counsel or Defendant in this
15 regard. Plaintiffs, Participating Class Members, and Aggrieved Employees understand and agree
16 that they will be solely responsible for the payment of any taxes and penalties assessed on their
17 respective Individual Class Payments and Individual PAGA Payments, described herein. Forms
18 1099 will be distributed in the manner required by the Internal Revenue Code of 1986 (the "Code")
19 and consistent with this Agreement. If the Code, the regulations promulgated thereunder, or other
20 applicable tax law, is changed after the date of this Agreement, the processes set forth in this Section
21 may be modified in a manner to bring Defendant into compliance with any such changes. Plaintiffs,
22 Participating Class Members, and Aggrieved Employees understand and agree that they will be
23 solely responsible for the payment of any taxes and penalties assessed on their respective payments
24 described herein.

25 105. CIRCULAR 230 DISCLAIMER. EACH PARTY TO THIS AGREEMENT (FOR
26 PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO
27 THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER
28 PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS

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

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

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

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

28 109. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation

of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

110. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

111. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

112. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

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

To Plaintiff:

D.LAW, INC.
David Yeremian
d.yeremian@d.law
Alvin B. Lindsay
a.lindsay@d.law
450 N. Brand Blvd., Suite 840
Glendale, CA 91203
Telephone: (818) 962-6465
Facsimile: (818) 962-6469

To Defendant:

MUNGER, TOLLES & OLSON LLP
David W. Moreshead
david.moreshead@mto.com
350 South Grand Avenue, Fiftieth Floor
Los Angeles, California 90071-3426
Telephone: (213) 683-9100
Facsimile: (213) 687-3702

114. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or by email which for purposes of this

1 Agreement shall be accepted as an original. All executed counterparts and each of them will be
2 deemed to be one and the same instrument if counsel for the Parties will exchange between
3 themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove
4 the existence and contents of this Agreement.

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

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

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

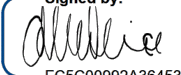
24 118. Severability. In the event that one or more of the provisions contained in this
25 Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such
26 invalidity, illegality, or unenforceability shall in no way effect any other provision if Defense
27 Counsel and Class Counsel, on behalf of the Parties, the Class Members, and the Aggrieved
28

Employees, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

IT IS SO AGREED.

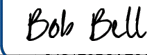
By the Parties:

DATED: 5/20/2025

Signed by:

FC5C00002A36453...

Plaintiff Claudia E. Gonzalez

DATED: 5/20/2025

DocuSigned by:

042179B2AF0C4C5...

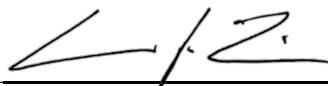
Defendant The Annenberg Foundation Trust at Sunnylands

By: Robert Bell
Position: Chief Administrative Officer

Approved by counsel:

DATED: May 20, 2025

D.LAW, INC.

By: 
David Yeremian
Alvin Lindsay
Enoch Kim
Marta Manus
Counsel for Plaintiff Claudia E. Gonzalez

DATED: May 20, 2025

MUNGER, TOLLES & OLSON LLP

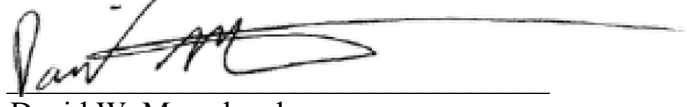
By: 
David W. Moreshead
Attorneys for Defendant, The Annenberg Foundation
Trust at Sunnylands

EXHIBIT A

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT

Gonzalez v. The Annenberg Foundation Trust at Sunnylands
(Riverside County Superior Court, Case No. CVRI2401980)

***The Riverside County Superior Court authorized this notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from a class action lawsuit filed by Claudia E. Gonzalez (“Plaintiff” or “Class Representative”) against Defendant The Annenberg Foundation Trust at Sunnylands (“Defendant”) for alleged violations of the California Labor Code (the “Action”). (Plaintiffs and Defendant shall be collectively referred to as the “Parties”).

The Action seeks payment of (1) unpaid wages, statutory damages and penalties, interest and attorneys’ fees on behalf of all Class Members, who are defined as all current and former nonexempt (hourly paid) employees employed by Defendant in California at any time during the Class Period (which is April 13, 2020, through [date]); and (2) penalties under the California Private Attorneys General Act (“PAGA”) on behalf of all Aggrieved Employees, who are defined as all current and former nonexempt (hourly paid) employees employed by Defendant in California at any time during the PAGA Period (which is April 12, 2023, through [date]). PAGA is a California law that allows employees to bring claims for civil penalties on behalf of the California Labor and Workforce Development Agency (“LWDA”) and all Aggrieved Employees for alleged violations of the Labor Code, and any payment for PAGA penalties shall be paid 75% to the LWDA and 25% to all Aggrieved Employees as civil penalties (rather than wages).

