



FILED

San Francisco County Superior Court

DEC 26 2025

CLERK OF THE COURT

BY: Edmund J. [Signature] Deputy Clerk

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO

NELIA FUMERA and JOSEFINA GAPUZ, on
behalf of themselves and other similarly situated
non-exempted former and current employees,

Plaintiffs,

v.

LBC MUNDIAL CORPORATION, a California
Corporation; and DOES 1 through 100,
Inclusive,

Defendant.

Case No. CGC-23-608960

ORDER GRANTING PLAINTIFF'S
MOTION FOR FINAL APPROVAL AND
ATTORNEY'S FEES, COSTS, AND
SERVICE AWARD

Before the court is an unopposed motion by plaintiffs Nelia Fumera and Josefina Gapuz (plaintiffs) for final approval of the settlement of putative class and PAGA claims reached with defendant LBC Mundial Corporation (defendant) and their accompanying unopposed motion for an award of attorney's fees, reimbursement of litigation expenses, and service awards. The motion came on for hearing on December 22, 2025, at 10:00 a.m. in Department 613, the Honorable Jeffrey S. Ross presiding. David Lavi (E & L, LLP) appeared for plaintiff. Brandon J. Sweeney (The Sweeney Law Firm) and Peggy J. Reali (United Employees Law Group) appeared for plaintiffs Nelia Fumera and Josefina Gapuz. Renee K. Corona (Gordon & Rees, Scully & Mansukhani) appeared for defendant. No class members or aggrieved employees submitted advance written objections or otherwise appeared at the hearing. The original gross settlement amount was \$475,000.00 based on an estimate of 21,00 workweeks during the Class Period. However, the actual total number of workweeks reported for the Class was 24,350,

1 triggering the escalator clause and resulting in a revised total gross settlement amount of \$503,273.81. IT
2 IS HEREBY ORDERED that the court GRANTS the motion for final approval of the Class Action and
3 Private Attorneys General Act ("PAGA") Settlement Agreement) attached hereto as **Exhibit A** ("the
4 Settlement Agreement"), awards \$167,757.94 in attorney's fees, \$130.76 in costs, and a service award of
5 \$6,000 for each named plaintiff. A compliance hearing is reserved for **April 27, 2026, at 11:30 a.m.** with
6 a compliance statement that includes an accounting of funds and disbursements due no later than **April**
7 **20, 2026.** IT IS FURTHER ORDERED:

- 8 1. Except as otherwise specified here, the court adopts and incorporates by reference the terms
9 and definitions of the settlement agreement.
- 10 2. The following Settlement Class is certified for settlement purposes: all current and former non-
11 exempt employees who were employed by Defendant within the State of California at any time
12 from September 11, 2019, through November 17, 2024. (Settlement Agreement, ¶¶ 1.5, 1.9.)
- 13 3. The following Aggrieved Employees class is certified for settlement purposes: "all individuals
14 currently or formerly employed by Defendant as non-exempt, hourly-paid employees in
15 California who were employed by Defendant in California from July 8, 2022, through the date
16 of preliminary approval, which was June 26, 2025. (Settlement Agreement, ¶¶ 1.4, 1.35, Order
17 Granting Preliminary Approval)
- 18 4. The court finds that the Settlement Class meets the requirements for certification under Code
19 of Civil Procedure section 382 because: (1) the proposed Settlement Class is numerous and
20 ascertainable; (2) there are predominant common questions of law or fact; (3) plaintiff's claims
21 are typical of the claims of the members of the proposed Settlement Class; and (4) a class
22 action is superior to other methods to efficiently adjudicate this controversy.
- 23 5. No class members objected, opted out or requested exclusion.
- 24 6. The notice (attached hereto as **Exhibit B**) and plan of distribution approved by this court met
25 the requirements of due process and constituted the best notice practicable under the
26 circumstances. As set forth in the declaration of Madley Nava, Apex Class Action Settlement
27 Administration ("Apex") distributed notice in compliance with this court's preliminary
28

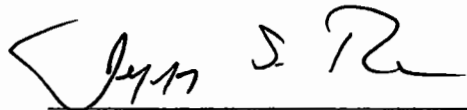
1 approval order and the Settlement Agreement. The court finds the administration process to
2 date was adequate and comported with due process.

- 3 7. The court hereby approves payment of administration expenses to Apex in the amount of
4 \$5,000.00. Apex shall continue to serve as settlement administrator and shall, *inter alia*,
5 disburse payments in accordance with the terms of the Settlement Agreement and this final
6 approval order.
- 7 8. The court has considered the *Dunk/Kullar factors* and the circumstances surrounding the
8 settlement and finally approves the settlement as a fair, adequate, and reasonable settlement.
- 9 9. For settlement purposes only, Nelia Fumera and Josefina Gapuz are appointed as class
10 representatives.
- 11 10. Fumera and Gapuz each requests a service award of \$7,500, but the court finds that the
12 evidence is insufficient to justify a service award in that amount, based on the limited evidence
13 presented, considering the pertinent criteria (*Cellphone Termination Fee Cases* (20100 186
14 Cal.App.4th 1380, 1394-95), and average settlement payment for class members. The court
15 approves a service award in the amount of \$6,000 for Fumera and \$6,000 for Gapuz.
- 16 11. For settlement purposes only, The Sweeney Law Firm, United Employees Law Group, and
17 Law Office of Jonathan Moon are appointed as Class Counsel.
- 18 12. Counsel seeks fees in the amount of \$167,757.94 representing 33% of the settlement
19 agreement due to the implementation of the escalator clause which increased the settlement
20 from \$475,000 to \$503,273.81. The court conducted a lodestar cross check and finds the
21 requested fees reasonable. An award of attorneys' fees will be allocated as follows: 50%
22 to The Sweeney Law Firm; 33.33% to the United Employers Law Group; and 16.67% to Law
23 Office of Jonathan L. Moon. In making this award, the court considered the following factors:
24 (1) the results obtained by Class Counsel in this case; (2) the risks and legal issues involved in
25 this case; (3) the fee's contingency upon success; (4) the range of awards made in similar cases
26 and (5) the time spent and work performed in litigating the case.
- 27 13. The court authorizes reimbursement of class counsels' litigation expenses in the amount of
28

1 \$130.76 to United Employees Law Group consisting of filing and mailing fees. The court
2 notes that Sweeney Law Firm requested \$16,423.73. However, the Sweeney Law Firm
3 informed the court that it would not submit a supplemental declaration with supporting
4 invoices. The court does not grant any litigation costs to The Sweeney Law Firm.

- 5 14. The Court reserves a compliance hearing for **April 27, 2026, at 11:30 a.m.** No later than
6 **April 20, 2026**, the parties shall submit a compliance statement setting forth disbursements
7 made, a summary accounting, the number and value of any uncashed settlement checks, and
8 any other matters the parties need to bring to the court's attention. The compliance statement
9 must be accompanied by a declaration from a representative of Apex.
- 10 15. Class Counsel shall serve this order and the judgment upon the LWDA within 5 court days.
- 11 16. Pursuant to Code of Civil Procedure section 664.6, and Rule 3.769(h) of the California Rules
12 of Court—and without impacting the finality of this order—the court retains jurisdiction over
13 plaintiffs, all members of the Settlement Class, and defendant for the purpose of supervising
14 the implementation, enforcement, construction, administration, and interpretation of the
15 Settlement Agreement and this order.

16
17 Dated: December 26, 2025



JEFFREY S. ROSS
Judge of the Superior Court

EXHIBIT A

THE SWEENEY LAW FIRM

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[Additional counsel on following pages]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

NELIA FUMERA and JOSEFINA GAPUZ
on behalf of themselves and other similarly
situated non-exempt former and current
employees,

Plaintiffs,

vs.

LBC MUNDIAL CORPORATION, a
California Corporation; and DOES 1 through
100, Inclusive,

Defendants.

Case No.: CGC-23-608960

*[Assigned for all purposes to the Honorable
Anne-Christine Massullo, Dept. 613]*

**CLASS ACTION AND PRIVATE
ATTORNEYS GENERAL ACT ("PAGA")
SETTLEMENT AGREEMENT**

Complaint Filed: September 11, 2023

Trial Date: TBD

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And all other similarly situated non-exempt former and current employees*

**CLASS ACTION AND PRIVATE ATTORNEYS GENERAL ACT ("PAGA")
SETTLEMENT AGREEMENT**

This Class Action and PAGA Settlement Agreement ("Agreement") is made by and between plaintiffs Nelia Fumera ("Fumera") and Josefina Gapuz ("Gapuz") (collectively referred to as, "Plaintiffs") and defendant LBC Mundial Corporation ("Defendant"). The Agreement refers to Plaintiffs and Defendant collectively as "Parties," or individually as "Party."

1. DEFINITIONS

1.1. "Action" means the matters of *Fumera, Nelia, et al. v. LBC Mundial Corporation*, San Francisco County Superior Court, Case No. CGC-23-608960.

1.2. "Administrator" means APEX Class Action Settlement Administration, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4. "Aggrieved Employee" means all individuals currently or formerly employed by Defendant as non-exempt, hourly-paid employees in California who worked during the PAGA Period.

1.5. "Class" means all individuals currently or formerly employed by Defendant in California as non-exempt, hourly-paid employees during the Class Period.

1.6. "Class Counsel" means Brandon J. Sweeney of the Sweeney Law Firm and Jonathan J. Moon of The Law Office of Jonathan J. Moon.

1.7. "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment" means the amounts Class Counsel will be paid from the Gross Settlement Amount as payment for reasonable attorneys' fees and statutorily recoverable costs, respectively, incurred to prosecute the Action.

1.8. "Class Data" means each Class Member's name, last-known mailing address, Social Security number, number of workweeks and PAGA workweeks.

1.9. "Class Member" or "Settlement Class Member" means a member of the Class, as

1 either a Participating Class Member or Non-Participating Class Member (including a Non-
2 Participating Class Member who qualifies as an Aggrieved Employee).

3 **1.10.** "Class Member Address Search" means the Administrator's investigation and
4 search for current Class Member mailing addresses using all reasonably available sources, methods
5 and means including, but not limited to, the National Change of Address database, skip traces, and
6 direct contact by the Administrator with Class Members.

7 **1.11.** "Class Notice" means the Court-approved Notice of Class Action Settlement and
8 Hearing Date for Final Court Approval, in substantially the same form as that attached as Exhibit
9 A hereto.

10 **1.12.** "Class Workweek" means every five (5) shifts worked by a Class Member during
11 the Class Period.

12 **1.13.** "Class Period" means the period from September 11, 2019 through November 17,
13 2024, unless modified pursuant to Section 8 of this Agreement.

14 **1.14.** "Class Representatives" means the named Plaintiffs in the Operative Complaint in
15 the Action seeking Court approval to serve as Class Representatives.

16 **1.15.** "Class Representative Service Payment" means the amount the Class
17 Representative will be paid from the Gross Settlement Amount for initiating the Action and
18 providing services in support of the Action.

19 **1.16.** "Court" means the Superior Court of California, County of San Francisco.

20 **1.17.** "Defendant" means Defendant LBC Mundial Corporation.

21 **1.18.** "Defense Counsel" means Linda M. Moroney, Linh T. Hua and Renee K. Corona
22 of Gordon Rees Scully Mansukhani.

23 **1.19.** "Effective Date" means the date by when both of the following have occurred: (a)
24 the Court enters a Judgment in accordance with the Final Approval; and (b) the Judgment is final.
25 The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class
26 Members object to the Settlement, the day the Court enters Judgment; (b) if one or more
27 Participating Class Members object to the Settlement, the day after the deadline for filing a notice
28 of appeal from the Judgment; or, (c) if a timely appeal from the Judgment is filed, the day after the

1 appellate court affirms the Judgment and issues a remittitur.

2 **1.20.** “Final Approval” means the Court’s order granting final approval of the Settlement.

3 **1.21.** “Final Approval Hearing” means the Court’s hearing on the Motion for Final
4 Approval of the Settlement.

5 **1.22.** “Final Judgment” means the Judgment Entered by the Court upon Granting Final
6 Approval of the Settlement.

7 **1.23.** “Gross Settlement Amount” means \$475,000.00 which is the total amount
8 Defendant agrees to pay under the Settlement, subject to (voluntary) increase as provided in
9 Section 8 of this Agreement. The Gross Settlement Amount will be used to pay Individual Class
10 Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment,
11 Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and the
12 Administration Expenses Payment.

13 **1.24.** “Individual Class Payment” means a Participating Class Member’s pro rata share
14 of the Net Settlement Amount calculated according to the number of Workweeks worked by the
15 Participating Class Member.

16 **1.25.** “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of
17 25% of the PAGA Penalties calculated according to the number of PAGA Workweeks worked by
18 the Aggrieved Employee.

19 **1.26.** “Judgment” means the judgment entered by the Court based upon the Final
20 Approval.

21 **1.27.** “LWDA” means the California Labor and Workforce Development Agency.

22 **1.28.** “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the
23 LWDA under Labor Code §2699, subd. (i).

24 **1.29.** “Net Settlement Amount” means the Gross Settlement Amount, less the following
25 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA
26 Payment, Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel
27 Litigation Expenses Payment, and the Administration Expenses Payment.

28 **1.30.** “Non-Participating Class Member” means any Class Member who opts out of the

Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.31. “Notice Packet” means the Class Notice (Exhibit A).

