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Attorneys for Plaintiff Rigoberto Hernandez,
individually, and on behalf of all others similarly
situated

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

RIGOBERTO HERNANDEZ, individually, and
on behalf of all others similarly situated,

Plaintiff,

vs.

MMLW, LLC, a California limited liability
company; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 30-2024-01400837-CU-OE-CXC
[Related Case No.: 30-2024-01414088-CU-
OE-CXC]

Assigned for all purposes to:
Hon. David A. Hoffer, Dept. CX-103

**DECLARATION OF JODEY
LAWRENCE IN SUPPORT OF MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

Date: November 24, 2025
Time: 1:30 p.m.
Dept.: CX-103
Reservation No. 74658128

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1. I have personal knowledge of the facts set forth herein and if called upon to testify, I could and would do so competently under oath.
2. I am employed by Phoenix Class Action Administration Solutions (“Phoenix”), as President of Business Development.
3. I personally have over sixteen years of experience in claims management and administration of class and collective action matters.
4. Phoenix has never had any financial interests in nor affiliation with the Parties or their counsel in the matter of *Rigoberto Hernandez v. MMLW, LLC.*, also has no actual or potential conflicts of interest with the Class.

5. A true and correct copy of Phoenix's Curriculum Vitae is attached hereto as **Exhibit A.**

7. Phoenix has extensive experience in, and are experts, at all aspects of administering complex class action matters. This includes: (a) preparing, translating, printing, mailing and tracking privacy notices; (b) operating a 24/7/365 multi-lingual call center; (c) establishing settlement websites; (d) claims management; (e) USPS processes and systems, including third party tracing and the use of reverse telephone directory services; (f) database management, programming and security protocols; (g) calculating and issuing settlement payments; and (8) tax management, filings, and account reconciliation.

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**DECLARATION OF JODEY LAWRENCE IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**

8. Phoenix's Claims Management Group has extensive experience in all aspects of Notification and Identification of Class Members, Claims Processing, Formulation and Calculation Methodologies, Award Distribution and Taxation, and Accounting and Reconciliation.

Protection of Class Data

9. Phoenix has adequate procedures in place to safeguard the data and funds to be entrusted to it. Phoenix's Technology and Banking Groups are directly involved with Management on all issues regarding Information Security and Settlement Fund transfers, as it pertains to the continuance of business processes, and all risk, vulnerability, and security assessments as it pertains to sensitive data. The groups, along with Phoenix's internal systems, monitor and communicate with Management on a comprehensive level to prevent potential Strategic or Compliance Risks. All processing of confidential and personal information is handled and maintained within the organization and therefore all data received is kept within a strict chain of custody internally. All informational assets are classified and assigned based on an initial case assessment as well as client and procedural requirements. The Technology Group handles all higher-level ownership of information and physical peripherals, as well as ownership of direct/indirect assets associated with technology and the continuance of business. Specific Users, Groups, or Entities are assigned Shared Ownership or Management Capability based on procedural needs and security level granted.

10. In addition to high levels of Data Center Policies/Procedures and Facility/Maintenance Security Protocols, Phoenix conducts semi-annual training to maintain additional safeguards regarding the following:

- a. Phoenix's Business Continuity Policy;
- b. Phoenix's Disaster Recovery Plan;
- c. Phoenix's Incident Response Plan;
- d. Phoenix's Personal Computer Security Policy;
- e. Phoenix's Data Archiving and Retention Policy;
- f. Phoenix's Personnel Security Policy;

- g. Phoenix's Risk Assessment;
- h. Phoenix's Service Provider Risk Assessment;
- i. Phoenix's Classification and Access Rights Policy;
- j. Phoenix's Password Policy;
- k. Phoenix's Certification of Destruction; and
- l. Phoenix's Security Awareness Training Program.

11. Phoenix currently maintains an errors and omissions insurance policy, with a limit of liability of \$2,000,000, in addition to cyber insurance policy, with a limit of liability of \$3,000,000.

Procedures for Notice Preparation and Distribution

12. As part of the procedures for mailing the Class Notice, Phoenix will run the names of all Class Members through the National Change of Address Database ("NCOA") to determine any updated addresses prior to the initial mailing. If a Class Notice from the initial notice mailing is returned as undeliverable, Phoenix will attempt to obtain a current address for the Class Member to whom the returned Class Notice had been mailed within three (3) calendar days of receipt of the returned Class Notice by undertaking skip tracing. If Phoenix is successful in obtaining a new address, it will promptly remail the Class Notice to the Class Member. Furthermore, any Class Notices that are returned to Phoenix with a forwarding address before the Response Deadline will be promptly remailed to the forwarding address affixed thereto.

13. Phoenix only employs certified and/or qualified translators to translate Court-approved notices for posting on Phoenix's website and dissemination to the Class.

14. Phoenix's costs are reasonable and competitive when compared to the industry.

15. To complete the settlement administration for this matter as defined herein, Phoenix's fee will include hard cost and hourly costs detailed below:

a. Hard Cost: Postage, Printing Supplies, Toll Free Setup, QSF Bank Setup, NCOA, Skip Tracing, Remailing, and Translation costs.

b. Hourly Cost: The hourly rates include Programming Database & Setup,

1 Project Management, Notice Packet Formatting, Programming Undeliverable, Programming
2 Claims Database, Programming Calculations, Disbursement Review, Printing of Notice &
3 Checks, Reconcile Uncashed Checks, Conclusion Reports, Potential Tax Filing, and Case
4 Management/Maintenance.

5 16. Phoenix prepared a detailed breakdown illustrating how its fee was calculated.
6 A true and correct copy of Phoenix's Will Not Exceed Total bid of \$8,200 is attached hereto
7 as **Exhibit B**.

8
9 I declare that under the penalty of perjury under the laws of the United States and
10 California the foregoing is true and correct. Executed on September 12, 2025 at Orange,
11 California.

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14 Jodey Lawrence
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EXHIBIT A



CLASS ACTION SETTLEMENT SOLUTIONS

1411 N. Batavia, Suite 105 Orange, CA 92867

800-523-5773

www.phoenixclassaction.com

CURRICULUM VITAE

Phoenix Settlement Administrators. PSA Overview

Phoenix Settlement Administrators, PSA, is an emerging, National, Class Action Notification and Claims Administration firm, located in San Diego and Newport Beach California. PSA's core competencies ensure delivery of the highest quality and accuracy to its Clients and Class members. With a combined 28 years of expert experience, PSA's Managing Partners, Case Supervisors, Managers and Associates, Data Programming, and Certified Secure Strategic Partners, possess all the qualities that our Clients expect throughout the Noticing and Administration process, to Final Approval. It is our Value Pricing, Efficiency, Experience, Consultative Expertise and Delivery, that has perpetuated PSA, as an emerging leader in Class Action Settlement Administration. Expert PSA staff members are currently managing, Consumer and Product Liability, TCPA, Complex Labor & Employment, FLSA, ERISA and PAGA cases.

PSA has over 100 Attorney & Law Firm Clients, which have entrusted us with the management of their claim's administration, because of the "Boutique" attention every case receives. PSA is value driven on all size cases. large or small, cases receive expert management, secure data custody, neutral communication and a dedicated team. This seamless process maintains superior case continuity to ensure our clients receive timely final approval and conclusion to their actions. Phoenix Settlement Administrators implements its successful C.A.S.E. solutions on all our class action matters.