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

[CLASS MEMBER NAME] [ID/CONTROL NUMBER]

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

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

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

In granting preliminarily approval of the proposed Settlement and approving this notice, the Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate and reasonable, and that any final determination of those issues will be made at the Final Approval Hearing. Your legal rights are affected whether you act or do not act. Read this notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs’ attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment

that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

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

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

YOU MAY ATTEND THE FINAL APPROVAL HEARING, BUT IT’S NOT REQUIRED	
DATE: DATE TIME: TIME	The Court’s Final Approval Hearing is scheduled to take place on [REDACTED]. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. See Section 8 of this notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. The Action accuses Defendant of violating California labor laws due to the alleged failure to pay minimum and overtime wages, failure to provide meal periods and rest breaks, failure to pay accrued sick leave, failure to reimburse business expenses, failure to maintain required records, failure to pay gratuities, unlawfully collecting a portion of employee wages, failure to timely pay wages during employment and upon separation of employment, failure to provide accurate itemized wage statements, and unfair and unlawful competition. Based on the same

claims, Plaintiffs also asserted a claim for civil penalties under PAGA.

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

Both Parties are represented by attorneys in the Action. See Section 9 below for their contact information.

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

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

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) settlement is in the best interests of the Class Members and Aggrieved Employees. So far, the Court has made no determination whether Defendant or Plaintiff are correct on the merits, and has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at final hearing. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this notice, and scheduled a hearing to determine Final Approval.

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

1. The Gross Settlement Amount. Defendant has agreed to pay a total gross settlement amount of \$198,000 (the “Settlement Amount”) and will deposit the Settlement Amount into an account controlled by the Administrator. The Administrator will use the Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Enhancement Award, Class Counsel Fee Payment, Class Counsel Litigation Expenses payment, the Administrator’s Costs, and PAGA Penalties to be paid to the LWDA. Assuming the Court grants Final Approval of the settlement and that the Judgment entered by the Court becomes final, Defendant will fund the Gross Settlement Amount and payments will be made shortly thereafter. The Judgment will be final on the date the Court enters Judgment, or a later date if the Judgment is appealed.

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

A. Up to one-third (1/3) of the Gross Settlement Amount to Class Counsel for attorneys’ fees (\$66,000.00), plus reasonable costs and expenses not to exceed \$25,000.00. To date, Class Counsel has incurred expenses on the Action without payment.

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

C. \$7,500.00 to the Administrator for services administering the Settlement.

D. \$10,000 for PAGA Penalties, allocated 75% to the LWDA and 25% in Individual PAGA Payments to the Aggrieved Employees based on their share of PAGA Pay Periods during the PAGA Period.

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

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the remainder of the Settlement Amount (the “Net Settlement Amount”) by making Individual Class Payments to Participating Class Members based on their pro rata share of total Workweeks the Participating Class Member worked during the Class Period.

4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of twenty percent (20%) of each Individual Class Payment to taxable wages (“Wage Portion”) and eighty percent (80%) to penalties and interest (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer-side payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the “void date”). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California State Controller's Unclaimed Property Fund in your name. If the monies represented by your check is sent to the Controller’s Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money. You will still be bound by the Judgment, even if you do not cash your check.

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

7. The Proposed Settlement Will be Void If the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

8. Administrator. The Court has appointed a neutral company, Apex Class Action (the “Administrator”) to send this notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also assist the Parties with deciding any disputes over weeks worked, mail and re-mail (if necessary) settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in **Section 9** of this notice.

9. Participating Class Members’ Release. After the Judgment is final and Defendant has fully funded the Settlement Amount, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or the “Released Parties” (which means Defendant, and all of its present and former officers, directors, employees, and agents) based on the facts alleged in the Action for the duration of the Class Period, which are resolved by this Settlement.

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

All Participating Class Members release the Defendant and the Released Parties from any and all claims stated in the First Amended Complaint and those based solely upon the facts in the First Amended Complaint, including: (1) failure to pay for all hours

worked/compensation due for services, wages, minimum wages, overtime, premium payments, reporting time pay; (2) meal period and rest period liability (including any failure to pay meal or rest period penalties); (3) failure to provide payment of wages during employment and payment of wages at termination; (4) failure to maintain and provide accurate and complete records and failure to provide wage statements; (4) failure to reimburse for necessary business expenses; (5) failure to provide sick pay, COVID-19 sick pay, California sick pay, bonus pay, and any unpaid wages or compensation related to any or all of the foregoing, which are based on the facts alleged in the Action; (6) restitution related to any or all of the foregoing, which are based on the facts alleged in the Action; (7) and any penalties, including statutory or civil penalties, related to any or all of the foregoing.