1.32. “Operative Complaint” means the First Amended Complaint filed by Plaintiffs on November 13, 2024.

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

1.34. “PAGA Pay Period” means any pay period during which an Aggrieved Employee was employed directly by Defendant during the PAGA Period and received payment for wages for work performed for that pay period.

1.35. “PAGA Period” means the period from July 8, 2022, through the date the Court grants Preliminary Approval of the Settlement.

1.36. “PAGA Notice” means Plaintiff Josefina Gapuz’s May 25, 2024 letter to Defendant and the LWDA providing notice pursuant to Labor Code §2699.3, subd. (a).

1.37. “PAGA Penalties” means the \$20,000.00 allocated by the Parties to the settlement of claims arising under PAGA, to be paid from the Gross Settlement Amount and allocated 25% (\$5,000.00) to the Aggrieved Employees as Individual PAGA Payments and 75% (\$15,000.00) to the LWDA as the LWDA PAGA Payment. If the Court approves PAGA Penalties of less than this amount, the Administrator shall allocate the remainder to the Net Settlement Amount.

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

1.39. “Plaintiffs” means Nelia Fumera and Josefina Gapuz, the named plaintiffs in the action.

1.40. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

1.41. “Released Class Claims” means the Released Claims being released as described in Paragraph 5.3 below, which do not arise and/or are not assertable under PAGA.

1.42. “Released PAGA Claims” means the Released Claims being released as described in Paragraph 5.3 below that arise and/or are assertable under PAGA.

1.43. “Released Parties” means: Defendant together with its present and former parents,

1 subsidiaries, affiliated entities, commonly owned or controlled entities, its present and former
2 owners, board members, officers, directors, trustees, shareholders, members, partners, employees,
3 agents, insurers, attorneys, representatives, heirs, executors, administrators, successors and assigns,
4 franchisors, and any individual or entity to whom liability for the claims released by Plaintiffs is
5 or may be asserted or assigned pursuant to Labor Code §558.1, or on a joint-employer, alter-ego,
6 third-party beneficiary, or other vicarious liability theory.

7 **1.44.** “Request for Exclusion” means a Class Member’s submission of a written request
8 to be excluded from the Class Settlement signed by the Class Member.

9 **1.45.** “Response Deadline” means 45 days after the Administrator mails Notice to Class
10 Members (plus an additional 14 days for Class Members whose Notice Packets are resent by the
11 Administrator after being returned as undeliverable), and shall be the last date on which Class
12 Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email,
13 or mail his or her Objection to the Settlement.

14 **1.46.** “Settlement” means the disposition of the Action effected by this Agreement and
15 the Judgment.

16 **2. RECITALS**

17 **2.1.** On September 11, 2023, Plaintiffs commenced this Action by filing a complaint
18 alleging causes of action for (1) failure to provide meal periods, (2) failure to provide rest periods,
19 (3) failure to pay overtime wages, (4) failure to timely provide wage during employment, (5)
20 failure to pay all wages due to discharged and quitting employees, (6) failure to maintain required
21 records, (7) failure to furnish accurate itemized statements, and (8) unfair business practices under
22 California Business and Professions Code Section 17200 *et seq.* On November 13, 2024, Plaintiffs
23 filed a first amended complaint adding a ninth cause of action for penalties pursuant to California
24 Labor Code Section 2698 *et seq.* (“PAGA”). Defendant denies the allegations in the Operative
25 Complaint, denies any failure to comply with the law, and denies any liability for the claims alleged
26 in the operative complaint and first amended complaint.

27 **2.2.** Pursuant to Labor Code §2699.3, subd. (a), Plaintiff Josefina Gapuz gave timely
28 written notice to Defendant and the LWDA by sending the PAGA Notice.

1 **2.3.** On September 18, 2024, the Parties participated in an all-day mediation presided
2 over by Gig Kyriacou, Esq., which resulted in a settlement of the Action.

3 **2.4.** Prior to mediation, Plaintiffs obtained, through informal discovery, the number of
4 Class Members, the number of Aggrieved Employees, the number of workweeks during the class
5 period, the number of pay period for the PAGA period, average rates of pay for all employees, a
6 sampling of Defendant's time records, a sampling of Defendant's payroll records, Defendant's
7 written policies and procedures, and other information related to Plaintiffs and Defendant.
8 Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v.*
9 *Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.*
10 (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

11 **2.5.** The Parties, Class Counsel, and Defense Counsel represent that they are not aware
12 of any other pending matter or action asserting claims that will be extinguished or affected by the
13 Settlement Agreement.

14 **2.6.** The Court has not granted class certification.

15 **3. MONETARY TERMS**

16 **3.1. Gross Settlement Amount.** Except as otherwise provided by Section 8 below,
17 Defendant agrees to pay \$475,000.00 and no more as the Gross Settlement Amount and to
18 separately pay any and all employer payroll taxes owed on the Wage Portion of the Individual
19 Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll
20 taxes) prior to the deadline stated in Section 4.1.3 of this Agreement. The Administrator will
21 disburse the entire Gross Settlement Amount without asking or requiring Participating Class
22 Members or Aggrieved Employees to submit any claim as a condition of payment. None of the
23 Gross Settlement Amount will revert to Defendant.

24 **3.2. Payments from the Gross Settlement Amount.** The Administrator will make and
25 deduct the following payments from the Gross Settlement Amount, in the amounts specified by
26 the Court in the Final Approval:

27 **3.2.1. To Plaintiffs:** Class Representative Service Payments to the Class Representatives
28 of not more than \$7,500.00 for each Class Representative (in addition to any Individual Class

Payment and any Individual PAGA Payment the Class Representatives are entitled to receive as a Participating Class Member and Aggrieved Employee). Defendant will not oppose Plaintiffs' request for Class Representative Service Payments that do not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves Class Representative Service Payments less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for taxes owed on the Class Representative Service Payments and agree to hold Defendant harmless, and indemnify Defendant, from any dispute or controversy regarding any division, sharing, or taxation of any of these payments.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than one-third, which is currently estimated to be \$156,750.00 and a Class Counsel Litigation Expenses Payment of not more than \$20,000.00. Defendant will not oppose requests for these payments provided that do not exceed these amounts and the Class Counsel Litigation Expenses Payment claimed are recoverable under statute. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will retain the remainder in the Net Settlement Amount. Defendant and Released Parties shall have no liability to Class Counsel or any other Class Member's counsel arising from any claim to any attorneys' fees or costs, aside from the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, which shall be paid from the Gross Settlement Amount. The Administrator will pay the Class Counsel Fees Payment and Class Counsel 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 agrees to hold Defendant harmless, and indemnify Defendant, from any dispute or controversy regarding any division, sharing, or taxation of any of these payments.

1 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed
2 \$5,000.00 except for a showing of good cause and as approved by the Court. To the extent the
3 Administration Expenses are less than \$5,000.00, or the Court approves payment less than
4 \$5,000.00 the Administrator will retain the remainder in the Net Settlement Amount.

5 3.2.4. To Each Participating Class Member: An Individual Workweek calculated
6 by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all
7 Participating Class Members during the Class Period and (b) multiplying the result by each
8 Participating Class Member's Class Workweeks.

9 3.2.4.1. Tax Allocation of Individual Class Payments. 10% of each Participating
10 Class Member's Individual Class Payment will be allocated to settlement of wage claims (the
11 "Wage Portion"). The Wage Portions of Individual Class Payments are subject to tax withholding
12 and will be reported on an IRS W-2 Form. 90% of each Participating Class Member's Individual
13 Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage
14 Portion"). The Non-Wage Portion of Individual Class Payments are not subject to wage
15 withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full
16 responsibility and liability for any employee-side payroll taxes owed on their Individual Class
17 Payment.

18 3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual
19 Class Payments. Non-Participating Class Members will not receive any Individual Class Payments.
20 The Administrator will retain amounts equal to their Individual Class Payments in the Net
21 Settlement Amount for distribution to Participating Class Members on a pro rata basis.

22 3.2.5. To the LWDA: \$15,000.00, the amount of the LWDA's 75% share of PAGA
23 Penalties.

24 3.2.6. To Each Aggrieved Employee: An Individual PAGA Payment calculated
25 by (a) dividing \$5,000.00 (the amount of the Aggrieved Employees 25% share of PAGA Penalties)
26 by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA
27 Period and (b) multiplying the result by each Aggrieved Employees' PAGA Pay Periods.

28 3.2.6.1. Tax Allocation of Individual PAGA Payments. 100% of each Aggrieved

Employees' Individual PAGA Payment will be allocated to settlement of claims for penalties and are not subject to wage withholdings and will be reported on IRS 1099 Forms. Aggrieved Employees assume full responsibility and liability for any employee-side payroll taxes owed on their Individual PAGA Payment.

3.2.6.2. Effect of Non-Participating Class Members on Calculation of Individual PAGA Payments. Aggrieved Employees may not opt out of the Released PAGA Claims. Non-Participating Class Members will receive an Individual PAGA Payment to the extent they also qualify as an Aggrieved Employee. A Class Member's status as a Non-Participating Class Member shall, therefore, have no effect on his/her entitlement to Individual PAGA Payment nor shall such status change the Administrator's calculation of Individual PAGA Payments.

4. CLASS INFORMATION, SETTLEMENT FUNDING AND PAYMENTS.

4.1.1. Class Size. Based on a review of its records through the date of mediation, Defendant estimates there are approximately 150 Class Members who collectively worked a total of 21,000 Workweeks.

4.1.2. Class Data. Not later than 30 days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.1.3. Funding of Gross Settlement Amount. Defendant shall fund the Gross Settlement Amount and fund the amounts necessary to fully pay Defendant's share of payroll taxes on the Wage Portion of the Individual Class Payments as calculated by the Administrator by transmitting

1 the Gross Settlement Amount and amounts necessary to fund Defendant's share of payroll taxes to
2 the Administrator, or as otherwise directed by the Administrator, no later than 30 days after the
3 Effective Date.

4 4.1.4. Payments from the Gross Settlement Amount. Within 15 days after Defendant
5 funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class
6 Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration
7 Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses
8 Payment, and the Class Representative Service Payments. Disbursement of the Class Counsel Fees
9 Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service
10 Payments shall not precede disbursement of Individual Class Payments and Individual PAGA
11 Payments.

12 4.1.5. 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, postage
14 prepaid. The face of each check shall prominently state the date (not less than 180 days after the
15 date of mailing) when the check will be voided. The Administrator will cancel all checks not
16 cashed by the void date. The Administrator will send checks for Individual Class Payments and
17 Individual PAGA Payments to all Participating Class Members and Aggrieved Employees
18 (including those for whom Notice Packet was returned undelivered). The Administrator may send
19 Participating Class Members and Aggrieved Employees a single check combining the Individual
20 Class Payment and the Individual PAGA Payment.

21 4.1.6. The Administrator must conduct a Class Member Address Search for all Class
22 Members whose checks are returned undelivered without USPS forwarding address. Within 7 days
23 of receiving a returned check the Administrator must re-mail checks to the USPS forwarding
24 address provided or to an address ascertained through the Class Member Address Search. The
25 Administrator need not take further steps to deliver checks to Class Members whose re-mailed
26 checks are returned as undelivered. The Administrator shall promptly send a replacement check to
27 any Class Member whose original check was lost or misplaced, as requested by the Class Member
28 prior to the void date.

1 4.1.7. For any Class Member whose Individual Class Payment check or Individual
2 PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall
3 transmit the funds represented by such checks to the California State Controller's Office –
4 Unclaimed Property Fund.

5 4.1.8. The payment of Individual Class Payments and Individual PAGA Payments
6 shall not obligate Defendant to confer any additional benefits or make any additional payments to
7 Class Members (such as 401(k) contributions, bonuses, vacation plans, sick leave plans, PTO plans,
8 regular rate of pay calculations, or other benefit plan) beyond those specified in this Agreement.

9 **5. RELEASES OF CLAIMS**

10 5.1 Effective Date of Release. The releases described herein shall take effect upon the
11 Effective Date, and shall cover the Class Period (for the Released Class Claims) and the PAGA
12 Period (for the Released PAGA Claims). However, such releases shall subsequently be invalidated
13 if, after the Effective Date, Defendant fails to fund the Gross Settlement Amount and employer-
14 side payroll taxes per the schedule set forth in this Agreement. Nonetheless, Defendant shall have
15 the right to enforce the releases set forth in this Agreement as to Plaintiffs, Participating Class
16 Members, Aggrieved Employees, and the LWDA, as applicable, without regard to their receipt of
17 an Individual Settlement Payment, Individual PAGA Payment, or the LWDA PAGA Payment,
18 and prior to fully funding the Gross Settlement Amount, so long as Defendant has complied with
19 the procedures set forth in this Agreement relating to the funding of the Gross Settlement Amount
20 (as set forth in Section 4.1.3 of this Agreement) as of the time it seeks to enforce a release. Further,
21 any claims released under this Agreement by Plaintiffs, Participating Class Members, Aggrieved
22 Employees, and the LWDA shall be deemed tolled for statute of limitations purposes between the
23 Effective Date and Defendant's deadline to fund the Gross Settlement Amount and employer-side
24 payroll taxes, such that if the releases set forth herein are subsequently invalidated after the
25 Effective Date due to Defendant's failure to fully fund the settlement, Plaintiffs', Participating
26 Class Members', Aggrieved Employees', and the LWDA's time to bring an action shall be
27 extended between the Effective Date and the date the settlement is invalidated (i.e., the date of
28 Defendant's failure to fund the Gross Settlement Amount).