With 10's of Millions of dollars in award distributions currently under management since our inception, PSA has the ability and strengths to manage all levels of Complex Cases. PSA's Staff "Synergy" is our greatest attribute. It allows our people to work closely together and solve our client's case issues. PSA prides itself as a true "Third Party Administrator" and holds Neutrality as a mantra. Because of this approach, both Defense and Plaintiff Clients, experience fairness, trust and confidence in us, and allows for continued business from both parties. PSA has been appointed Third Party Administrator in State and Federal Courts.

We look forward to working with you on your next Class Action Noticing Campaign or Claims Administration. Let us design a C.A.S.E. solution, which will allow us to showcase the difference you'll experience. Superior Service, Class Savings Value Pricing and Timely Outcomes is why our clients come back to PSA.



PHOENIX
SETTLEMENT ADMINISTRATORS

CLASS ACTION SETTLEMENT SOLUTIONS

Expert Core Services

Initial Planning and Consultative Service on Class Action Cases and Noticing Plans.

State/Nationwide Noticing Expertise: Privacy, Media, Publication, Internet & Email Campaigns.

Attorney General(s) CAFA Notification

Claims Programming, Administration, Processing and Reporting.

24/7/365 Multi-Lingual Call Center Support and Claims Processing

Secure Data Management Environment, Individual Firewalls, Encrypted Data and Storage

Settlement Fund Calculations, Solutions, Award Distribution, Award Reconciliation

Tax Filings: State, Federal, EDD, ETT, FUTA, PAGA Payments

Partial PSA Client List, Defense and Plaintiff

Fisher & Phillips
Gordon & Rees
Paul Plevin Sullivan & Connaughton
Call & Jensen
Drinker Biddle
McKenna Long & Aldridge
Greenberg Traurig
Manning & Kass
Littler Mendelson
Kring & Chung
Orrick Herrington & Sutcliffe
Ogletree Deakins Nash Smoak & Stewart
Perkins Coie
Ross Wersching & Wolcott
Winston & Strawn
Sheppard Mullins
Lewis Brisbois Bisgaard & Smith
Morgan Lewis & Bockius
Paul Hastings
Park & Zheng
Sidley Austin
Higgs Fletcher & Mack
Jackson Lewis
Norton Rose Fulbright

Law Offices of Jonathan Ricasa
Dente Law Firm
Mahoney Law Group
Law Office of Thomas Rutledge
Law Office of Briana Kim
Dychter Law Firm
Garay Law Firm
Olsen Law Offices
Gould & Associates
Cohelan, Khoury & Singer
Ridout, Lyon & Ottoson
Carter Law Firm
Law Office of Justian Jusuf
The Phelps Law Group
The Emilio Law Group
Zeldes, Haeggquist & Eck
Markham Law Firm
Arias Ozzello & Gignac
David Yeremian & Associates
Aegis Law Firm
Rukin Hyland Doria & Tindall
Malk Law Firm
Spiro Law Corp
Levine Law Group, APC

Phoenix Settlement Administrators 411 N. Batavia, Suite 105 Orange, CA 92867

Phone: 800-784-2174 Fax: 619.338.0308

www.psaaction.com

EXHIBIT B



CASE ASSUMPTIONS

Class Members	295
Opt Out Rate	1%
Opt Outs Received	3
Total Class Claimants	292
Subtotal Admin Only	\$8,200.00

Not-to-Exceed Total \$8,200.00

For 295 Members

Pricing Good for Scope of Estimate Only

May 12, 2025

Case: MMLW adv. Hernandez Opt-Out Admin wTranslation

Phoenix Contact: Jodey Lawrence
 Contact Number: 949.566.1455
 Email: Jodey@phoenixclassaction.com

Requesting Attorney: ANDREA ROSENKRANZ
 Firm: O'Hagan Meyers
 Contact Number: 949.942.8500
 Email: arosenkranz@ohaganmeyer.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PHX will need to adjust this Estimate accordingly.
 Estimate is based on 295 Class Members. Class data Must be sent in Microsoft Excel or uploaded in the same format. Class Data Must be sent in one spreadsheet, with no additional programming needed. A rate of \$150 per hour will be charged for any additional analysis or programming. Pricing good for 90 days.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)			
Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$100.00	2	\$200.00
Programming Database & Setup	\$100.00	2	\$200.00
Toll Free Setup*	\$100.09	1	\$100.09
Call Center & Long Distance	\$1.95	16	\$31.20
NCOA (USPS)	\$140.00	1	\$140.00
Total			\$671.29

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage / Translation / Reporting			
Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$100.00	2	\$200.00
Data Merge & Duplication Scrub	\$0.27	295	\$79.65
Notice Packet & Opt-Out Form	\$1.00	295	\$295.00
Estimated Postage (up to 2 oz.)*	\$0.69	295	\$203.55
Static Website	\$200.00	1	\$200.00
Language Translation	\$1,000.00	1	\$1,000.00
Total			\$1,978.20

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.



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CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$55.00	2	\$110.00
Skip Tracing Undeliverables	\$1.00	59	\$59.00
Remail Notice Packets	\$1.00	59	\$59.00
Estimated Postage	\$0.87	59	\$51.33
Programming Undeliverables	\$55.00	2	\$110.00
Total			\$389.33

Database Programming / Processing Opt-Outs, Deficiencies or Disputes			
Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$135.00	2	\$270.00
Non Opt-Out Processing	\$200.00	1	\$200.00
Case Associate	\$55.00	2	\$110.00
Opt-Outs/Deficiency/Dispute Letters	\$10.00	3	\$30.00
Case Manager	\$85.00	2	\$170.00
Total			\$780.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$135.00	2	\$270.00
Disbursement Review	\$135.00	2	\$270.00
Programming Manager	\$95.00	1	\$95.00
QSF Bank Account & EIN	\$100.00	2	\$200.00
Check Run Setup & Printing	\$125.00	2	\$250.00
Mail Class Checks *	\$1.00	292	\$292.05
Estimated Postage	\$0.69	292	\$201.51
Total			\$1,578.56

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$125.00	3	\$375.00
Remail Undeliverable Checks (Postage Included)	\$1.50	58	\$87.62
Case Associate	\$50.00	4	\$200.00
Reconcile Uncashed Checks	\$85.00	4	\$340.00
Conclusion Reports	\$100.00	2	\$200.00
Case Manager Conclusion	\$75.00	2	\$150.00
Final Reporting & Declarations	\$100.00	2	\$200.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting Included)	\$1,250.00	1	\$1,250.00
Total			\$2,802.62

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

Estimate Total: \$8,200.00



TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality. Additional class members are \$10.00 per opt-out.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.
2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.
3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.
4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.
5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.

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Attorneys for Plaintiff Rigoberto Hernandez,
individually, and on behalf of all others similarly
situated

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

RIGOBERTO HERNANDEZ, individually, and
on behalf of all others similarly situated,

Plaintiff,

vs.

MMLW, LLC, a California limited liability
company; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 30-2024-01400837-CU-OE-CXC
[Related Case No.: 30-2024-01414088-CU-
OE-CXC]

Assigned for all purposes to:
Hon. David A. Hoffer, Dept. CX-103

**DECLARATION OF JOHN G. YSLAS IN
SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: November 24, 2025
Time: 1:30 p.m.
Dept.: CX-103
Reservation No. 74658128

1 I, John G. Yslas, hereby declare as follows:

2 1. I am an attorney at law licensed to practice before all of the courts of the State of
3 California. I am a senior partner at Wilshire Law Firm, PLC (“WLF”), counsel for Plaintiff
4 Rigoberto Hernandez (“Plaintiff”) in this matter. I am thoroughly familiar with and have personal
5 knowledge of all of the facts set forth herein.