10. Released PAGA Claims. After the Court's judgment is final, and Defendant has paid the Gross Settlement Amount, Plaintiff, the State of California, and the LWDA shall completely release and discharge the Released Parties from the Released PAGA Claims for the PAGA Period, including all PAGA Claims that Plaintiffs alleged against the Released Parties, based on the facts stated in the relevant LWDA notice letters and only to the extent that they are alleged in the First Amended Complaint, including all PAGA claims seeking civil penalties premised upon: (1) failure to pay for all hours worked/compensation due for services, wages, minimum wages, overtime, premium payments, meal periods, rest periods, pay reporting time pay; (2) failure to provide payment of wages during employment and payment of wages at termination; (3) failure to maintain and provide accurate and complete records; (4) failure to reimburse for necessary business expenses; (5) failure to provide sick pay, COVID-19 sick pay, California sick pay, bonus pay, and any unpaid wages or compensation related to any or all of the foregoing, which are based on the facts alleged in the Action; (6) restitution related to any or all of the foregoing, which are based on the facts alleged in the Action; (7) and all other claims for civil penalties recoverable under the Private Attorneys General Act, Labor Code §§ 2698 et seq. based on the facts or claims alleged in the LWDA notice letters and Complaint. The time period governing the Released PAGA Claims shall be the PAGA Period.

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

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of weeks worked by all Participating Class Members during the Class Period, and (b) multiplying the result by each Participating Class Members' Workweeks during the Class Period.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing **\$2,500.00** by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by the number of PAGA Pay Periods for each Aggrieved Employee during the PAGA Period.

3. Disputing Weeks Worked. The number of weeks you worked during the Class and PAGA Periods, as recorded in Defendant's records, are stated in the tables on page 1 of this notice. You have until **DATE** (the "Response Deadline") to dispute the number of Workweeks or PAGA Pay Periods credited to you by submitting a dispute to the Administrator. Section 9 of this notice has the Administrator's contact information. You need to support your dispute by sending copies of pay stubs or other records. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve challenges based on your submission and on input from Class Counsel and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members and Aggrieved Employees. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (which includes every Class Member who does not opt-out) and Aggrieved Employee. The single check will combine the Individual Class Payment and the Individual PAGA Payment (if you are entitled to an Individual PAGA Payment).

2. Non-Participating Class Members/Aggrieved Employees Only. If you opted out of the Class settlement, but qualify as an Aggrieved Employee, then the Administrator will send, by U.S. mail, a single Individual PAGA Payment

check to every Aggrieved Employee, including those who opt out of the Class Settlement.

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

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

You will be treated as a Participating Class Member, participating fully in the Settlement, unless you opt-out of the Settlement before the Response Deadline. To opt-out, you must complete, sign, and mail the accompanying Request for Exclusion Form to the Administrator, postmarked on or before the Response Deadline (as a reminder, **the "Response Deadline" is DATE**). Any person who submits a timely Request for Exclusion from the Class Claims (1) will not have any rights under this Settlement, including the right to object, appeal or comment on the Settlement; (2) will not be entitled to receive an Individual Class Payment; (3) will preserve the right to pursue the Released Class Claims, and (4) will not be bound by this Settlement, or the Judgment, as to the Released Class Claims.

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

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. A Participating Class Member who disagrees with any aspect of the Settlement may wish to object. If you wish to object to the proposed Settlement, you or your own attorney must submit a written objection on the enclosed Objection Form and include any and all evidence and supporting documentation or papers. The Objection Form and any accompanying documentation and papers must be sent to the Administrator at the address listed in Section 9 on the Objection Form, **postmarked** on or before the Response Deadline. If you do not comply with these procedures, the Court may not consider your objection at the Final Approval Hearing, and you may lose the right to contest the approval of the Settlement. You are still eligible to receive a settlement payment should the settlement become Final even if you object to the settlement. Submitting an objection does not preserve the right to appeal a final judgment. Rather, the right to appeal is preserved by becoming a party of record by timely and properly intervening or filing a motion to vacate the judgment before entry of judgment.