Plaintiffs' Release. Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns, as of the Effective Date, generally release and discharge Defendant and Released Parties from all claims, transactions, or occurrences that occurred between or involving the parties through the date of Plaintiffs' execution of this Agreement ("Plaintiffs' Release"). Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time, or based on transactions or occurrences after the Class Period and/or PAGA Period, whichever date is further into the future. Plaintiffs acknowledge that they may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them. Plaintiffs understand and agree that by signing this Agreement they give up any and all legal claims they have or may have against the Released Parties through their execution of this Agreement, expressly including claims under the ADEA. Plaintiffs are advised to consult with legal counsel regarding the waiver contained herein generally and specifically as to the waiver of claims under the ADEA. Plaintiffs understand and agree that they have been advised in writing of their right to consult with an attorney before signing this Agreement. Plaintiffs have twenty-one (21) days to consider this Agreement, although they may sign it at any time prior to the expiration of the twenty-one (21) days. Plaintiff Fumera and Plaintiff Gapuz may revoke this Agreement at any time during the seven (7) days after they sign the Agreement. This Agreement shall not become effective until the seven (7) day revocation period has passed.

5.2 Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of §1542 of the California Civil Code, which reads:

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

1 5.3 Release by Participating Class Members and Aggrieved Employees: All
2 Participating Class Members and all Aggrieved Employees (who shall not have the right to opt out
3 of the release of the Released PAGA Claims) shall be bound by a release, as of the Effective Date,
4 of all claims alleged in the Operative Complaint or any of Plaintiffs' PAGA Notice(s), or which
5 could have been alleged based on the facts alleged in the Operative Complaint or any of Plaintiffs'
6 PAGA Notice(s), and which arose during the Class Period and PAGA Period. Without limiting the
7 foregoing, Released Claims shall include any and all claims or causes of action regarding unpaid
8 wages, including but not limited to failure to pay minimum wages, straight time wages, overtime
9 compensation, double-time compensation, and interest; failure to timely pay regular and final
10 wages; failure to provide compliant meal, rest, and/or recovery periods; failure to pay premiums
11 at all or at the correct rate for any violation of meal, rest, and/or recovery period obligations; invalid
12 meal period waivers or on-duty meal period agreements; payment for all hours worked; wage
13 statements and paystubs, including wage statements and paystubs furnished or available in
14 physical, electronic, or other forms; failure to keep accurate records; unfair business practices
15 related thereto; and any and all related penalties, including recordkeeping penalties, wage
16 statement penalties, minimum wage penalties, waiting time penalties, and other statutory or civil
17 penalties associated with any of the foregoing. Further, such Released Claims shall include, but
18 are not limited to those claims arising under California Labor Code sections 201, 202, 203, 204,
19 204b, 206, 207, 208, 210, 218.5, 218.6, 221, 222, 223, 224, 225.5, 226, 226.3, 226.7, 246, subd.
20 (i), 248.5, 256, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802,
21 2698 et seq., and 2699 et seq., and/or those arising under the applicable Industrial Welfare
22 Commission Wage Order(s) (including but not limited to subsections 3, 4, 5, 7, 8, 9, 10, 11, 12,
23 18, and 20 of the applicable Wage Order(s), such as IWC Wage Order 9-2001 [including the
24 provisions of the California Code of Regulations codifying the applicable Wage Order(s)]),
25 California Business Professions Code §17200 et seq. (including, without limitation, §§17200
26 through 17208); California Civil Code sections 3287 and 3289; California Code of Civil Procedure
27 section 1021.5; all claimed or unclaimed compensatory, consequential, incidental, liquidated,
28 punitive and exemplary damages, penalties, restitution, interest, costs and attorneys' fees,

injunctive or equitable relief, and any other remedies available at law or equity, and other amounts recoverable under said claims under California law ("Released Claims").

5.4 Construction. The Parties intend that the releases be construed as broadly as possible. The release excludes the release of claims not permitted by law.

5.5 Resolution of Good Faith Dispute. The parties warrant and represent that the releases for Participating Class Members and Aggrieved Employees resolve, pursuant to Labor Code §§206 and 206.5, and applicable case law (including but not limited to *Chindarah v. Pick Up Stix, Inc.* (2009) 171 Cal.App.4th 796) a good faith dispute regarding any and all wages, if any, owed to Participating Class Members / Aggrieved Employees through their last day of employment with Defendant within the Class Period and PAGA Period.

6. MOTION FOR PRELIMINARY APPROVAL.

6.1 Plaintiffs' Responsibilities. Plaintiffs shall prepare and file a motion for preliminary approval ("Motion for Preliminary Approval"). Defendant shall not oppose the motion, to the extent it is consistent with this Agreement. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code §2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Notice Packet; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness and ability to serve as an administrator in this matter, including information related to its financial relationship with Class Counsel; (v) a signed declaration from Plaintiffs confirming their willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; and (vii) its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code §2699.3, subd. (a)), Operative Complaint (Labor Code §2699, subd. (l)(1)), this Agreement (Labor Code §2699, subd. (l)(2))).

1 6.2 Responsibilities of Counsel. Class Counsel is responsible for expeditiously
2 finalizing and filing the Motion for Preliminary Approval no later than 45 days after the full
3 execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary
4 Approval on which all counsel are available; and for appearing in Court to advocate in favor of
5 the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's
6 Preliminary Approval to the Administrator.

7 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
8 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
9 Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or
10 by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary
11 Approval or conditions Preliminary Approval on any material change to this Agreement, Class
12 Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting
13 in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the
14 Court's concerns. However, no Party shall be obligated to consent to any material change
15 (including but not limited to changes to the Gross Settlement Amount or the releases set forth
16 herein) in the Agreement, whether or not such material change is caused or requested by the Court.

17 7. **SETTLEMENT ADMINISTRATION**

18 7.1 Selection of Administrator. The Parties have jointly selected APEX Class Action
19 Settlement Administration ("APEX") to serve as the Administrator and verified that, as a condition
20 of appointment, APEX agrees to be bound by this Agreement and to perform, as a fiduciary, all
21 duties specified in this Agreement in exchange for the Administration Expenses Payment. The
22 Parties and their Counsel represent that they have no interest or relationship, financial or otherwise,
23 with the Administrator other than a professional relationship arising out of prior experiences
24 administering settlements.

25 7.2 Qualified Settlement Fund. The Administrator shall establish a settlement fund that
26 meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation
27 section 468B-1.

28 7.3 Notice to Class Members.

1 7.3.1 No later than three (3) business days after receipt of the Class Data, the
2 Administrator shall notify Class Counsel that the list has been received and
3 state the number of Class Members, Aggrieved Employees, Class
4 Workweeks, and PAGA Workweeks in the Class Data.

5 7.3.2 Using best efforts to perform as soon as possible, and in no event later than
6 30 days after receiving the Class Data, the Administrator will send to all Class Members
7 identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Notice
8 Packet substantially in the forms attached to this Agreement as Exhibits A. The Class Notice shall
9 prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA
10 Payment payable to the Class Member and/or Aggrieved Employee, and the number of Class
11 Workweeks and PAGA Workweeks (if applicable) used to calculate these amounts.

12 7.3.3 Not later than 3 business days after the Administrator's receipt of any
13 Notice Packet returned by the USPS as undelivered, the Administrator shall
14 re-mail the Notice Packet using any forwarding address provided by the
15 USPS. If the USPS does not provide a forwarding address, the
16 Administrator shall conduct a Class Member Address Search, and re-mail
17 the Notice Packet to the most current address obtained. The Administrator
18 has no obligation to make further attempts to locate or send Notice Packet
19 to Class Members whose Notice Packet is returned by the USPS a second
20 time.

21 7.3.4 The deadlines for Class Members' written objections, challenges to Class
22 Workweeks and/or PAGA Workweeks (disputes), and Requests for
23 Exclusion will be extended an additional 14 days beyond the 45 days
24 otherwise provided in the Class Notice for all Class Members whose notice
25 is re-mailed. The Administrator will inform the Class Member of the
26 extended deadline with the re-mailed Notice Packet.

27 7.3.5 If the Administrator, Defendant, or Class Counsel is contacted by or
28 otherwise discovers any persons who believe they should have been

1 included in the Class Data and should have received the Notice Packet, the
2 Parties will expeditiously meet and confer in person or by telephone, and in
3 good faith. in an effort to agree on whether to include them as Class
4 Members. If the Parties agree, such persons will be Class Members entitled
5 to the same rights as other Class Members, and the Administrator will send
6 a Notice Packet requiring them to exercise options under this Agreement
7 within the timeframes applicable to Class Members whose Notice Packet is
8 re-mailed by the Administrator.

9 7.4 Requests for Exclusion (Opt-Outs).

10 7.4.1 Class Members who wish to exclude themselves (opt-out of) the Class
11 Settlement must send the Administrator, by fax, email, or mail, a signed
12 written Request for Exclusion not later than the Response Deadline. A
13 Request for Exclusion is a letter from a Class Member or his/her
14 representative that reasonably communicates the Class Member's election
15 to be excluded from the Settlement and includes the Class Member's name,
16 address and email address or telephone number. To be valid, a Request for
17 Exclusion must be timely faxed, emailed, or postmarked by the Response
18 Deadline.

19 7.4.2 The Administrator may not reject a Request for Exclusion as invalid
20 because it fails to contain all the information specified in the Class Notice.
21 The Administrator shall accept any Request for Exclusion as valid if the
22 Administrator can reasonably ascertain the identity of the person as a Class
23 Member and the Class Member's desire to be excluded. The
24 Administrator's determination shall be final and not appealable or otherwise
25 susceptible to challenge. If the Administrator has reason to question the
26 authenticity of a Request for Exclusion, the Administrator may demand
27 additional proof of the Class Member's identity. The Administrator's
28 determination of authenticity shall be final and not appealable or otherwise

1 susceptible to challenge.

2 7.4.3 Every Class Member who does not submit a timely and valid Request for
3 Exclusion is deemed to be a Participating Class Member under this
4 Agreement, entitled to all benefits and bound by all terms and conditions of
5 the Settlement, including the Participating Class Members' releases under
6 Section 5.3 of this Agreement, regardless of whether the Participating Class
7 Member actually receives the Notice Packet, an Individual Class Payment,
8 objects to the Settlement, or disputes the Workweeks set forth in the Class
9 Notice.

10 7.4.4 Every Class Member who submits a valid and timely Request for Exclusion
11 is a Non-Participating Class Member and shall not receive an Individual
12 Class Payment or have the right to object to the class action components of
13 the Settlement.

14 7.4.5 All Aggrieved Employees are entitled to all benefits and bound by all terms
15 and conditions of the Settlement as they pertain to PAGA claims, including
16 the Aggrieved Employees' releases under Section 5.3 of this Agreement,
17 regardless of whether the Aggrieved Employee actually receives the Notice
18 Packet, an Individual PAGA Payment, objects to the Settlement, or disputes
19 the Workweeks set forth in the Class Notice.

20 7.5 Challenges to Calculation of Workweeks. Each Class Member shall have until the
21 Response Deadline to challenge the number of Class Workweeks and PAGA Pay
22 Periods (if any) allocated to the Class Member in the Class Notice. The Class
23 Member may challenge the allocation by communicating with the Administrator
24 via fax, email, or mail. The Administrator must encourage the challenging Class
25 Member to submit supporting documentation. In the absence of any contrary
26 documentation, the Administrator is entitled to presume that the Class Workweeks
27 and PAGA Pay Periods contained in the Class Data are correct. The Administrator's
28 determination of each Class Member's allocation of Class Workweeks and/or

PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Class Workweeks and/or PAGA Pay Periods and the Administrator's determination as to such challenges to Defense Counsel and Class Counsel, except that any information provided to Class Counsel in relation to pay period disputes shall not contain any personal identifying information (e.g., names and contact information) of the Class Members.

7.6 Objections to Settlement.

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

7.6.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than the Response Deadline.

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

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

7.7.1 Email Address, Fax Number, and Toll-Free Number. The Administrator will establish and maintain and use an email address, fax number, and a toll-free telephone number to receive Class Member emails, faxes, and calls.

7.7.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review Requests for Exclusion to ascertain their validity. Not

1 later than 5 days after the expiration of the deadline for submitting Requests
2 for Exclusion, the Administrator shall email a list to Defense Counsel
3 containing (a) the names and other identifying information of Class
4 Members who have timely submitted valid Requests for Exclusion
5 (“Exclusion List”); (b) the names and other identifying information of Class
6 Members who have submitted invalid Requests for Exclusion; and, (c)
7 copies of all Requests for Exclusion documentation submitted (whether
8 valid or invalid). Upon request, the Administrator may provide summary
9 information regarding the information described in this section to Class
10 Counsel, but shall not provide any personal identifying information (e.g.,
11 names and contact information) to Class Counsel.