6 2. I submit this declaration in support of Plaintiff’s Motion for Preliminary Approval
7 of Class Action and PAGA Settlement.

8 **Procedural History**

9 3. On May 20, 2024, Plaintiff filed this action as a putative class action against
10 Defendant alleging: (1) failure to pay minimum and straight time wages; (2) failure to pay overtime
11 wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5)
12 failure to timely pay final wages at termination; (6) failure to provide accurate itemized wage
13 statements; (7) failure to indemnify employees for expenditures; (8) failure to produce requested
14 employment records; and (9) unfair business practices.

15 4. On May 20, 2024, Plaintiff provided written notice to the LWDA and Defendant of
16 his intention to file a PAGA claim. A true and correct copy of Plaintiff’s notice to the LWDA is
17 attached hereto as **Exhibit 3**. The LWDA did not notify Plaintiff that intended to investigate within
18 65 days of this written notice. Therefore, on July 24, 2024, Plaintiff filed a separate action alleging
19 a claim under PAGA, Case No. 30-2024-01414088-CU-OE-CXC (the “PAGA Action”).

20 5. On May 13, 2025, the Class Action and the PAGA Action were deemed related and
21 consolidated.

22 6. The Parties subsequently participated in a private all-day mediation with mediator
23 Todd A. Smith, Esq. on April 3, 2025. The negotiations were adversarial, conducted at arm’s
24 length, and tempered by the efforts of both sides to serve the interests of their clients. The mediator
25 made a proposal, which was accepted by both parties.

26 7. The parties negotiated the terms of the Settlement over the next several months,
27 which was finalized in July 2025. A true and correct copy of the fully executed Settlement
28

1 Agreement is attached hereto as **Exhibit 1**. Attached thereto as **Exhibit A** is a true and correct
2 copy of the Parties' proposed Class Notice.

3 8. On September 12, 2025, Plaintiff submitted a copy of the Settlement Agreement to
4 the LWDA. A true and correct copy of the confirmation of submission my office received after
5 submitting the Settlement Agreement to the LWDA is attached hereto as **Exhibit 2**.

6 **Investigation and Exposure Analysis**

7 9. Prior to attending mediation, Plaintiff's Counsel thoroughly investigated the claims,
8 applicable law, and potential defenses. Plaintiff's Counsel assessed the value to the class claims
9 using the documents and data Defendant produced in informal discovery, including class data
10 providing the number of Class Members, the number of workweeks in the Class Period, and the
11 number of pay periods in the PAGA Period, Plaintiff's personnel file, employment handbook and
12 policies, and a 24.1% random sampling of time and payroll records. Plaintiff's Counsel engaged
13 an expert to quantify the potential exposure using the time and payroll records, and then assessed
14 the risks associated with each claim meriting reductions in the likely success at class certification
15 and likely recovery at trial.

16 10. Defendant's records show that there are approximately 285 Class Members, making
17 joinder of all Class Members impracticable. Further, given the size and amount of each Class
18 Members' claim, Class Members have little incentive to litigate their claims on an individual basis
19 because the out-of-pocket expenses and personal commitment necessary to litigate each claim
20 likely outweighs any potential recovery

21 11. Plaintiff has alleged that Defendant maintained common employment policies
22 and/or practices that unlawfully deprived Class Members of wages, meal period, rest periods,
23 reimbursements for business expenses, accurate wage statements, and timely payment of wages
24 upon separation of employment. These allegations present common factual and legal questions of,
25 *inter alia*, whether Defendant applied the same scheduling, timekeeping, pay, meal period, rest
26 period, and reimbursement policies to all Class Members, whether these policies and practices
27 resulted in Labor Code violations, whether Defendant's conduct was intention, and whether Class
28 Members are entitled to damages and/or penalties. These common questions could be resolved

1 using Class Members' time records, payroll records, testimony from Defendant's designated
2 representative(s), and Class Members' testimony.

3 12. Although the exposure Plaintiff's Counsel calculated is substantial, the various risks
4 at succeeding at class certification and through trial affected the valuation of the claims for
5 settlement purposes.

6 13. Minimum and Overtime Wages: Plaintiff's unpaid minimum and overtime wage
7 claims were based on the allegation that Defendant required Class Members to perform work duties
8 before clocking in. Based on Plaintiff's estimate that he worked a total of 1 hour off-the-clock each
9 week, Plaintiff's Counsel assumed each Class Member worked 1-hour off-the-clock per week in
10 calculating potential exposure to be approximately \$111,094.08 for these claims. However,
11 Defendant argued that any off-the-clock time was undocumented and unknown to Defendant, and
12 that Defendant was therefore not obligated to pay for this time. Because this claim would have
13 relied heavily on Class Member testimony and would not be evidenced in Defendant's time and
14 payroll records, the risk of succeeding at class certification was substantial. Accordingly,
15 Plaintiff's Counsel applied a risk discount based on a 60% chance of succeeding at class
16 certification and a 50% chance of succeeding at trial on the merits, yielding a realistic damage
17 estimate of approximately \$33,328.22 ($\$111,094.08 \times 60\% \times 50\%$), or 10% of the Gross Settlement
18 Amount.

19 14. Meal Periods: Plaintiff's meal period claim was based on the allegation that
20 Defendant failed to maintain a policy and practice of paying meal period premiums when its time
21 records showed Class Members' meal periods were late, short, or missed. Plaintiff's Counsel found
22 a violation rate of 33.3% in Defendant's time and payroll records and calculated potential exposure
23 on this claim to be approximately \$75,884.79. However, Defendant argued that Class Members
24 signed meal period waivers. Accordingly, Plaintiffs' Counsel applied a risk discount based on a
25 60% chance of succeeding at class certification and a 50% chance of succeeding at trial on the
26 merits, yielding a realistic damage estimate of approximately \$22,765.44 ($\$75,884.79 \times 60\% \times$
27 60%), or 7% of the Gross Settlement Amount.

1 15. Rest Breaks: Plaintiff's rest period claim was based on the allegation that Defendant
2 failed to relieve Class Members of all duties during rest periods because it required them to remain
3 on premises. Plaintiff's Counsel applied a 100% violation rate to all shifts over 3.5 hours and
4 calculated a potential exposure of \$227,882.24 for this claim. However, Defendant argued that it
5 had no written policy requiring Class Members to remain on premises during rest periods. Because
6 this claim would have relied exclusively on Class Member testimony, Plaintiffs' Counsel applied
7 a risk discount based on a 40% chance of succeeding at class certification and a 40% chance of
8 succeeding at trial on the merits, yielding a realistic damage estimate of approximately \$36,461.16
9 (\$227,882.24 x 40% x 40%), or 11% of the Gross Settlement Amount.