8. WHEN IS THE FINAL APPROVAL HEARING?

On [REDACTED], at [REDACTED] a.m./p.m., the Court will hold a public hearing in Department 1 of the Superior Court for the State of California, County of Riverside, 4050 Main St, Riverside, CA 92501, for the purposes of determining whether the proposed Settlement is fair, adequate and reasonable and should be approved, whether to approve Class Counsel's applications for attorneys' fees and costs, whether to approve the proposed payment to the LWDA, and whether to approve Plaintiff's request for an Enhancement Award. This hearing may be continued or rescheduled by the Court. Objectors to the proposed settlement will be provided notice in the event that the Final Approval Hearing is continued to a later date. Class Members who support the proposed Settlement do not need to appear at the hearing and do not need to take any other action to indicate their approval. Class Members who object to the proposed Settlement are not required to attend the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

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

This notice is only a summary. For more detailed information, you may review the Settlement Agreement,

containing the complete terms of the proposed Settlement, which is on file with the Court and attached to the Declaration of **NAME** in Support of Motion for Preliminary Approval of Class Action Settlement filed on **DATE** and available to be inspected at any time during regular business hours at the Clerk's Office, Superior Court for the State of California, County of Riverside, 4050 Main St, Riverside, CA 92501. You may also review the pleadings, records, and other papers on file in this lawsuit at the Clerk's Office or online at <https://epublic-access.riverside.courts.ca.gov/public-portal/>. To access the case file, click on "Case Number Search," then create a free online account, then type in the case number (CVRI2401980) where requested, and click "Search." You may also email Class Counsel and request a copy of the Settlement Agreement.

DO NOT TELEPHONE THE COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT

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

Class Counsel	Administrator
David Yeremian, Esq. <i>d.yeremian@d.law</i> Alvin B. Lindsay <i>a.lindsay@d.law</i> D.LAW, INC. 450 N Brand Blvd, Suite 840 Glendale, CA 91203 Tel: (818) 962-6465	Name Mailing Address Telephone Number

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

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

11. WHAT IF I CHANGE MY ADDRESS?

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

REQUEST FOR EXCLUSION FORM

Gonzalez v. The Annenberg Foundation Trust at Sunnylands
(Riverside County Superior Court, Case No. CVRI2401980)

[NAME]

[ADDRESS LINE 1]

[ADDRESS LINE 2]

DO YOU WANT TO PARTICIPATE IN THE SETTLEMENT AND RECEIVE A SETTLEMENT CHECK? (check the box that applies)

☐

YES: STOP HERE -- DO NOT RETURN THIS FORM. NO FURTHER ACTION IS NEEDED TO PARTICIPATE IN THE SETTLEMENT.

☐

NO: SIGN, DATE AND RETURN THIS FORM TO EXCLUDE YOURSELF FROM THE SETTLEMENT.

DEFENDANT WILL NOT RETALIATE AGAINST YOU FOR PARTICIPATING OR NOT PARTICIPATING IN THIS SETTLEMENT.

By signing below, I am excluding myself from the Settlement:

By signing below, I represent that I do NOT want to participate in the settlement in *Gonzalez v. The Annenberg Foundation Trust at Sunnylands* (Riverside Superior Court Case No. CVRI2401980). I understand by excluding myself that I will no longer be a Class Member, and I will not receive an Individual Class Payment. I further understand that I cannot opt-out of the PAGA portion of the Settlement, and that if I qualify as an Aggrieved Employee (see first page of the Notice), I will receive an Individual PAGA Payment and will have no right to pursue the Released PAGA Claims even if I exclude myself.

Signed on _____, 2025

[NAME]

MAIL TO THE ADMINISTRATOR, BY U.S. MAIL, POSTMARKED NO LATER THAN [INSERT DEADLINE]:

Administrator:

Name

Mailing Address

Telephone Number

OBJECTION FORM

Gonzalez v. The Annenberg Foundation Trust at Sunnylands
(Riverside County Superior Court, Case No. CVRI2401980)

[NAME]

[ADDRESS LINE 1]

[ADDRESS LINE 2]

DO YOU OBJECT TO THE SETTLEMENT? (check the box that applies)

☐

NO: STOP HERE -- DO NOT RETURN THIS FORM

☐

YES: COMPLETE THE REVERSE SIDE AND RETURN THIS FORM

The Court will consider your objection at the Final Approval Hearing if you submit a timely and valid written statement of objection. Any objection should describe the nature of and basis for the objection, and any other information that you would like the Court to consider.

I OBJECT to the Settlement in the case of *Gonzalez et al. v. The Annenberg Foundation Trust at Sunnylands* (Riverside Superior Court Case No. CVRI2401980) on the following grounds (if additional space is necessary, please include additional sheets of paper):

Signed on _____, 2025

[NAME]

MAIL TO THE ADMINISTRATOR, BY U.S. MAIL, POSTMARKED NO LATER THAN [INSERT DEADLINE]:

Administrator:

Name

Mailing Address

Telephone Number

EXHIBIT 2