12 7.7.3 Weekly Reports. The Administrator must, on a weekly basis, provide
13 written reports to Class Counsel and Defense Counsel that, among other
14 things, tally the number of: Notice Packets mailed or re-mailed, Notice
15 Packets returned undelivered, Requests for Exclusion (whether valid or
16 invalid) received, objections received, challenges to Class Workweeks
17 and/or PAGA Pay Periods received and/or resolved, and checks mailed for
18 Individual Class Payments and Individual PAGA Payments (“Weekly
19 Report”). The Weekly Reports must include the Administrator’s assessment
20 of the validity of Requests for Exclusion and attach copies of all Requests
21 for Exclusion and objections received, except that any information provided
22 to Class Counsel shall not contain any personal identifying information (e.g.,
23 names and contact information) of the Class Members.

24 7.7.4 Class Pay Period and/or PAGA Pay Period Challenges. The Administrator
25 has the authority to address and make final decisions consistent with the
26 terms of this Agreement on all Class Member challenges regarding the
27 calculation of Class Workweeks and/or PAGA Pay Periods. The
28 Administrator’s decision shall be final and not appealable or otherwise

1 susceptible to challenge.

2 7.7.5 Administrator's Declaration. Not later than 21 days before the date by
3 which Plaintiffs are required to file the Motion for Final Approval of the
4 Settlement, the Administrator will provide to Class Counsel and Defense
5 Counsel, a signed declaration suitable for filing in Court attesting to its due
6 diligence and compliance with its obligations under this Agreement,
7 including, but not limited to, its mailing of the Notice Packets, the Notice
8 Packets returned as undelivered, the re-mailing of Notice Packets, attempts
9 to locate Class Members, the total number of Requests for Exclusion it
10 received (both valid or invalid), and the number of written objections
11 received. The Administrator shall provide along with such declaration the
12 Exclusion List with all personal identifying information (e.g., names and
13 contact information) redacted. The Administrator will supplement its
14 declaration as needed or requested by the Parties and/or the Court. Class
15 Counsel is responsible for filing the Administrator's declaration(s) in Court.

16 7.7.6 Final Report by Administrator. Within 14 days after the Administrator
17 disburses the Gross Settlement Amount, the Administrator will provide
18 Class Counsel and Defense Counsel with a final report detailing its
19 disbursements. All personal identifying information (e.g., names and
20 contact information) shall be redacted from the report. At least 15 days
21 before any deadline set by the Court, the Administrator will prepare, and
22 submit to Class Counsel and Defense Counsel, a signed declaration suitable
23 for filing in Court attesting to its disbursement of all payments required
24 under this Agreement. Class Counsel is responsible for filing the
25 Administrator's declaration in Court.

26 8. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE. The Parties estimate the
27 Class consists of 21,00 Workweeks during the Class Period. However, should the number of Class
28 Workweeks increase by 10% during the Class Period, Defendant shall increase the GSA on a pro-

1 rata basis equal to the percentage increase in the number of Workweeks worked by the Class
2 Members above 10% (i.e., if the number of Workweeks increase by 11% to 23,100 Workweeks,
3 the GSA will increase by 1%). However, Defendant may, at its sole discretion, adjust the length
4 of the Class Period to maintain a Workweek count that is no more than 23,100 and avoid triggering
5 the increase of the GSA.

6 **9. DEFENDANT'S RIGHT TO WITHDRAW.** Defendant shall have the right at its sole
7 discretion to terminate the settlement if more than 5% of Class Members timely elect to opt out of
8 the settlement, as determined by the Administrator. If Defendant exercises its right under this
9 Section, Defendant shall be solely liable for administrative costs incurred by the Administrator.
10 Defendant must notify Class Counsel of its election to terminate the settlement within 21-days
11 after the Administrator sends the final Exclusion List to Defense Counsel. Termination of this
12 Agreement may be achieved by Defense Counsel providing written notice to Class Counsel of
13 Defendant's intent to terminate the settlement.

14 **10. MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared
15 Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement
16 that includes a request for approval of the PAGA settlement under Labor Code §2699, subd. (l), a
17 proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final
18 Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than
19 14 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will
20 expeditiously meet and confer in person or by telephone, and in good faith, to resolve any
21 disagreements concerning the Motion for Final Approval.

22 **10.1 Response to Objections.** Each Party retains the right to respond to any objection
23 raised by a Participating Class Member, including the right to file responsive documents in Court
24 no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted
25 by the Court.

26 **10.2 Duty to Cooperate.** If the Court does not grant Final Approval or conditions Final
27 Approval on any material change to the Agreement (including, but not limited to, the scope of
28 releases or changes to the Gross Settlement Amount), the Parties shall expeditiously work together

1 in good faith to address the Court's concerns and endeavor to revise the Agreement as necessary
2 to obtain Final Approval. The Court's decision to award less than the amounts requested for the
3 Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation
4 Expenses Payment and/or Administrator Expenses Payment shall not constitute a material
5 modification to the Agreement within the meaning of this section. No party shall be obligated to
6 consent to any material change in the Agreement, whether or not such material change is caused
7 or requested by the Court.

8 10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment,
9 the Court will retain jurisdiction over the Parties, the Action, and the Settlement solely for purposes
10 of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters,
11 and (iii) addressing such post-Judgment matters as are permitted by law.

12 10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
13 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class
14 Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their
15 respective counsel, and all Participating Class Members who did not object to the Settlement as
16 provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to
17 post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for
18 new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of
19 the right to oppose such motions, writs or appeals.

20 10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
21 reviewing appellate court vacates, reverses, or modifies the Judgment in a manner that requires a
22 material modification of this Agreement (including, but not limited to, the scope of releases or
23 changes to the Gross Settlement Amount), this Agreement shall be null and void. The Parties shall
24 nevertheless expeditiously work together in good faith to address the appellate court's concerns
25 and to obtain Final Approval and entry of Judgment, and any additional administration expenses
26 reasonably incurred after remittitur shall be paid from the Gross Settlement Amount/ An appellate
27 decision to vacate, reverse, or modify the Court's award of the Class Representative Service
28 Payments, the Class Counsel Fees Payment, and/or the Class Counsel Litigation Expenses

1 Payment shall not constitute a material modification of the Judgment within the meaning of this
2 section, as long as the Gross Settlement Amount remains unchanged. However, no party shall be
3 obligated to consent to any material change in the Agreement, whether or not such material change
4 is caused or requested by the reviewing Court.

5 **11. AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil
6 Procedure §384, the Parties will work together in good faith to jointly submit a proposed amended
7 judgment.

8 **12. ADDITIONAL PROVISIONS.**

9 12.1 Additional Attorneys' Fees and Costs. Plaintiffs and Defendant, and each of them,
10 waive any and all claims for fees, costs, indemnity or contribution against Plaintiffs, any Class
11 Member, Plaintiffs' Counsel, Defendant, or Defendant's Counsel in the Action, other than as
12 provided herein.

13 12.2 No Admission of Liability, Class Certification or Representative Manageability for
14 Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims.
15 Nothing in this Agreement is intended or should be construed as an admission by Defendant that
16 any of the allegations in the Operative Complaint have merit or that Defendant has any liability
17 for any claims asserted. Nor shall this Agreement be intended or construed as an admission by
18 Plaintiffs that Defendant's defenses in the Action have merit. The Parties agree that class
19 certification and representative treatment is for purposes of this Settlement only. If, for any reason
20 the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves
21 the right to contest certification of any class for any reasons, Defendant reserves all available
22 defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification
23 on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and
24 Parties' willingness to settle the Action will have no bearing on, and will not be admissible in
25 connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and
26 this Agreement).

27 12.3 Confidentiality.

28 12.3.1 Plaintiffs, Class Counsel, Defendant, and Defense Counsel separately agree

that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; (5) in response to an inquiry or subpoena issued by a state or federal government agency; or, (6) to Class Members for purposes of informing them about this Settlement and its procedures. Thereafter, Class Counsel further agrees to keep this Settlement confidential. Class Counsel shall not disclose this Settlement to current or former employees of Defendant, to the media, or on any websites, blogs, social media, and/or online platforms. Exceptions to Class Counsel's obligation of confidentiality are (i) disclosures necessary to comply with the law, judicial processes, or for financial planning or tax preparation purposes; (ii) to the extent needed to enforce this Agreement; (iii) disclosures to a court for purposes of describing its qualifications as counsel; or, (iv) to Class Members for purposes of informing them about this Settlement and its procedures. Each Party agrees to immediately notify the other Party of any judicial or agency order, inquiry, or subpoena seeking such information.

12.4 No Solicitation. The Parties agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this section shall be construed to restrict the Parties or their respective counsel's ability to communicate with Class Members for purposes of informing them about this Settlement and its procedures.

1 12.5 Integrated Agreement. Upon execution by all Parties and their counsel, this
2 Agreement together with its attached exhibits shall constitute the entire agreement between the
3 Parties relating to the Settlement, superseding any and all oral representations, warranties,
4 covenants, or inducements made to or by any Party.

5 12.6 Cooperation. The Parties and their counsel will cooperate with each other and use
6 their best efforts, in good faith, to implement the Settlement. In the event the Parties are unable to
7 agree upon the form or content of any document necessary to implement the Settlement, or on any
8 modification of the Agreement that may become necessary to implement the Settlement, the
9 Parties will seek the assistance of their mediator and/or the Court for resolution. Nothing in this
10 section shall be construed as obligating the Parties to consent to any material change in the
11 Agreement, whether or not such material change is caused or requested by the Court or the
12 reviewing Court.

13 12.7 No Prior Assignments. The Parties separately represent and warrant that they have
14 not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
15 encumber to any person or entity any portion of any liability, claim, demand, action, cause of
16 action, or right released and discharged by the Party in this Settlement.

17 12.8 No Tax Advice. Plaintiffs, Class Counsel, Defendant, and Defense Counsel are not
18 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
19 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part
20 10, as amended) or otherwise.

21 12.9 Modification of Agreement. This Agreement, and all parts of it, may be amended,
22 modified, changed, or waived only by an express written instrument signed by all Parties, and
23 approved by the Court.

24 12.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure
25 to the benefit of, the successors of each of the Parties.

26 12.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will
27 be governed by and interpreted according to the internal laws of the state of California, without
28 regard to conflict of law principles.

12.12 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.

12.13 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.

12.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to California Evidence Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Effective Date, Class Counsel shall destroy all paper and electronic versions of Class Data received from Defendant unless, prior to the Effective Date, Defendant makes a written request to Class Counsel for the return, rather than the destruction, of Class Data.

12.15 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only.

12.16 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 holiday, such date or deadline shall be on the first business day thereafter.

12.17 Notice. All written notices, demands or other communications between the Parties in connection with this Agreement shall be addressed as follows: To Plaintiffs:

Brandon J. Sweeney, Esq.
THE SWEENEY LAW FIRM, APC
22647 Ventura Blvd., Ste. 603
Woodland Hills, CA 91364
Telephone: (818) 415-4965
Email: bsweeney@thesweeneylawfirm.com

Jonathan J. Moon, Esq.
THE LAW OFFICE OF JONATHAN J. MOON

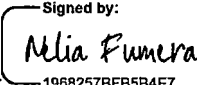
18000 Studebaker Road, Suite 700
Cerritos, CA 90703
Telephone: (213) 867-1908
Email: jmoon@jmoonlaw.com

To Defendant:
Linda M. Moroney
Linh T. Hua
Renee K. Corona
GORDON REES SCULLY MANSUKHANI, LLP
315 Pacific Avenue San Francisco, CA 94111
Telephone: (415) 986-5900
Email: lmoroney@grsm.com
Email: lhua@grsm.com
Email: rcorona@grsm.com

12.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

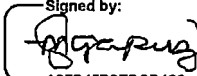
Dated: 2/20/2025

NELIA FUMERA

By:  Signed by:
Nelía Fumera
1968257BFB5B4E7...

Dated: 2/20/2025

JOSEFINA GAPUZ

By:  Signed by:
Josefina Gapuz
A6FB45B3EBCD426...

Dated: March 6, 2025 | 3:26 PM PST

LBC MUNDIAL CORPORATION

Name: Hugo Bonilla

By: DocuSigned by:
Hugo Bonilla
4178773A81D34AB...

Approved as to Form Only

Dated: 2/19/2025

LAW OFFICE OF JONATHAN J. MOON

By: DocuSigned by:
Jonathan J. Moon
3FE9A0B6274C4B1...

Attorneys for Plaintiff

Dated: 2/19/2025

THE SWEENEY LAW FIRM, APC

By: DocuSigned by:
Brandon J Sweeney
21275BBA1FAD473...

Brandon J. Sweeney, Esq.

Attorneys for Plaintiff

Dated: February 27, 2025 | 11:11 AM PST

**GORDON REES SCULLY
MANSUKHANI, LLP**

By: Signed by:
Renee Corona
A3E44E09C7324B5...

Linda M. Moroney, Esq.
Linh T. Hua, Esq.
Renee K. Corona, Esq.
Attorneys for Defendant, LBC MUNDIAL
CORPORATION, a California Corporation

EXHIBIT B

Fumera, et al. v. LBC Mundial Corporation, et al.
c/o Apex Class Action LLC
PO Box 54668
Irvine, CA 92619

«Intelligent_Mail_barcode_»

Apex ID: «Apex_ID» «Tray_PC»

«First_Name» «Last_Name»

«Address_1»

«City»; «State» «Zip»

«D

NOTICE OF CLASS ACTION SETTLEMENT

Fumera, et al. v. LBC Mundial Corporation, et al.

PLEASE READ THIS NOTICE CAREFULLY.