10 16. Reimbursements: Plaintiff's reimbursement claim was based on the allegation that
11 Defendant required Class Members to purchase specific work attire (such as slip resistant shoes
12 and slacks) but failed to reimburse them. Based on Plaintiff's estimate that he incurred \$30 in
13 unreimbursed expenses per month, Plaintiff's Counsel assumed each Class Member incurred \$30
14 in unreimbursed expenses per month in calculating potential exposure to be approximately
15 \$27,997.50 for this claim. However, Defendant argued that these expenses were not required by
16 Defendant, and that it could not have known that these expenses were being incurred. Accordingly,
17 Plaintiff's Counsel could not attribute any value to this claim in terms of settlement value.

18 17. Derivative Penalties: Plaintiff alleged that as a result of Defendant's alleged failure
19 to pay all wages and meal and rest period premiums owed, Defendant owed waiting time penalties
20 and wage statement penalties. However, Defendant argued that it had good faith defenses that made
21 the imposition of these penalties unwarranted. Moreover, Plaintiff could not recover these penalties
22 if he failed to prove the underlying claims. Plaintiff's Counsel calculated that potential exposure
23 for the waiting time penalty claim was approximately \$744,476.16 (assuming 30 days per
24 employee at 5.3 hours per day, based on the average hours per shift), and approximately
25 \$680,000.00 for the wage statement penalty claim (based on \$50 for the first violations and \$100
26 for subsequent violations, with a \$4,000 employee maximum). However, considering that the
27 underlying claims are realistically estimated to be \$92,554.82, such a disproportionate award
28 would also raise due process concerns. As such, Plaintiff's Counsel discounted the figure to

1 account for the risk and uncertainty of prevailing at trial, resulting in a realistic evaluation of
2 \$119,116.19 ($\$744,476.16 \times 40\% \times 40\%$) for waiting time penalty claims, or 36% of the Gross
3 Settlement Amount and \$108,800.00 ($\$680,000.00 \times 40\% \times 40\%$) for wage statement penalty
4 claims, or 33% of the Gross Settlement Amount.

5 18. PAGA: For the PAGA claim, Plaintiff's Counsel determined that Defendant's
6 potential exposure could potentially reach \$81,000.00, assuming the initial \$100 penalty would
7 apply for each of the 810 pay periods in the PAGA Period. However, even assuming success on
8 the merits of each claim, PAGA gives the Court discretion to reduce penalties for a variety of
9 reasons, including where to do otherwise would result in an award that is unjust, arbitrary and
10 oppressive, or confiscatory. Therefore, the settlement allocates \$15,000.00 of the Gross Settlement
11 Amount to PAGA, which amounts to approximately \$18.52 per pay period.

12 **Plaintiff's Counsel's Qualifications**

13 19. Plaintiff is represented by WLF. The attorneys at WLF performed significant work
14 and expended litigation costs in prosecuting this matter with no guarantee of payment.

15 20. WLF was selected by Best Lawyers and U.S. News & World Report as one of the
16 nation's Best Law Firms since 2020 and is comprised of more than 100 attorneys and over 600
17 employees. WLF is actively and continuously practicing in employment litigation, representing
18 employees in both individual and class actions in both state and federal courts throughout
19 California.

20 21. WLF is qualified to handle this Litigation because its attorneys are experienced in
21 litigating Labor Code violations in both individual, class action, and representative action cases.
22 WLF has handled, and is currently handling, numerous wage and hour class action lawsuits, as
23 well as class actions involving consumer rights and data privacy litigation.

24 22. I graduated from the University of California, Santa Barbara with High Honors in
25 1991 with Bachelor of Arts degrees in Psychology. I received my Juris Doctor from UCLA Law
26 School in 1996.

27 23. Upon graduating from law school in 1996, I worked for a boutique law firm
28 practicing general litigation which included employment law matters. Since 2000 (that is, the last

1 25 years) my practice has been exclusively focused on labor and employment matters including
2 handling wage and hour class, collective and representative actions (including the California
3 Private Attorneys General Act, or “PAGA”), including in the international law firms of Morgan,
4 Lewis & Bockius LLP (where I was a senior associate), Foley & Lardner LLP (where I was a
5 partner and a national Vice Chair of the Labor and Employment Group), Norton Rose Fulbright
6 LLP (where I was a partner) and Seyfarth Shaw LLP (where I was a partner and member of the
7 Wage and Hour Practice Group). During my time at these law firms, I was the primary attorney or
8 took a major leading role in defending employers on numerous wage and hour class, collective and
9 representative actions.

10 24. In late June 2022 I left Seyfarth Shaw LLP and joined my current firm, Wilshire
11 Law Firm, PLC, to represent plaintiff employees. I have been and am handling many wage and
12 hour class and representative actions litigating such matters on behalf of plaintiff employees in
13 numerous Superior Courts and District Courts. From matters representing both plaintiffs and
14 defendants, I have successfully mediated the resolution of many wage and hour class, collective,
15 and representative actions. Just since starting to settle cases in late April 2023 I have already
16 successfully mediated matters in which I have been counsel or co-counsel resulting in **more than**
17 **\$165 million** in settlements and verdicts which are in the process of being finalized, and with
18 numerous upcoming mediations scheduled. In those and numerous other matters, I have managed
19 and assisted with the litigation and settlement of many wage and hour PAGA and class actions. In
20 those actions, I performed similar tasks as those performed in the course of prosecuting this action.
21 Indeed, I recently tried and prevailed in achieving a jury verdict in a wage and hour class action in
22 the matter of Aguilar-Flores v. Javier’s – CC LLC, Los Angeles County Superior Court, Case No.
23 19STCV36438, (damages anticipated in the future and a motion for attorney’s fees to be filed after
24 that).

25 25. I have received numerous awards for my legal work. For example, from 2015 to
26 2018, I was listed in Los Angeles Super Lawyers for Employment Litigation (Thomson Reuters).
27 I have also served on numerous prominent boards and in other leadership positions, including
28 serving as Southern California Regional President for the Hispanic National Bar Association and

1 on the board of directors of the Mexican American Bar Foundation. I also previously served on the
2 5-member Los Angeles Civil Service Commission, which generally oversees the personnel
3 decisions for the City of Los Angeles.

4 26. I have also published numerous blogs on labor and employment issues including on
5 wage and hour issues. For example, I published “Headline News: Wal-Mart v. Dukes-Impact on
6 Class Action Litigation” (while a partner with Foley & Lardner LLP) and “Are You Really
7 Protected From Wage-and-Hour Successor Liability in an Asset Purchase” (while a partner with
8 Seyfarth Shaw LLP). I have also been a presenter at numerous conferences, including being a
9 presenter involving the “Employment Law Update” at a National Employment Law Council
10 conference.

11 27. Eugene Zinovyev is a Junior Partner at WLF. He graduated from the University of
12 California-Berkeley with a Bachelor of Arts in Political Economy of Industrial Societies, and
13 received his Juris Doctor from the University of California, San Francisco School of Law in 2009.
14 He has practiced employment and wage and hour law since on both the plaintiff and defense sides.
15 Mr. Zinovyev has tried multiple jury cases to verdict as well as numerous bench trials. He has also
16 briefed published appellate court decisions in both state and federal court. Mr. Zinovyev is
17 admitted to practice before all Federal District Courts in California as well as the 9th Circuit Court
18 of Appeals. He is also a member of the California Employment Lawyers Association. He has
19 mediated and settled dozens of class and representative actions as well as individual civil matters..