You have received this Notice because LBC Mundial Corporation's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced matter.

You do not need to take any action to receive a settlement payment and, unless you request to be excluded from the settlement, your legal rights may be affected.

This Notice is designed to advise you of your rights and options with respect to the settlement.

By order of the Superior Court of California for the County of San Francisco (the "Court" or "San Francisco Superior Court"), you are notified that: preliminary approval of a class action settlement reached between Nelia Fumera and Josefina Gapuz ("Plaintiffs") and Defendant LBC Mundial Corporation ("Defendant"), was granted on **June 26, 2025**, in the case entitled *Fumera, et al. v. LBC Mundial Corporation, et al.*, San Francisco Superior Court Case No. CGC-23-608960, which may affect your legal rights.

If you are a Class Member, you need not take any action to receive a settlement payment, but you have the opportunity to request exclusion from the settlement (in which case you will not receive payment under the settlement), object to the settlement, and/or dispute the workweeks credited to you, if you so choose, as explained more fully in Section III below.

I. IMPORTANT DEFINITIONS

"**Action**" means the matter of *Fumera v. LBC Mundial Corporation*, San Francisco Superior Court, Case No. CGC-23-608960 filed on September 11, 2023.

"**Aggrieved Employee**" means all individuals currently or formerly employed by Defendant in California and classified as a non-exempt, hourly-paid employee who worked during the PAGA Period.

"**Class**" means all individuals currently or formerly employed by Defendant in California and classified as a non-exempt, hourly-paid employee who worked during the Class Period.

"**Class Member**" means a member of the Class.

"**Class Period**" means the period from September 11, 2019, through November 17, 2024.

"**Defendant**" means Defendant LBC Mundial Corporation.

"**PAGA Period**" means the period from July 8, 2022 through the June 26, 2025.

II. BACKGROUND OF THE ACTION

On September 11, 2023, Plaintiffs Nelia Fumera and Josefina Gapuz commenced a class action suit against Defendant by filing their complaint in San Francisco Superior Court, Case No. CGC-23-608960. On November 13, 2024, Plaintiffs filed a First Amended Complaint adding a Ninth Cause of Action for penalties pursuant to the Private Attorneys General Act ("PAGA").

Plaintiffs alleged that Defendant violated the California Labor Code and California Business and Professions Code with respect to themselves and the Class Members by, among other things, failing to properly pay for all hours worked, including minimum and overtime wages, failing to provide legally-compliant meal and rest periods or premium pay in lieu thereof, failing to provide accurate wage statements, and waiting time penalties.

Collectively, Plaintiffs seek, among other things, recovery of unpaid wages and meal and rest period premiums, restitution, declaratory relief, penalties, interest, and attorneys' fees and costs.

Defendant denies all of the allegations in the Action or that it violated any law, and contends that it, at all times, fully complied with all applicable federal, state, and local laws. Defendant has entered into the settlement described in this notice for the purpose of avoiding further expense associated with defending the lawsuit and interruptions to its business.

Plaintiffs and Defendant participated in one full-day mediation session with a respected wage and hour class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into the Joint Stipulation of Class Action and PAGA Settlement and Release ("Settlement" or "Settlement Agreement").

On **June 26, 2025**, the Court entered an order preliminarily approving the Settlement. The Court has appointed APEX Class Action Settlement Administration as the administrator of the settlement ("Settlement Administrator"), Plaintiffs as representatives of the Class ("Class

«N

«Tray_PC»

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Questions? Please call: 800-355-0700

Apex ID: «Apex_ID»

Representative”), and the following law firms as counsel for the Class (“Class Counsel”):

Brandon Sweeney
The Sweeney Law Firm, APC
22647 Ventura Blvd., Ste. 603
Woodland Hills, California 91364
Telephone: (818) 415-4965
Facsimile: (213) 814-2550
Email: bsweeney@thesweeneylawfirm.com

Jonathan J. Moon
LAW OFFICE OF JONATHAN J. MOON
18000 Studebaker Rd., Suite 700
Cerritos, CA 90703
Telephone: (213) 867-1908
Facsimile: (213) 402-6518
Email: jmoon@jmoonlaw.com

Peggy J. Real
UNITED EMPLOYEES LAW GROUP
8605 Santa Monica Blvd, # 63354
West Hollywood, CA 90069-4109
Phone: 562-256-1047
Fax: 562-256-1006
Email: preali@uelglaw.com

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiffs or to Class Members. 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 hearing.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total Gross Settlement Amount is Five Hundred Three Thousand Two Hundred Seventy-Three Dollars and Eighty-One Cents (\$503,273.81) (the “Gross Settlement Amount”). The portion of the Gross Settlement Amount that is available for payment to Class Members who do not timely and validly request exclusion from the settlement (“Participating Class Members”) is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to Court approval : (1) attorneys’ fees in the amount of up to \$167,757.94 and reimbursement of litigation costs and expenses in the amount not to exceed \$20,000.00 to Class Counsel (“Attorneys’ Fees and Costs”); (2) service awards to Plaintiffs Nelia Fumera and Josefina Gapuz in the amount of up to \$7,500.00 to each Plaintiff (“Service Payment”); (3) fees and expenses of administration of the Settlement to the Settlement Administrator in an amount not to exceed \$4,990.00 (“Settlement Administration Fees”); and (4) \$20,000.00, which sum is allocated by the Parties to resolve the PAGA claims.

Participating Class Members are entitled to receive payment under the settlement (“Individual Class Payment”) based on the number of workweeks they worked for Defendant during the Class Period. Participating Class Members’ Individual Class Payments were calculated by (a) dividing the Net Settlement Amount by the total number of workweeks worked by Class Members during the Class Period and (b) multiplying the result by each Participating Class Member’s individual number of workweeks worked during the Class Period.

Aggrieved Employees are entitled to receive payment under the settlement (“Individual PAGA Payment”) based on the number of workweeks they worked for Defendant during the PAGA Period. Aggrieved Employees’ Individual PAGA Payments were calculated by (a) dividing \$20,000.00 (the amount allocated to settlement of claims under PAGA that is distributable to Aggrieved Employees) by the total number of workweeks worked by Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee’s individual number of workweeks worked during the PAGA Period.

Each Individual Class Payment will be allocated as 10% to wages (which will be reported on an IRS Form W2 and subject to reduction for employee-side payroll taxes), 90% to penalties and interest (which will be reported on an IRS Form 1099). Each Individual PAGA Payment will be allocated as 100% to penalties (which will be reported on an IRS Form 1099).

If the Court grants final approval of the settlement, Individual Class Payments and Individual PAGA Payments will be mailed to Participating Class Members and Aggrieved Employees at the address that is on file with the Settlement Administrator. **If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure your receipt of payment that you may be entitled to.**

B. Your Workweeks Based on Defendant’s Records

According to Defendant’s payroll records, you worked _ workweeks during the Class Period and __ workweeks during the PAGA Period.

If you wish to dispute the workweeks credited to you, you may submit such dispute (a “Workweek Dispute”) in writing to the Settlement Administrator. To do so, you may utilize the Workweek Dispute form that is included with this notice and submit any supporting documentation you have. Alternatively, you must submit your dispute in writing that contains, at a minimum: (a) your full name address, and signature; (b) the case name and number of the Action (*Fumera, et al. v. LBC Mundial Corporation*, San Francisco Superior Court Case No. CGC-23-608960; (c) a clear statement indicating that you dispute the number of workweeks credited to you; and, (d) any documentation that supports your belief that you should be credited with a different number of workweeks. **If you wish to dispute the workweeks credited to you, you must mail your Workweek Dispute form or other documentation to the Settlement Administrator at the address listed in Section IV.B below by September 15, 2025.**

C. Your Estimated Individual Class Payment and Individual PAGA Payment

As explained above, your estimated Individual Class Payment is based on the number of workweeks credited to you during the Class Period.

Your Individual Class Payment is estimated to be \$«Est_Class_PMT».

Your Individual Class Payment may vary. The maximum recovery for a Class Member is approximately \$3,055.00 (for those Class Members who worked the most workweeks during the Class Period) and the minimum recovery for a Class Member is approximately \$0.00 (for those Class Members who worked the least workweeks during the Class Period).

Your Individual Class Payment is subject to reduction for employee’s share of taxes and withholdings with respect to the wages portion of the Individual Class Payment and will only be distributed if the Court approves the settlement and after the settlement goes into effect.

As explained above, your estimated Individual PAGA Payment is based on the number of workweeks credited to you during the PAGA Period.

Your Individual PAGA Payment is estimated to be \$«Est_PAGA_PMT».

Your Individual PAGA Payment may vary. The maximum recovery for an Aggrieved Employee is approximately \$55.75 (for those Aggrieved Employees who worked the most workweeks during the PAGA Period) and the minimum recovery for an Aggrieved Employee is approximately \$0.00 (for those Aggrieved Employees who worked the least workweeks during the PAGA Period).

Your Individual PAGA Payment is not subject to withholdings and will only be distributed if the Court approves the settlement and after the settlement goes into effect.

The settlement approval process may take several months. Your Individual Class Payment and Individual PAGA Payment reflected in this Notice is only an estimate. Your actual Individual Class Payment and Individual PAGA Payment may be higher or lower.

D. Released Claims

Upon the Effective Date, each of the Participating Class Members (including the Class Representatives) and Aggrieved Employees will be deemed to have, and by operation of the Judgment will have fully, finally, and forever released, relinquished and discharged Defendant and the Released Parties from any and all Released Claims.

“Released Claims” by the Participating Class Members includes, but are not limited to, all claims alleged in the Action or any of Plaintiffs’ PAGA Notice(s), or which could have been alleged based on the facts alleged in the Action or any of Plaintiffs’ PAGA Notice(s), and which arose during the Class Period and PAGA Period. Without limiting the foregoing, Released Claims shall include any and all claims or causes of action regarding unpaid wages, including but not limited to failure to pay minimum wages, straight time wages, overtime compensation, double-time compensation, and interest; failure to timely pay regular and final wages; failure to provide compliant meal, rest, and/or recovery periods; failure to pay premiums at all or at the correct rate for any violation of meal, rest, and/or recovery period obligations; invalid meal period waivers or on-duty meal period agreements; payment for all hours worked; wage statements and paystubs, including wage statements and paystubs furnished or available in physical, electronic, or other forms; failure to keep accurate records; unfair business practices related thereto; and any and all related penalties, including recordkeeping penalties, wage statement penalties, minimum wage penalties, waiting time penalties, and other statutory or civil penalties associated with any of the foregoing. Further, such Released Claims shall include, but are not limited to those claims arising under California Labor Code sections 201, 202, 203, 204, 204b, 206, 207, 208, 210, 218.5, 218.6, 221, 222, 223, 225.5, 226, 226.3, 226.7, 246, subd. (i), 248.5, 510, 512, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802, 2698 et seq., and 2699 et seq., and/or those arising under the applicable Industrial Welfare Commission Wage Order(s) (including but not limited to subsections 3, 4, 5, 7, 8, 9, 10, 11, 12, 18, and 20 of the applicable Wage Order(s), such as IWC Wage Order 5-2001 [including the provisions of the California Code of Regulations codifying the applicable Wage Order(s)]), California Business Professions Code §17200 et seq. (including, without limitation, §§17200 through 17208); California Civil Code sections 3287 and 3289; California Code of Civil Procedure section 1021.5; all claimed or unclaimed compensatory, consequential, incidental, liquidated, punitive and exemplary damages, penalties, restitution, interest, costs and attorneys’ fees, injunctive or equitable relief, and any other remedies available at law or equity, and other amounts recoverable under said claims under California law.

“Released Parties” includes Defendant together with its present and former parents, subsidiaries, affiliated entities, commonly owned or controlled entities, its present and former owners, board members, officers, directors, trustees, shareholders, members, partners, employees, agents, insurers, attorneys, representatives, heirs, executors, administrators, successors and assigns, and any individual or entity to whom liability for the Released Claims could be assigned pursuant to Labor Code §558.1, or on a joint-employer, alter-ego, or other vicarious liability theory.

E. Attorneys’ Fees and Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount of up to one-third of the Gross Settlement Sum (i.e., an amount of up to \$167,757.94) and reimbursement of litigation costs and expenses in an amount not to exceed Twenty Thousand Dollars (\$20,000.00), to be paid from the Gross Settlement Amount, subject to approval by the Court. Class Counsel has been prosecuting the Action on behalf of Plaintiffs and Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Service Payment to Plaintiffs

Plaintiffs will seek the amount of Seven Thousand Five Hundred Dollars (\$7,500.00) each as a Service Payment in recognition of their services in connection with the Action and in exchange for general releases of claims by Plaintiffs in favor of Defendant and Released Parties. The Service Payment will be paid from the Gross Settlement Amount subject to approval by the Court, and if awarded, it will be paid to Plaintiffs in addition to their Individual Class Payments and Individual PAGA Payments, if any, that they are entitled to under the settlement.

G. Settlement Administration Fees to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Four Thousand Nine Hundred Ninety Dollars and Zero Cents (\$4,990.00) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the settlement, processing Requests for Exclusion, Workweek Disputes, and objections, calculating Individual Class Payments and Individual PAGA Payments, and distributing payments and tax forms under the settlement, and shall be paid from the Gross Settlement Amount subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to receive money from the settlement, you do not have to do anything. You will automatically be issued your Individual Class Payment and Individual PAGA Payment, if any, unless you decide to exclude yourself from the settlement. Unless you elect to exclude yourself from the Settlement, you will be bound by the terms of the settlement and any judgment that may be entered by the Court based thereon, and

you will be deemed to have released the Released Claims against the Released Parties as described in Section III.D above. As a Class Member, you will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney's fees and expenses.