20 28. John Brown is an Associate Attorney at Wilshire Law firm, PLC. He was admitted
21 to practice law in the State of California in 2004. John graduated from UC Berkeley with a Bachelor
22 of Arts and received his Juris Doctor from The UCLA School of Law. His current practice has
23 been focused on class action employment law. He has participated in dozens of settlements totaling
24 tens of millions of dollars, from the memorandum of understanding and settlement agreement
25 drafting stage through to final approvals from the court.

26 29. Lisa B. Iturriaga is a Settlement Attorney at Wilshire Law Firm, PLC. She was
27 admitted to practice law in the State of California in 2021. Ms. Iturriaga graduated from University
28 of South Florida with a Bachelor of Science in Finance and a Bachelor of Arts in Marketing. She

1 received her Juris Doctor from Chapman University Dale E. Fowler School of Law. Since
2 graduating, her practice has been in insurance defense (previously) and employment law
3 (currently). Since 2023, she has exclusively worked on Plaintiff-side wage and hour cases. Ms.
4 Iturriaga is also a member of the California Employment Lawyers Association (CELA).

5 30. Gabriella Solé is a third-year Associate Attorney at Wilshire Law Firm, PLC. She
6 was admitted to practice law in the State of California in 2022. Gabriella graduated from University
7 of California, Los Angeles with a Bachelor of Arts in Sociology. She received her Juris Doctor
8 from University of San Francisco, School of Law. During law school, she was a First Year Moot
9 Court Director on the Moot Court Board. Since graduating, her practice has been mainly focused
10 on wage and hour class action litigation..

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

13 Executed on September 12, 2025 at Los Angeles, California.

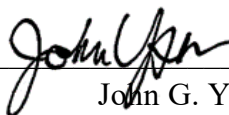
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18 _____
19 John G. Yslas
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EXHIBIT 1

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Attorneys for Defendant,
MMLW, LLC

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE – CIVIL COMPLEX CENTER**

RIGOBERTO HERNANDEZ, individually, and
on behalf of all others similarly situated,

Plaintiff,

vs.

MMLW, LLC, a California limited liability
company; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 30-2024-01400837-CU-OE-CXC
[Related Case No.: 30-2024-01414088-CU-OE-CXC]

**CLASS & REPRESENTATIVE PAGA
ACTION**

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

*[Assigned for all purposes to: Hon. Randall J.
Sherman, Dept. CX-105]*

1 This Joint Stipulation of Class & Representative PAGA Action Settlement and Release of
2 Claims (“Settlement” or “Agreement”) is made and entered into by and between Plaintiff
3 RIGOBERTO HERNANDEZ (“Plaintiff”), individually and on behalf of all putative class
4 members, the State of California, and aggrieved employees, and Defendant MMLW, LLC
5 (“Defendant”). Plaintiff and Defendant are collectively referred to herein as “the Parties.”

6 **I. DEFINITIONS**

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

9 1. “Action” shall mean Plaintiff’s consolidated lawsuits alleging wage and hour
10 violations against Defendant captioned *Rigoberto Hernandez v. MMLW, LLC*, Case No. 30-2024-
11 01400837-CU-OE-CXC, filed on May 20, 2024, in the Orange County Superior Court (the “Class
12 Action”) and the representative Action lawsuit entitled *Rigoberto Hernandez v. MMLW, LLC, et al.*,
13 Case No.: 30-2024-01414088-CU-OE-CXC, filed on July 24, 2024, in the Orange County Superior
14 Court (the “PAGA Action”).

15 2. “Class” shall mean all current and former hourly-paid, non-exempt employees of
16 Defendant in California during the Class Period. “Class Member” shall mean an individual who is a
17 member of the Class (or if any such person is incompetent, deceased, or unavailable due to military
18 service, the person’s legal representative or successor in interest evidenced by reasonable
19 verification).

20 3. “Class Counsel” shall mean the attorneys representing Plaintiff in the Action,
21 including John G. Yslas, Eugene Zinovyev, John Brown, and Gabriella Solé of Wilshire Law Firm.

22 4. “Class Counsel Fees Payment” shall mean one-third (1/3) of the Maximum
23 Settlement Amount (currently estimated to be One Hundred Ten Thousand, Four Hundred and
24 Sixteen Dollars and Sixty-Six Cents (\$110,416.66)) subject to approval by the Superior Court as
25 Class Counsel’s attorneys’ fees incurred in connection with the Action, including fees incurred in
26 pre-filing investigation, filing of the Action, and all related litigation activities, this Settlement, and
27 all post-Settlement compliance procedures.

28 5. “Class Counsel Litigation Expenses Payment” shall mean the actual litigation

1 expenses and/or costs expended by Class Counsel subject to approval by the Superior Court
2 incurred in connection with the Action, including pre-filing investigation, filing of the Action, and
3 all related litigation activities, this Settlement, and all post-Settlement compliance procedures. Class
4 Counsel's expenses are not to exceed Twenty-Four Thousand Dollars and Zero Cents (\$24,000.00).

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

13 7. "Class Period" shall mean the period of time from May 20, 2020, through May 13,
14 2025.

15 8. "Class Representative Payment" shall mean the special payment made to Plaintiff in
16 his capacity as Class Representative to compensate him for prosecuting the Action, and performing
17 work in support of the Action, in the amount of Five Thousand Dollars and Zero Cents (\$5,000.00),
18 subject to approval by the Superior Court.

19 9. "Defense Counsel" shall mean the attorneys representing Defendant in the Action,
20 Andrea Rosenkranz, Esq. and Maysa Saeed, Esq. of O'Hagan Meyer.

21 10. "Effective Date" shall mean the first business day following the last of the following
22 occurrences: (i) if no Class Member both objects and also files either a timely motion to intervene
23 and/or timely motion to vacate the judgment, then sixty (60) days following the date the Court
24 enters an order granting Final Approval of the Settlement; (ii) if a Class Member both objects and
25 either files a timely motion to intervene or timely motion to vacate the judgment, then sixty-one
26 (61) days following the date the Court enters an order granting final approval, assuming no appeal is
27 filed; or (iii) if a Class Member both objects and also files a timely motion to intervene or files a
28 motion to vacate the Judgment and also files a timely appeal, then the date of final resolution of that

1 appeal (including any requests for rehearing and/or petitions for certiorari), resulting in final and
2 complete judicial approval of the Settlement in its entirety, with no further challenge to the
3 Settlement being possible. The occurrence of the Effective Date is a prerequisite to any obligation
4 of Defendant to pay any funds into the Settlement Account.

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

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

12 13. "Individual Pay Periods" shall mean the number of Pay Periods for an individual
13 Aggrieved Employee.

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

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

19 16. "LWDA Payment" shall mean the payment to the California Labor and Workforce
20 Development Agency ("LWDA") constituting seventy-five percent (75%) of the value assigned to
21 the claim for penalties under the California Labor Code Private Attorneys General Act, California
22 Labor Code Section 2698, *et seq.* ("PAGA"). Specifically, Eleven Thousand, Two Hundred Fifty
23 Dollars and Zero Cents (\$11,250.00), which shall constitute the LWDA's seventy-five percent
24 (75%) share of Fifteen Thousand Dollars and Zero Cents (\$15,000.00) in civil penalties paid under
25 this Settlement. The remaining Three Thousand, Seven Hundred Fifty Dollars and Zero Cents
26 (\$3,750.00) in civil penalties shall be distributed on a *pro rata* basis based upon the number of pay
27 periods worked by each Aggrieved Employee ("PAGA Payment").