B. Request Exclusion from the Settlement

If you do not wish to participate in the settlement, you may seek exclusion from the settlement by submitting a written request to be excluded from the settlement ("Request for Exclusion") to the Settlement Administrator at the following address:

APEX Class Action, LLC
P.O. Box 54668
Irvine, CA 92618
Telephone: 800-355-0700
Facsimile: 949-989-4428

To do so, you may utilize the Request for Exclusion form that is included with this notice. Alternatively, you must submit your Request for Exclusion in writing that contains, at a minimum: (a) your full name, address, the last 4 digits of Social Security Number, and signature; (b) the case name and number of the Action (*Fumera, et al. v. LBC Mundial Corporation*, San Francisco Superior Court Case No. CGC-23-608960); and, (c) a clear statement indicating that you intend to be excluded from the settlement. **If you wish to exclude yourself from the settlement, you must mail your Request for Exclusion form or other documentation to the Settlement Administrator at the address listed in this Section by September 15, 2025.**

You are not entitled, under the law, to exclude yourself from the settlement of PAGA claims. To the extent you are entitled to an Individual PAGA Payment, you will still receive an Individual PAGA Payment despite submitting a request for exclusion, and you will be deemed to have released the Released Claims that arise under and/or are assertable under PAGA against the Released Parties as described in Section III.D above.

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be entitled to receive any Individual Class Payment, will not be bound by the settlement of non-PAGA claims (and the release of non-PAGA Released Claims stated in Section III.D above), and will not have any right to object to, appeal, or comment on the class settlement. Any Class Members who do not submit a timely and valid Request for Exclusion will be deemed Participating Class Members and will be bound by all terms of the settlement, including those pertaining to the release of Released Claims stated in Section III.D above, as well as any judgment that may be entered by the Court based thereon.

C. Object to the Settlement

You can object to the terms of the settlement as long as you have not submitted a Request for Exclusion. If you wish to object to the settlement, you may submit an objection in writing to the Settlement Administrator. To do so, you may utilize the Objection form that is included with this notice. Alternatively, you must submit your objection in writing that contains, at a minimum: (a) your full name, address, and signature; (b) the case name and number of the Action (*Fumera, et al. v. LBC Mundial Corporation*, San Francisco Superior Court Case No. CGC-23-608960); (c) all legal and factual bases for your objection to the Settlement; (d) a statement as to whether you intend to appear at the Final Approval Hearing; and, (e) a statement as to whether you are represented by counsel and, if so, your counsel's name, address, and phone number. **If you wish to object to the settlement, you must mail your Objection form or other documentation to the Settlement Administrator at the address listed in Section IV.B below by September 15, 2025. If you wish to object to the settlement, you may appear at the Final Approval Hearing to object without any prior notice.**

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 613 of San Francisco Superior Court at 400 McAllister St., San Francisco, California 94102, on **November 07, 2025, at 10:00 a.m.**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate and whether the attorneys' fees and costs to Class Counsel, Service Payment to Plaintiffs, and Settlement Administration Fees to the Settlement Administrator should be awarded.

The hearing may be continued without further notice to the Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to do so.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

You may view the Settlement Agreement and other court records in the Action at the San Francisco Superior Court Courthouse, located at 400 McAllister St., San Francisco, California 94102, during business hours. The Settlement Agreement can also be found on the San Francisco County Superior Court's website, sf.courts.ca.gov, by searching under Civil Case Information, Case No. CGC-23-608960 or Case Name *Fumera v. LBC Mundial Corporation* or downloading the Declaration of Brandon J. Sweeney in Support of Plaintiffs' Motion for Preliminary Approval, filed on June 26, 2025.

In the event a Class Member is unable to locate the Settlement Agreement on the San Francisco Superior Court website above, the Settlement Agreement can be either mailed or e-mailed to the Class Member if requested from the Settlement Administrator.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: 800-355-0700, OR YOU MAY ALSO CONTACT CLASS COUNSEL.

PAUNAWA NG PAG-AREGLO SA ISANG SAMA-SAMANG KASO

Fumera, atbp. Laban sa LBC Mundial Corporation, atbp.

MANGYARING BASAHIN NANG MABUTI ANG PAUNAWANG ITO.

Natanggap mo ang Paunawang ito dahil ipinapakita sa mga talaan ng LBC Mundial Corporation na maaari kang maging kuwalipikado upang lumahok sa pag-areglo ng sama-samang kaso na nabanggit sa itaas.

Hindi mo kailangang gumawa ng anumang hakbang upang makatanggap ng bayad mula sa pag-areglo, at maliban na lamang kung ikaw ay hihiling na maalis sa pag-areglo, maaaring maapektuhan ang iyong mga karapatang legal.

Ayon sa utos ng Mataas na Hukuman ng California para sa County ng San Francisco (ang “Hukuman” o “Mataas na Hukuman ng San Francisco”), ipinabatid sa iyo na: ang paunang pag-apruba sa pag-areglo ng isang sama-samang kaso sa pagitan nina Nelia Fumera at Josefina Gapuz (“Mga Nagsasakdal”) at ng LBC Mundial Corporation (“Nasasakdal”) ay ipinagkaloob noong **Hunyo 26, 2025**, sa kasong pinamagatang *Fumera, atbp. laban sa LBC Mundial Corporation, atbp.*, Mataas na Hukuman ng San Francisco, Kaso Blg. CGC-23-608960, na maaaring makaapekto sa iyong mga karapatang legal.

Kung isa kang Miyembro ng Klase, hindi mo na kailangang gumawa ng anumang hakbang upang makatanggap ng bayad mula sa pag-areglo, ngunit, mayroon kang pagkakataon na humiling na maalis sa pag-areglo (kung saan hindi ka makakatanggap ng bayad mula sa pag-areglo), tutulan ang pag-areglo, at/o kwesyunin ang bilang ng mga linggo ng trabaho na naitala sa iyo, kung nanaisin mo, gaya ng mas detalyadong ipinaliliwanag sa Seksyon III sa ibaba.

I. MAHAHALAGANG KAHULUGAN

Ang “**Aksyon**” ay tumutukoy sa kasong *Fumera laban sa LBC Mundial Corporation*, Mataas na Hukuman ng San Francisco, Kaso Blg. CGC-23-608960 na inihain noong Setyembre 11, 2023.

Ang “**Klase**” ay tumutukoy sa lahat ng indibidwal na kasalukuyan o dating empleyado ng Nasasakdal sa California at ikinategorya bilang hindi-exempt at tumatanggap ng sahod kada oras at nagtrabaho sa loob ng Panahon ng Class.

Ang “**Miyembro ng Klase**” ay ang miyembro ng Klase.

Ang “**Naapektuhang Empleyado**” ay tumutukoy sa lahat ng indibidwal na kasalukuyan o dating empleyado ng Nasasakdal sa California at ikinategorya bilang hindi-exempt at tumatanggap ng sahod kada oras at nagtrabaho sa loob ng Panahon ng PAGA.

Ang “**Nasasakdal**” ay tumutukoy sa Nasasakdal na ang Mundial Corporation.

Ang “**Panahon ng Klase**” ay tumutukoy sa panahon mula Setyembre 11, 2019, hanggang Nobyembre 17, 2024.

Ang “**Panahon ng PAGA**” ay tumutukoy sa panahon mula Hulyo 8, 2022 hanggang Hunyo 26, 2025.

II. KASAYSAYAN NG AKSYON

Noong Setyembre 11, 2023, sina Nagsasakdal Nelia Fumera at Josefina Gapuz ay nagsampa ng isang sama-samang kaso laban sa Nasasakdal sa pamamagitan ng paghahain ng kanilang reklamo sa Mataas na Hukuman ng San Francisco, Kaso Blg. CGC-23-608960. Noong Nobyembre 13, 2024, ang mga Nagsasakdal ay nagsumite ng Unang Binagong Reklamo kung saan nagdagdag sila ng Ikasiyam na Dahilan ng Aksyon para sa mga multa alinsunod sa Private Attorneys General Act (“PAGA”).

Inakusahan ng mga Nagsasakdal na nilabag ng Nasasakdal ang California Labor Code at California Business and Professions Code kaugnay ng kanilang sarili at ng mga Miyembro ng Klase sa pamamagitan ng, kabilang ang ngunit hindi limitado sa, hindi wastong pagbabayad para sa lahat ng oras na kanilang pinagtrabahuhan, kabilang ang minimum at overtime na sahod, hindi pagbibigay ng mga panahon ng pagkain at pahinga na alinsunod sa batas o kaukulang bayad bilang kapalit nito, hindi pagbibigay ng tamang pahayag ng sahod, at hindi pagbabayad ng mga multa sa oras ng paghihintay.

Sama-samang hinahangad ng mga Nagsasakdal, kabilang ang ngunit hindi limitado sa, ang pagbawi ng hindi nabayarang sahod at bayad para sa panahon ng pagkain at pahinga, restitusyon, deklaratoryong pagpapasya, mga multa, interes, at bayad para sa abogado at iba pang gastusin.

Itinatangi ng Nasasakdal ang lahat ng paratang sa Aksyon at ang anumang paglabag sa batas, at iginigiit na ito ay palaging sumunod sa lahat ng naaangkop na batas pederal, estado, at lokal. Pumasok ang Nasasakdal sa pag-areglo na inilalarawan sa paunawang ito upang maiwasan ang karagdagang gastusin kaugnay ng pagdepensa sa kaso at mga abala sa operasyon ng negosyo nito.

Ang mga Nagsasakdal at ang Nasasakdal ay lumahok sa isang buong araw ng pamamagitan kasama ang isang iginagalang na tagapamagitan na may espesyalisasyon sa mga kaso ng sama-samang kaso tungkol sa sahod at oras ng paggawa, bilang resulta nito, nagkasundo ang mga Partido sa isang pag-areglo. Simula noon, pumasok na ang mga Partido sa isang Pinagsamang Kasunduan sa Sama-samang Kaso at PAGA na Pag-areglo at Pagpapalaya (“Pag-areglo” o “Kasunduan sa Pag-areglo”).

Noong **Hunyo 26, 2025**, naglabas ng kautusan ang Hukuman na pansamantalang nagpapatibay sa Pag-areglo. Itinalaga ng Hukuman ang APEX Class Action Settlement Administration bilang tagapangasiwa ng pag-areglo (“Tagapangasiwa ng Pag-areglo”), ang mga Nagsasakdal bilang mga kinatawan ng Klase (“Kinatawan ng Klase”), at ang mga sumusunod na law firm bilang abogado ng Klase (“Abogado ng Klase”):

Brandon Sweeney
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Peggy J. Reali
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8605 Santa Monica Blvd, # 63354
West Hollywood, CA 90069-4109
Phone: 562-256-1047
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Email: preali@uelglaw.com

Kumakatawan ang pag-areglo sa isang kompromiso at kasunduan hinggil sa mga mahigpit na pinagtatalunang mga paghahabol. Wala sa nilalaman ng Pag-areglo ang nilalayong ipakahulugan o ipakahulugan na bilang pag-amin ng Nasasakdal na may merito ang mga paghahabol sa Aksyon o na may pananagutan ang Nasasakdal sa mga Nagsasakdal o sa mga Miyembro ng Klase. Napagpasiyahan lamang ng Hukuman na may sapat na ebidensiya na nagpapahiwatig na ang iminungkahing pag-areglo ay maaaring patas, sapat, at makatwiran, at ang anumang pinal na pagpapasya ukol dito ay gagawin sa pinal na pagdinig.

III. BUOD NG NAPAGKASUNDUANG PAG-AREGLO

A. Pormula ng Pag-areglo

Ang kabuuang Gross na Halaga ng Kasunduan ay Limang Daang Tatlong Libo Dalawang Daang Pitumpu't Tatlong Piso at Walumpu't Isang Sentimo (\$503,273.81) (ang "Gross na Halaga ng Kasunduan"). Ang bahagi ng Gross na Halaga ng Kasunduan na nakalaan para sa bayad sa mga Miyembro ng Klase na hindi naghain ng napapanahon at wastong kahilingan para maalís sa pag-areglo ("Mga Lumalahok na Miyembro ng Klase") ay tinutukoy bilang "Net na Halaga ng Kasunduan." Ang Net na Halaga ng Kasunduan ay ang Gross na Halaga ng Kasunduan bawas ang mga sumusunod na bayarin na kinakailangang aprubahan ng Hukuman: (1) mga bayad sa abogado na aabot ng hanggang \$167,757.94 at pag-reimburse ng mga gastos sa paglilitis at gastusin na hindi lalampas sa \$20,000.00 para sa Abogado ng Klase ("Mga Bayad at Gastusin sa Abogado"); (2) bayad para sa serbisyo para sa mga Nagsasakdal na sina Nelia Fumera at Josefina Gapuz na aabot ng hanggang \$7,500.00 bawat isa ("Bayad sa Serbisyo"); (3) bayarin at gastusin para sa administrasyon ng Pag-areglo sa Tagapangasiwa ng Kasunduan na hindi lalampas sa \$4,990.00 ("Mga Bayad sa Administrasyon ng Kasunduan"); at (4) \$20,000.00, na inilaan ng mga Partido upang tapusin ang mga paghahabol sa ilalim ng PAGA.

Ang mga Lumalahok na Miyembro ng Klase ay may karapatang tumanggap ng bayad mula sa kasunduan ("Indibidwal na Bayad sa Klase") batay sa dami ng linggo ng trabaho na kanilang pinagtrabahuhan para sa Nasasakdal sa loob ng Panahon ng Klase. Ang pagkalkula ng Indibidwal na Bayad sa Miyembro ng Klase ng mga Lumalahok na Miyembro ng Klase ay isinagawa sa pamamagitan ng (a) paghahati ng Net na Halaga ng Kasunduan sa kabuuang bilang ng linggo ng trabaho na pinagtrabahuhan ng lahat ng Miyembro ng Klase sa loob ng Panahon ng Klase, at (b) pag-multiply ng resulta sa indibidwal na bilang ng linggo ng trabaho ng bawat Lumalahok na Miyembro ng Klase sa loob ng Panahon ng Klase.

Ang mga Naapektuhang Empleyado ay may karapatang tumanggap ng bayad mula sa kasunduan (Indibidwal na Bayad sa PAGA) batay sa dami ng linggo ng trabaho na kanilang pinagtrabahuhan para sa Nasasakdal sa loob ng Panahon ng PAGA. Ang pagkalkula ng Indibidwal na Bayad sa PAGA ng mga Naapektuhang Empleyado ay isinagawa sa pamamagitan ng (a) paghahati ng \$20,000.00 (ang halagang inilaan para sa pag-areglo ng mga paghahabol sa ilalim ng PAGA na ipapamahagi sa mga Naapektuhang Empleyado) sa kabuuang bilang ng linggo ng trabaho na pinagtrabahuhan ng mga Naapektuhang Empleyado sa loob ng Panahon ng PAGA at (b) pag-multiply ng resulta sa indibidwal na bilang ng linggo ng trabaho ng bawat Naapektuhang Empleyado sa loob ng Panahon ng PAGA.

Ang bawat Indibidwal na Bayad sa Klase ay ilalaan kung saan 10% ay para sa mga sahod (na iuulat sa IRS Form W2 at babawasan ng kaukulang buwis para sa bahagi ng empleyado), at 90% ay para sa mga multa at interes (na iuulat sa IRS Form 1099). Ang bawat Indibidwal na Bayad sa PAGA ay ilalaan nang 100% para sa mga multa (na iuulat sa IRS Form 1099).

Kapag inaprubahan ng Hukuman ang pinal na pagpayag sa kasunduan, ang mga Indibidwal na Bayad sa Klase at mga Indibidwal na Bayad sa PAGA ay ipapadala sa koreo sa mga Lumalahok na Miyembro ng Klase at mga Naapektuhang Empleyado sa address na nasa talaan ng Tagapangasiwa ng Kasunduan. **Kung ang address kung saan ipinadala ang Paunawang ito ay hindi tama, o kung ikaw ay lilipat ng tirahan pagkatapos matanggap ang Paunawang ito, kinakailangan mong agad na ibigay ang iyong tamang address sa Tagapangasiwa ng Kasunduan upang matiyak na matatanggap mo ang anumang bayad na maaaring nakalaan para sa iyo.**

B. Ang Iyong Mga Linggo ng Trabaho Ayon sa Talaan ng Nasasakdal

Ayon sa talaan ng pasahod ng Nasasakdal, ikaw ay nagtrabaho ng «Class_Weeks» na linggo ng trabaho sa loob ng Panahon ng Klase at «PAGA_Weeks» na linggo ng trabaho sa loob ng Panahon ng PAGA.

Kung nais mong kwestyunin ang bilang ng linggo ng trabaho na naitala para sa iyo, maaari kang magsumite ng ganitong pagtutol (isang "Pagkakwestyon sa Linggo ng Trabaho") nang nakasulat sa Tagapangasiwa ng Kasunduan. Para gawin ito, maaari mong gamitin ang form para sa Pagkakwestyon sa Linggo ng Trabaho na nakalakip sa paunawang ito at magsumite ng anumang kaukulang dokumento na sumusuporta sa iyong pagtutol. Bilang alternatibo, dapat kang magsumite ng nakasulat na pagtutol na naglalaman ng, sa pinakamababa: (a) iyong buong pangalan, address, at lagda; (b) ang pangalan at numero ng kaso ng Aksyon (*Fumera, atbp. laban sa LBC Mundial Corporation*, Mataas na Hukuman ng San Francisco, Kaso Blg. CGC-23-608960); (c) isang malinaw na pahayag na nagsasaad kinukwestyon mo ang bilang ng linggo ng trabaho na naitala para sa iyo; at (d) anumang dokumentong sumusuporta sa iyong paniniwala na ikaw ay dapat bigyan ng ibang bilang ng linggo ng trabaho. **Kung nais mong kwestyunin ang bilang ng linggo ng trabaho na naitala para sa iyo, kinakailangan mong ipadala sa pamamagitan ng koreo ang iyong form ng Pagkakwestyon sa Linggo ng Trabaho o iba pang dokumentasyon sa Tagapangasiwa ng Kasunduan sa address na nakasaad sa Seksyon IV.B sa ibaba bago sumapit o sa Setyembre 15, 2025.**

C. Ang Inaasahang Indibidwal na Bayad sa Klase at Indibidwal na Bayad sa PAGA para sa Iyo

Gaya ng ipinaliwanag sa itaas, ang iyong inaasahang Indibidwal na Bayad sa Klase ay nakabatay sa bilang ng linggo ng trabaho na naitala para sa iyo sa loob ng Panahon ng Klase.

Ang Inaasahang Indibidwal na Bayad sa Klase para sa Iyo ay \$«Est_Class_PMT».

Maaaring magbago ang iyong Indibidwal na Bayad sa Klase. Ang tinatayang pinakamataas na matatanggap ng isang Miyembro ng Klase ay humigit-kumulang \$3,055.00 (para sa mga Miyembro ng Klase na may pinakamaraming linggo ng trabaho sa loob ng Panahon ng Klase) at ang tinatayang pinakamababang matatanggap ng isang Miyembro ng Klase ay humigit-kumulang \$0.00 (para sa mga Miyembro ng Klase na may pinakamakaunting linggo ng trabaho sa loob ng Panahon ng Klase).

Ang iyong Indibidwal na Bayad sa Klase ay maaaring bawasan para sa bahagi ng buwis at kaltas ng empleyado kaugnay ng bahagi ng sahod ng Indibidwal na Bayad sa Klase at ipapamahagi lamang ito kung aaprubahan ng Hukuman ang kasunduan at kapag ito ay ganap nang ipinatupad.

Gaya ng ipinaliwanag sa itaas, ang iyong inaasahang Indibidwal na Bayad sa PAGA ay nakabatay sa bilang ng linggo ng trabaho na naitala para sa iyo sa loob ng Panahon ng PAGA.

Ang Inaasahang Indibidwal na Bayad sa PAGA para sa Iyo ay \$«Est_PAGA_PMT».

Maaaring magbago ang iyong Indibidwal na Bayad sa PAGA. Ang tinatayang pinakamataas na matatanggap ng isang Naapektuhang Empleyado ay humigit-kumulang \$55.75 (para sa mga Naapektuhang Empleyado na may pinakamaraming linggo ng trabaho sa loob ng Panahon ng PAGA) at ang tinatayang pinakamababang matatanggap ng isang Naapektuhang Empleyado ay humigit-kumulang \$0.00 (para sa mga Naapektuhang Empleyado na may pinakamakaunting linggo ng trabaho sa loob ng Panahon ng PAGA).

Ang iyong Indibidwal na Bayad sa PAGA ay hindi sasailalim sa anumang kaltas at ipapamahagi lamang kung aaprubahan ng Hukuman ang kasunduan at kapag ito ay ganap nang ipinatupad.

Ang proseso ng pag-apruba ng kasunduan ay maaaring tumagal ng ilang buwan. Ang iyong Indibidwal na Bayad sa Klase at Indibidwal na Bayad sa PAGA na nakasaad sa Paunawang ito ay tantya lamang. Ang aktwal na halaga ng iyong Indibidwal na Bayad sa Klase at Indibidwal na Bayad sa PAGA ay maaaring mas mataas o mas mababa.

D. Mga Isinusukong Paghahabol

Pagsapit ng Petsa ng Pagkakaroon ng bisa, ang bawat Lumalahok na Miyembro ng Klase (kabilang ang mga Kinatawan ng Klase) at Naapektuhang Empleyado ay ituturing na, at sa bisa ng Hatol ay ganap, pinal, at habambuhay na nagpalaya, nagsuko, at nagbitiw ng anumang paghahabol laban sa Nasasakdal at sa mga Pinalayang Partido kaugnay ng lahat ng Mga Isinusukong Paghahabol.

Ang “Mga Isinusukong Paghahabol” ng mga Lumalahok na Miyembro ng Klase ay kinabibilangan ng, ngunit hindi limitado sa, lahat ng mga paghahabol na isinampa sa Aksyon o sa alinman sa (mga) Abiso ng PAGA ng mga Nagsasakdal, o mga paghahabol na maaaring naihan batay sa mga katotohanang nakasaad sa Aksyon o sa alinman sa (mga) Abiso ng PAGA ng mga Nagsasakdal, at mga paghahabol na lumitaw sa panahon ng Klase at Panahon ng PAGA. Nang hindi nililimitahan ang nabanggit, ang Mga Isinusukong Paghahabol ay kinabibilangan ng lahat ng paghahabol o sanhi ng aksyon na may kaugnayan sa hindi nabayaranang sahod, kabilang ngunit hindi limitado sa hindi pagbabayad ng minimum wage, straight time na sahod, bayad para sa overtime, bayad para sa double-time, at interes; hindi agarang pagbabayad ng regular at huling sahod; hindi pagbibigay ng wastong panahon ng pagkain, pahinga, at/o pag-recover; hindi pagbabayad ng tamang premium o anumang premium para sa mga paglabag sa panahon ng pagkain, pahinga, at/o pag-recover; mga walang-bisang waiver ng panahon ng pagkain o mga kasunduan sa panahon ng pagkain habang nagtatrabaho; hindi pagbabayad para sa lahat ng oras na pinagtrabahuhan; mga wage statement at paystub, kabilang ang mga wage statement at paystub na ibinigay o inilabas sa pisikal, electronic, o iba pang anyo; hindi maayos na pagtatala ng rekord; hindi makatarungang gawi sa negosyo kaugnay nito; at lahat ng kaugnay na multa, kabilang ang mga multa sa pagtatago ng rekord, multa para sa wage statement, multa para sa minimum wage, multa para sa panahon ng paghihintay, at iba pang multa sa ilalim ng batas o sibil kaugnay ng mga nabanggit. Dagdag pa rito, ang Mga Isinusukong Paghahabol ay kinabibilangan ngunit hindi limitado sa mga paghahabol na nagmula sa ilalim ng mga sumusunod na batas: Batas sa Paggawa ng California seksyon 201, 202, 203, 204, 204b, 206, 207, 208, 210, 218.5, 218.6, 221, 222, 223, 225.5, 226, 226.3, 226.7, 246, subd. (i), 248.5, 510, 512, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802, 2698 et seq., at 2699 et seq.; at/o mga paghahabol sa ilalim ng (mga) naaangkop na Industrial Welfare Commission Wage Order (kabilang ngunit hindi limitado sa subseksyon 3, 4, 5, 7, 8, 9, 10, 11, 12, 18, at 20 ng (mga) naaangkop na Wage Order, gaya ng IWC Wage Order 5-2001 [kabilang ang mga probisyon ng Mga Batas sa Regulasyon ng California na nagkakodigo ng mga nabanggit na (mga) Wage Order]), California Business and Professions Code §17200 et seq. (kabilang, ngunit hindi limitado sa, §§17200 hanggang 17208); sections 3287 at 3289; Seksyon 1021.5 ng Kodigo ng Pamamaraan Sibil ng California; lahat ng inaangkin o hindi inaangking bayad-pinsala, danyos na nagmumula sa resulta, danyos na nagkataon lamang, mga liquidated na pinsala, punitive at exemplary na mga pinsala, mga multa, restitution, interes, gastos at bayad para sa abogado, injunctive o equitable relief, at anumang iba pang remedyo na maaaring makuha sa batas o equity, at iba pang halagang maaaring makuha sa ilalim ng mga naturang paghahabol ayon sa batas ng California.

Ang “Mga Pinalayang Partido” ay tumutukoy sa Nasasakdal kasama ang kasalukuyan at dating mga magulang na kompanya, mga subsidiary, kaugnay na entidad, kompanyang may iisang may-ari o nasa ilalim ng iisang pamamahala, kasalukuyan at dating may-ari, kasapi ng lupon, opisyal, direktor, tagapangasiwa, shareholder, miyembro, kasosyo, empleyado, ahente, tagapagbigay ng insurance, abogado, kinatawan, tagapagmana, tagapagpatupad, tagapangasiwa, kahalili, at mga itinalaga, at anumang indibidwal o entidad kung kanino maaaring italaga ang pananagutan para sa Mga Isinusukong Paghahabol alinsunod sa Batas sa Paggawa §558.1, o batay sa teorya ng joint-employer, alter-ego, o iba pang uri ng vicarious liability.