28 17. "Maximum Settlement Amount" shall mean the maximum settlement amount of

1 Three Hundred, Thirty-One Thousand, Two Hundred Fifty Dollars and Zero Cents (\$331,250.00)
2 payable by Defendant as provided by this Agreement, unless that amount is increased pursuant to
3 Paragraph 18 below, exclusive of the normal employer's share of any payroll taxes attributable to
4 the Settlement Share payments allocated to wages. Defendant's payment of the normal employer's
5 share of payroll taxes will be made separately and shall not come from the Maximum Settlement
6 Amount.

7 18. Defendant represents that as of March 30, 2025, the number of Workweeks
8 worked by the Class Members in the Class Period is approximately 7,512. Should the number
9 of Workweeks worked by the Class Members as of May 13, 2025, increase by 10% or more (i.e., to
10 more than 8,264 Workweeks), then Defendant shall increase the Maximum Settlement Amount by
11 an amount determined by the following formula: $[(\text{Actual Number of Workweeks} - 8,264) \div$
12 $8,264) \times \text{Maximum Settlement Amount}$.

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

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

24 21. "PAGA Group" shall mean all current and former hourly-paid, non-exempt
25 employees of Defendant in California during the PAGA Period. "Aggrieved Employee" shall mean
26 an individual who is a member of the PAGA Group (or if any such person is incompetent, deceased,
27 or unavailable due to military service, the person's legal representative or successor in interest
28 evidenced by reasonable verification).

22. “PAGA Payment Share” shall mean the value of each Aggrieved Employee’s share of the PAGA Payment as provided by this Agreement.

23. “PAGA Period” shall mean the period of time from May 20, 2023, through May 13, 2025.

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

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

26. “Preliminary Approval” shall mean the Superior Court’s preliminary approval of the Settlement without material change that the Parties anticipate will be made following submission of this Agreement to the Court.

27. “Settlement Administrator” shall mean Phoenix Settlement Administrators proposed by the Parties and appointed by the Superior Court to administer the Settlement.

28. “Settlement Administrator Payment” shall mean the payment to the Settlement Administrator for its fees and expenses in administering this Settlement.

29. “Settlement Share” shall mean the value of each Participating Class Member’s share of the Net Settlement Amount as provided by this Agreement.

30. “Superior Court” shall mean the Superior Court of California for the County of San Luis Obispo.

31. “Workweek” shall mean any week in which a Class Member actually performed paid work for Defendant during either the Original Class Period and/or the Acquisition Class Period as an hourly-paid, non-exempt employee.

II. RECITALS

32. On May 20, 2024, Plaintiff filed a Class Action Complaint against Defendant in the Orange County Superior Court, Case No. 30-2024-01400837-CU-OE-CXC, alleging causes of action for (1) Failure to Pay Minimum and Straight Time Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Periods; (5)

1 Failure Timely Pay Final Wages at Termination; (6) Failure to Provide Accurate Itemized Wage
2 Statements; (7) Failure to Indemnify Employees for Expenditures; (8) Failure to Produce Requested
3 Employment Records; and (9) Unfair Business Practices (the “Class Action”).

4 33. On May 20, 2024, Plaintiff, on behalf of himself, the PAGA Group, and the State of
5 California, gave written notice to the Labor Workforce and Development Agency (“LWDA”) of the
6 Labor Code violations Defendant is alleged to have violated (“LWDA Exhaustion Letter”).

7 34. On July 24, 2024, Plaintiff filed a Representative PAGA Action Complaint against
8 Defendant in the Orange County Superior Court, Case No. 30-2024-01414088-CU-OE-CXC,
9 alleging a cause of action for Civil Penalties pursuant to the Private Attorneys’ General Act of 2004
10 (“PAGA”) (the “PAGA Action”).

11 35. On May 13, 2025, the Class Action and the PAGA Action were deemed related and
12 consolidated.

13 36. Defendant denies and continues to deny all of Plaintiff’s material allegations.
14 Specifically, Defendant contends (1) it did not fail to pay the Class the minimum, straight time,
15 regular rate, and/or overtime; (2) it paid the Class for all hours worked; (3) it provided the Class
16 with all meal periods according to law and/or paid meal period premiums; (4) it provided the Class
17 with all rest breaks according to law and/or paid rest break premiums; (5) it did not fail to timely
18 pay the Class wages due and owing during employment and/or upon separation; (6) it provided the
19 Class with accurate itemized wage statements, consistent with Labor Code Section 226; (7) it
20 properly maintained all payroll records; (8) it reimbursed employees for all necessary business
21 expenditures; (9) it did not violate Business & Professions Code Section 17200, *et seq.*; (10) the
22 PAGA Group is not entitled to penalties under PAGA; and (11) Defendant is not liable for damages,
23 including unpaid wages, liquidated damages, statutory penalties, attorneys’ fees, or costs of
24 litigation to the Class.

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

1 38. On April 3, 2025, the Parties in Action participated in a full day of mediation before
2 an experienced employment and class action mediator, Todd A. Smith, Esq. (the “Mediation”) and
3 the Parties reached a settlement at the Maximum Settlement Amount.

4 39. The Settlement described in this Agreement represents a compromise and settlement
5 of highly disputed claims. Nothing in this Settlement is intended or will be construed as an
6 admission by Defendant that Plaintiff’s claims in the Action have any merit or that it has any
7 liability to Plaintiff, the Class, the PAGA Group or the State on those claims, or as an admission by
8 Plaintiff that Defendant’s defenses in Action have any merit. This Settlement is intended to fully,
9 finally, and forever compromise, release, resolve, discharge, and settle the released claims subject to
10 the terms and conditions set forth in this Settlement.

11 40. Based on its own thorough, independent investigation and evaluation of this case,
12 Class Counsel is of the opinion that the Settlement of this Action with Defendant for the
13 consideration and on the terms set forth in this Settlement is fair, reasonable, adequate, and in the
14 best interest of the Class in light of all known facts and circumstances, including the risk of
15 significant costs and delay, the risk of non-certification of the Class, the defenses asserted by
16 Defendant including the risks of adverse determinations on the merits and numerous potential
17 appellate issues. Although Defendant contends that it has no liability in the Action, Defense
18 Counsel shares Class Counsel’s belief that the Settlement represents a fair and adequate settlement
19 given the respective risks associated with the case.

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

21 **III. PROCEDURE FOR APPROVING SETTLEMENT**

22 42. **Motion for Preliminary Approval of Settlement by the Superior Court.** Plaintiff
23 will move the Superior Court for an order granting Preliminary Approval of the Settlement,
24 requesting a date for the Final Approval Hearing no earlier than 120 days from the date of the order
25 granting Preliminary Approval of the Settlement, and approving the Class Notice (attached as
26 Exhibit “A” to this Stipulation) (“Motion for Preliminary Approval”). Any unresolved
27 disagreement among the Parties concerning the Class Notice or other documents necessary to
28 implement the Settlement will be referred first to Todd Smith, Esq., and if no resolution is reached,

1 then to the Superior Court.

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

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

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

15 46. **Class Notice.** After the Superior Court enters its order granting Preliminary
16 Approval, every Class Member will be provided with the Class Notice (in English and Spanish)
17 which will include the Class Notice completed to reflect the order granting Preliminary Approval of
18 the Settlement and the Class Member's information as follows:

19 (a) Within twenty-one (21) days after the Motion for Preliminary Approval is
20 granted, Defendant will provide to the Settlement Administrator the "Class Members' Data," which
21 shall consist of an electronic database containing (i) each Class Member's first and last name, (ii)
22 last known mailing address, (iii) the Class Member's Social Security number or Tax ID, (iv) the
23 Class Member's total number of Individual Workweeks, and (v) the Class/PAGA Group' total
24 number of Individual Pay Periods, if applicable. If any or all of the Class Members' Data are
25 unavailable to Defendant, Defendant will so inform Class Counsel prior to the date on which
26 Defendant is required to submit the Class Members' Data to the Settlement Administrator and the
27 Parties will make their best efforts to reconstruct or otherwise agree upon the Class Members' Data
28 prior to when it must be submitted to the Settlement Administrator. If the Parties are unable to

1 agree, the dispute will be resolved by the Settlement Administrator as provided in Paragraph 49.
2 This information will otherwise remain confidential and will not be disclosed to anyone, except as
3 required to applicable taxing authorities, as required to carry out the reasonable efforts to identify
4 Class Member information as described in Paragraph 46(c), pursuant to Defendant's express written
5 authorization, or by order of the Superior Court.

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

11 (c) If a Class Notice is returned by the U.S. Postal Service because of an
12 incorrect address, the Settlement Administrator will promptly, and not later than five (5) days from
13 receipt of the returned packet, search for a more current address for the Class Member and re-mail
14 the Class Notice to the Class Member. The Settlement Administrator will use the Class Members'
15 Data and otherwise work with Defense Counsel or utilize its own resources such as skip traces to
16 find a more current address. The Settlement Administrator will be responsible for taking reasonable
17 steps, consistent with its agreed-upon job parameters, court orders, and fee, to trace the mailing
18 address of any Class Member for whom a Class Notice is returned by the U.S. Postal Service.
19 These reasonable steps shall include the tracking of all undelivered mail; performing address
20 searches for all mail returned without a forwarding address; and promptly re-mailing to Class
21 Members for whom new addresses are found. Any such Class Members who failed to receive a
22 Class Notice, or who were subject to a re-mailing of the Class Notice as described herein shall be
23 given an additional fourteen (14) days to opt out or object to the Settlement.

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

27 (e) Not later than one week prior to filing the Motion for Final Approval, the
28 Settlement Administrator will provide the Parties with a declaration of due diligence setting forth its

1 compliance with its obligations under this Settlement. The declaration will be filed with the papers
2 submitted with the Motion for Final Approval. Prior to the Final Approval Hearing, the Settlement
3 Administrator will supplement its declaration of due diligence if any material changes occur from
4 the date of the filing of its prior declaration.

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

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

12 **(b) Request for Exclusion from Settlement.** Class Members who wish to
13 exclude themselves from the Settlement (“opt out” of the Settlement) must submit to the Settlement
14 Administrator, not later than forty-five (45) days after the date that the Settlement Administrator
15 first mails the Class Notices, an Exclusion Request (“the Exclusion Period”). Exclusion Requests
16 may be submitted to the Settlement Administrator via U.S. Mail only. Class Members must
17 complete, sign, date, and timely return an Exclusion Request to the Settlement Administrator to
18 exclude themselves from the Settlement, setting forth their (i) name, (ii) address, (iii) last four digits
19 of their Social Security number (or Tax ID), and (iv) the following statement or a similar statement:
20 “I wish to exclude myself from the settlement reached in the matter of *Hernandez v. MMLW, LLC*.
21 I understand that by excluding myself, I will not receive any money from the Class settlement
22 reached in this matter but may still be eligible for payment under the portion of the settlement
23 allocated under PAGA.” A Class Member who does not complete and submit a valid and timely
24 Exclusion Request in the manner and by the conclusion of the Exclusion Period will remain a
25 Participating Class Member and, if the Court approves the Settlement, will be bound by all terms
26 and conditions of the Settlement and by the Judgment. A Class Member who timely submits a valid
27 Exclusion Request will not participate in, or be bound by, the Settlement of the Judgment and will
28 not receive any payment pursuant to the Settlement except for a payment from the portion of the

1 PAGA Payment to the PAGA Group if the Class Member is an Aggrieved Employee, and will not
2 be bound by the terms of the Settlement, except for the release of the PAGA Group Released
3 Claims if the Class Member is an Aggrieved Employee, and will not have any right to object,
4 appeal, or comment thereon. To be valid, Exclusion Requests must be completed in full, signed,
5 and returned to the Settlement Administrator before the expiration of the Exclusion Period. Non-
6 Participating Class Members will not be permitted to file objections to the Settlement and/or appear
7 at the Final Approval Hearing to voice any objections to the Settlement. Members of the PAGA
8 Group cannot seek to exclude themselves from the Settlement of the PAGA claim, but retain all
9 rights to exclude themselves from the Class Settlement as delineated herein. The Settlement
10 Administrator will provide Class Counsel, Defense Counsel, and the Superior Court with only the
11 names of the Non-Participating Class Members.

12 (c) **Objections to Settlement.** The Class Notice will provide that any Class
13 Member who does not request exclusion from the Settlement and who wishes to object to the
14 Settlement must serve on the Settlement Administrator, not later than forty-five (45) days after the
15 Settlement Administrator initially mails the Class Notice, a written objection to the Settlement
16 which sets forth the grounds for the objection and the Class Member's (i) name, (ii) address, (iii)
17 last four digits of their Social Security number (or Tax ID), and (iv) the dates of the Class Member's
18 employment with Defendant. The written objection must state the basis for each objection in clear
19 and concise terms. The written objection shall also state whether the Class Member intends to
20 appear and object at the Final Approval Hearing. A Class Member who does not serve a written
21 objection in the manner and by the deadline specified may appear at the Final Approval Hearing to
22 state their objection to the Settlement. If a Class Member fails to submit a written objection or to
23 appear at the Final Approval hearing to make an oral objection, the Class Member will be deemed
24 to have waived all objections and will be foreclosed from making any objections – whether by
25 appeal or otherwise – to the Settlement.

26 (d) If a Class Member submits both a Request for Exclusion and a written
27 objection, the Settlement Administrator shall attempt to contact and determine whether the Class
28 Member would like to withdraw either the Request for Exclusion or the objection. If the Class

1 Member does not withdraw the Request for Exclusion or if the Settlement Administrator cannot
2 contact a Class Member who submits both a Request for Exclusion and an objection, the Request
3 for Exclusion shall be valid and it shall be presumed that the Class Member does not wish to
4 participate in the Settlement.

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

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

15 48. **Report.** Not later than seven (7) days after the deadline for submission of requests
16 to be excluded and/or objections, the Settlement Administrator will provide Defendant, through
17 Defense Counsel, with a complete and accurate list of names for all Participating Class Members,
18 all Non-Participating Class Members, all PAGA Group, and all Class Members who objected to the
19 settlement. The report shall also be accompanied by an itemized calculation of the Settlement
20 Shares for each Participating Class Member. The Settlement Administrator shall also provide both
21 Parties with a report identifying the number of Participating Class Members, the number of Non-
22 Participating Class Members, the number of PAGA Group, and the number of Class Members who
23 submitted a valid, timely, and complete objection. Class Counsel shall also receive a list of Class
24 Members who object to the Settlement and a list of all Non-Participating Class Members.