E., Mga Bayad at Gastusin para sa Abogado ng Klase

Hihilingin ng Abogado ng Klase ang bayad sa serbisyo ng abogado na aabot sa hanggang isang-katlo ng Gross na Halaga ng Kasunduan (ibig sabihin, hanggang \$167,757.94) at pag-reimburse ng mga gastusin at iba pang kaugnay na gastos sa paglilitis na hindi lalampas sa Dalawanpung Libong Dolyar (\$20,000.00), na babayaran mula sa Gross na Halaga ng Kasunduan, at sasailalim sa pag-apruba ng Hukuman. Isinulong ng Abogado ng Klase ang Aksyon sa ngalan ng mga Nagsasakdal at mga Miyembro ng Klase sa ilalim ng contingency fee basis (ibig sabihin, walang natatanggap na kabayaran hanggang sa kasalukuyan) at siya rin ang gumastos para sa lahat ng kaugnay na gastusin at bayarin sa paglilitis.

F. Bayad para sa Serbisyo sa mga Nagsasakdal

Hihilingin ng mga Nagsasakdal ang Pitong Libo at Limang Daang Dolyar (\$7,500.00) bawat isa bilang Bayad para sa Serbisyo bilang pagkilala sa kanilang naging mga serbisyo kaugnay ng Aksyon at kapalit ng kanilang pangkalahatang pagsuko ng mga paghahabol pabor sa Nasasakdal at sa mga Pinalayang Partido. Ang Bayad para sa Serbisyo ay babayaran mula sa Gross na Halaga ng Kasunduan, na sasailalim sa pag-apruba ng Hukuman, at kung ito ay aprubahan, ito ay ibabayad sa mga Nagsasakdal bukod pa sa kanilang mga Indibidwal na Bayad para sa Klase at mga Indibidwal na Bayad para sa PAGA, kung mayroon man, na kanilang karapat-dapat matanggap sa ilalim ng kasunduan.

G. Bayad sa Pamamahala ng Kasunduan para sa Tagapamahala ng Kasunduan

Ang bayad sa Tagapamahala ng Kasunduan ay tinatayang hindi lalampas sa Apat na Libo Siyam na Raan Siyamnapung Dolyar at Zero Sentimos (\$4,990.00) para sa mga gastusin kaugnay ng proseso ng abiso at pamamahala ng kasunduan, kabilang ngunit hindi limitado sa gastusin para sa pagbibigay-abiso sa mga Miyembro ng Klase hinggil sa kasunduan, pagproseso ng mga Kahilingan Para Hindi Maisama, Pagtutol sa bilang ng mga Linggo ng Trabaho, at mga pagtutol, pagkalkula ng mga Indibidwal na Bayad para sa Klase at mga Indibidwal na Bayad para sa PAGA, at pamamahagi ng mga bayad at mga form ng buwis alinsunod sa kasunduan, at babayaran mula sa Gross na Halaga ng Kasunduan na sasailalim sa pag-apruba ng Hukuman.

IV. ANO ANG IYONG MGA KARAPATAN AT MGA PAGPIPIILIAN BILANG ISANG MIYEMBRO NG KLASSE?

A. Lumahok sa Kasunduan

Kung gusto mong makatanggap ng per amula sa kasunduan, wala kang kailangang gawin. Awtomatiko kang makatanggap ng iyong Indibidwal na Bayad para sa Klase at Indibidwal na Bayad para sa PAGA, kung mayroon man, maliban na lamang kung pipiliin mong huwag isali ang iyong sarili sa kasunduan. Maliban kung pipiliin mong huwag isali ang iyong sarili sa Kasunduan, ikaw ay sasailalim sa mga tuntunin ng kasunduan at sa anumang hatol na maaaring ipalabas ng Hukuman batay dito, at ituturing na isinuko mo na ang mga Isinusukong Paghahabol laban sa mga Pinalayang Partido gaya ng nakasaad sa Seksyon III.D sa itaas. Bilang isang Miyembro ng Klase, hindi ka hiwalay na pananagutin para sa pagbabayad ng mga bayad sa abogado o ng mga gastusin at bayad sa paglilitis, maliban kung kukuha ka ng sarili mong abogado, kung saan ikaw ang mananagot sa sariling bayad at gastusin ng iyong abogado.

B. Humiling na Huwag Isali ang Sarili sa Kasunduan

Kung ayaw mong lumahok sa kasunduan, maaari kang humiling na maalis sa kasunduan sa pamamagitan ng pagsusumite ng nakasulat na kahilingan para maalis sa kasunduan ("Kahilingan Para Hindi Maisama") sa Tagapamahala ng Kasunduan sa sumusunod na address:

APEX Class Action, LLC
P.O. Box 54668
Irvine, CA 92618
Telepono: 800-355-0700
Facsimile: 949-989-4428

Upang gawin ito, maaari mong gamitin ang Form ng Kahilingan Para Hindi Maisama na nakalakip sa paunawang ito. Bilang alternatibo, maaari mong isumite ang iyong nakasulat na Kahilingan Para Hindi Maisama na naglalaman, sa pinakamababa, ng: (a) iyong buong pangalan, address, huling 4 na numero ng Social Security Number, at lagda; (b) ang pangalan at numero ng kaso ng Aksyon (*Fumera, atbp. laban sa LBC Mundial Corporation*, Mataas na Hukuman ng San Francisco Kaso Blg. CGC-23-608960); at (c) malinaw na pahayag na nagsasaad na nais mong alisin ang iyong sarili sa kasunduan. **Kung nais mong alisin ang iyong sarili sa kasunduan, kinakailangan mong ipadala sa pamamagitan ng koreo ang iyong Form ng Kahilingan Para Hindi Maisama o iba pang dokumentasyon sa Tagapamahala ng Kasunduan sa address na nakasaad sa Seksyong ito bago sumapit o sa petsang Setyembre 15, 2025.**

Wala kang karapatan, ayon sa batas, na alisin ang iyong sarili mula sa kasunduan kaugnay ng mga paghahabol sa ilalim ng PAGA. Kung ikaw ay karapat-dapat tumanggap ng Indibidwal na Bayad para sa PAGA, makatanggap ka pa rin ng Indibidwal na Bayad para sa PAGA kahit na magsumite ka ng kahilingan para hindi maisama, at ituturing pa rin na isinuko mo ang mga Isinusukong Paghahabol na lumilitaw sa ilalim at/o maaaring isampa sa ilalim ng PAGA laban sa mga Pinalayang Partido gaya ng nakasaad sa Seksyon III.D sa itaas.

Kapag inaprubahan ng Hukuman ang pinal na pag-apruba ng Kasunduan, ang sinumang Miyembro ng Klase na magsusumite ng napapanahon at wastong Kahilingan para Hindi Maisama ay hindi na karapat-dapat na tumanggap ng anumang Indibidwal na Bayad para sa Klase, hindi sasailalim sa kasunduan kaugnay ng mga paghahabol na hindi saklaw ng PAGA (at sa pagpapalaya sa mga Isinusukong Paghahabol na hindi saklaw ng PAGA na nakasaad sa Seksyon III.D sa itaas), at wala ring karapatang tumutol, umapela, o magbigay ng komento sa kasunduan ng klase. Ang sinumang Miyembro ng Klase na hindi magsusumite ng napapanahon at wastong Kahilingan para Hindi Maisama ay ituturing na Lumalahok na Miyembro ng Klase at sasailalim sa lahat ng mga tuntunin ng kasunduan, kabilang ang mga kaugnay sa pagpapalaya sa mga Isinusukong Paghahabol na nakasaad sa Seksyon III.D sa itaas, gayundin sa anumang hatol na maaaring ipalabas ng Hukuman batay dito.

C. Pagtutol sa Kasunduan

Maaari kang tumutol sa mga tuntunin ng kasunduan hangga't hindi ka nagsusumite ng Kahilingan para Hindi Maisama. Kung nais mong tumutol sa kasunduan, maaari kang magsumite ng nakasulat na pagtutol sa Tagapamahala ng Kasunduan. Upang gawin ito, maaari mong gamitin ang Form ng Pagtutol na nakalakip sa paunawang ito. Bilang alternatibo, maaari kang magsumite ng nakasulat na pagtutol na naglalaman, sa pinakamababa, ng: (a) iyong buong pangalan, address, at lagda; (b) ang pangalan at numero ng kaso ng Aksyon (*Fumera, atbp. laban sa LBC Mundial Corporation*, Mataas na Hukuman ng San Francisco Kaso Blg. CGC-23-608960); (c) lahat ng legal at katotohanan na batayan ng iyong pagtutol sa Kasunduan; (d) pahayag kung ikaw ba ay may balak dumalo sa Pagdinig para sa Pinal na Pag-apruba; at (e) pahayag kung ikaw ay kinakatawan ng abogado at, kung meron, ang pangalan, address, at numero ng telepono ng iyong abogado. **Kung nais mong tumutol sa kasunduan, kinakailangan mong ipadala sa pamamagitan ng koreo ang iyong Form ng Pagtutol o iba pang dokumentasyon sa Tagapamahala ng Kasunduan sa address na nakasaad sa Seksyon IV.B sa ibaba bago sumapit o sa petsang Setyembre 15, 2025. Kung nais mong tumutol sa kasunduan, maaari kang dumalo sa Pagdinig para sa Pinal na Pag-apruba upang ipahayag ang iyong pagtutol kahit walang paunang abiso.**

V. PAGDINIG PARA SA PINAL NA PAG-APRUBA

Ang Hukuman ay magsasagawa ng Pagdinig Para sa Pinal na Pag-apruba sa Department 613 ng Mataas na Hukuman ng San Francisco sa 400 McAllister St., San Francisco, California 94102, sa Nobyembre 7, 2025, sa ganap na 10:00 a.m., upang pagdesisyunan kung ang Kasunduan ay dapat bang tuluyang aprubahan bilang makatarungan, makatwiran, at sapat at kung ang mga bayad sa abogado at mga gastusin para sa Abogado ng Klase, Bayad para sa Serbisyo sa mga Nagsasakdal, at Bayad sa Pamamahala ng Kasunduan para sa Tagapamahala ng Kasunduan ay dapat ipagkaloob.

Ang pagdinig ay maaaring ipagpaliban nang walang paunang abiso sa mga Miyembro ng Klase. Hindi kinakailangan na dumalo ka sa Pagdinig para sa Pinal na Pag-apruba, bagama't maaari kang dumalo kung nanaisin mo.

VI. KARAGDAGANG IMPORMASYON

Ang nakasaad sa itaas ay buod ng mga pangunahing tuntunin ng Kasunduan. Para sa tiyak na mga tuntunin at kondisyon ng Kasunduan, dapat kang sumangguni sa detalyadong Kasunduan at iba pang mga dokumentong nakahain sa Hukuman.

Maaari mong tingnan ang Kasunduan at iba pang mga rekord ng Hukuman kaugnay ng Aksyon sa Courthouse ng Mataas na Hukuman ng San Francisco, na matatagpuan sa 400 McAllister St., San Francisco, California 94102, sa oras ng opisina. Matatagpuan din ang Kasunduan sa website ng Mataas na Hukuman ng San Francisco County, sf.courts.ca.gov, sa pamamagitan ng paghahanap sa ilalim ng Impormasyon ng Sibil na Kaso, Kaso Blg. CGC-23-608960 o Pangalan ng Kaso na *Fumera laban sa LBC Mundial Corporation* o sa pag-download ng Sinumpaang Salaysay ni Brandon J. Sweeney bilang Suporta sa Mosyon ng mga Nagsasakdal para sa Paunang Pag-apruba, na inihain noong Hunyo 26, 2025.

Kung sakaling hindi matagpuan ng isang Miyembro ng Klase ang Kasunduan sa website ng Mataas na Hukuman ng San Francisco na nabanggit sa itaas, maaaring ipadala ang kopya ng Kasunduan sa pamamagitan ng koreo o e-mail sa Miyembro ng Klase kung hihilingin mula sa Tagapamahala ng Kasunduan.

MANGYARING HUWAG TUMAWAG SA HUKUMAN O SA OPISINA NG CLERK PARA SA ANUMANG IMPORMASYON UKOL SA KASUNDUANG ITO.

KUNG MAYROON KANG MGA KATANUNGAN, MAAARI KANG TUMAWAG SA TAGAPAMAHALA NG KASUNDUAN SA SUMUSUNOD NA NUMERONG LIBRENG TAWAGAN: 800-355-0700, O MAAARI KA RING MAKIPAG-UGNAYAN SA ABOGADO NG KLAKE.

CERTIFICATE OF ELECTRONIC SERVICE
(CCP 1010.6, and CRC 2.251)

I, Edward Santos, a Deputy Clerk of the Superior Court of the County of San Francisco, certify that I am not a party to the within action.

On December 26, 2025, I electronically served:

**ORDER GRANTING PLAINTIFF'S MOTION FOR FINAL APPROVAL AND
ATTORNEY'S FEES, COSTS, AND SERVICE AWARD**

via File & ServeXpress on the recipients designated on the Transaction Receipt located on the File & ServeXpress website.

Date:

DEC 26 2025

Brandon E. Riley, Court Executive Officer

By: Edward Santos
Edward Santos, Deputy Clerk