25 49. **Resolution of Class Member and Aggrieved Employee Disputes.** If a Class
26 Member and/or Aggrieved Employee disputes the number of his/her/their Individual Workweek
27 and/or Individual Pay Period allocations stated in their Class Notice, the Class Member and/or
28 Aggrieved Employee must, within forty-five (45) days after the Settlement Administrator initially

1 mails the Class Notice, contact the Settlement Administrator to attempt to resolve the matter. The
2 Class Member and/or Aggrieved Employee may challenge the allocation by communicating with
3 the Administrator via fax, email or mail. The Administrator must encourage the challenging Class
4 Member to submit supporting documentation. The Settlement Administrator shall notify Defendant
5 of the dispute and provide them with any documentation received in support of the dispute within
6 three (3) court days of receipt thereof. Defendant shall review its payroll and personnel records and
7 verify the correct number of Workweeks and/or Pay Periods within five (5) court days of the
8 Settlement Administrator's notification. Defendant's records will have a rebuttable presumption of
9 accuracy. After consultation with Class Counsel, Defense Counsel, and the applicable Class
10 Member and/or Aggrieved Employee, the Settlement Administrator will, within three (3) court days
11 of Defendant's verification, make a determination of the Class Member's and/or Aggrieved
12 Employee's number of Workweeks and/or Pay Periods and that determination will be final, binding
13 on the Parties and the Class Member and/or Aggrieved Employee, and is not appealable.

14 **50. No Solicitation of Objection; Right to Void.** Neither the Parties, nor their
15 respective counsel, will directly or indirectly solicit or otherwise encourage any Class Member to
16 exclude him/her/themselves from the Settlement, object to the Settlement, and/or appeal from the
17 Judgment. If ten percent (10%) or more of the Class Members submit a complete, valid, and timely
18 request to be excluded from the Settlement and are deemed to be Non-Participating Class Members,
19 then Defendant shall have the unilateral right to void this Settlement. Defendant may do so by
20 giving notice to Plaintiff and the Court of its election to void the Settlement not later than fourteen
21 (14) days after the Settlement Administrator issues its report identifying the number of Participating
22 Class Members, the number of Non-Participating Class Members, and the number of Class
23 Members who objected to the settlement as described in Paragraph 48. Notwithstanding any other
24 provisions in this Settlement, no sums shall be payable by Defendant in the event that this
25 Settlement is voided as provided for herein.

26 **51. Additional Briefing and Final Approval.**

27 (a) Not later than sixteen (16) court days before the Final Approval Hearing, the
28 Plaintiff will prepare and file with the Superior Court a Motion for Final Approval of the

1 Settlement, including payment of the Settlement Administrator's Payment, and a memorandum in
2 support of their motion ("Motion for Final Approval"). Not later than sixteen (16) court days before
3 the Final Approval Hearing, Plaintiff and Class Counsel will serve on Defendant and file with the
4 Superior Court a Motion for Awards of the Class Representative Payment, Class Counsel Fees
5 Payment, and the Class Counsel Litigation Expenses Payment, pursuant to this Settlement, and
6 memoranda in support of its motion. Absent the escalator provision outlined in Paragraph 18, if
7 applicable, Plaintiff will not seek additional fees from Defendant or an increase in the Maximum
8 Settlement Amount as part of the Motion for awards of the Class Representative Payment, Class
9 Counsel Fees Payment, and the Class Counsel Litigation Expenses Payment.

10 (b) Not later than five (5) court days before the Final Approval Hearing, the
11 Parties shall be entitled to file and serve a response to any Class Member's objection to the
12 Settlement and/or reply in support of their Motion for Final Approval, to the extent that any
13 opposition to said Motion is filed. Plaintiff and Class Counsel may file a reply in support of their
14 Motion for Awards of the Class Representative Payment, Class Counsel Fees Payment, and the
15 Class Counsel Litigation Expenses Payment, to the extent that any opposition to said Motion is
16 filed.

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

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

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

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

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

22 53. **Vacating, Reversal, or Material Modification of Judgment on Appeal or**
23 **Review.** If, after a notice of appeal, a petition for review, or a petition for *certiorari*, or any other
24 motion, petition, writ, or application, the reviewing court vacates, reverses, or modifies the
25 Judgment such that there is a material modification to the Settlement, and that court's decision is
26 not completely reversed and the Judgment is not fully affirmed on review by a higher court, then
27 either Party will have the right to void the Settlement, which the Party must do by giving written
28 notice to the other Parties, the reviewing court, and the Superior Court, not later than fourteen (14)

1 days after the reviewing court's decision vacating, reversing, or materially modifying the Judgment
2 becomes final. A vacation, reversal, or modification of the Superior Court's award of the Class
3 Representative Payment, the Class Counsel Fees Payment, and/or Class Counsel Litigation
4 Expenses Payment will not constitute a vacation, reversal, or material modification of the Judgment
5 within the meaning of this Paragraph.

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

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

21 **56. Payment of PAGA Payment Shares.** The Settlement Administrator shall pay to
22 each Aggrieved Employee his/her/their PAGA Payment Share from the Settlement Account. The
23 Settlement Administrator shall pay each PAGA Payment Share by sending a check in the
24 appropriate amount to the Aggrieved Employee at the address indicated in the Aggrieved
25 Employee's Data. Such payment shall be sent by the Settlement Administrator via U.S. Mail within
26 fourteen (14) days of its receipt of the Settlement Account Deposit from Defendant.

27 **57. Uncashed Settlement Share and PAGA Payment Share Checks.** Any checks
28 paid to Participating Class Members and/or PAGA Group shall be negotiable for one hundred and

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

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

1 to Participating Class Members, whether or not they all cash their settlement checks.

2 **59. Final Report by Settlement Administrator to Superior Court.** Within ten (10)
3 days after final disbursement of all funds from the Settlement Account, the Settlement
4 Administrator will serve on the Parties and file with the Superior Court a declaration providing a
5 final summary report on the disbursements of all funds from the Settlement Account. Within ten
6 (10) days after transmission of any remaining unclaimed funds to Controller of the State of
7 California the Settlement Administrator will serve on the Parties and file with the Superior Court a
8 declaration providing a final summary report on the transmission of any remaining unclaimed funds
9 to Controller of the State of California as outlined Paragraph 58.

10 **IV. SETTLEMENT TERMS AND CONDITIONS**

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

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

26 **(a) Number of Class Members and Workweeks.** Defendant shall determine
27 the total number of Class Members and the aggregate number of Workweeks for those Class
28 Members as of the time of Preliminary Approval. This information shall be provided to the

1 Settlement Administrator along with the Class Members' Data as described in Paragraph 46(a)
2 above.

3 (b) **Calculation of the Workweek Value.** The Settlement Administrator shall
4 determine the value of a Workweek ("Workweek Value") by taking the Net Settlement Amount and
5 dividing it by the sum of all Class Members' Workweeks who do not opt out of the Settlement.

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

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

19 (a) **Number of PAGA Group and Pay Periods.** Defendant shall determine the
20 total number of PAGA Group and the aggregate number of Pay Periods for those PAGA Group as
21 of the time of Preliminary Approval. This information shall be provided to the Settlement
22 Administrator along with the Class Members' Data as described in Paragraph 46(a) above.

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

26 (c) **Calculation of PAGA Payment Shares.** The Settlement Administrator shall
27 assign to each Aggrieved Employee a PAGA Payment Share which shall be equal to the Pay Period
28 Value multiplied by each Aggrieved Employee's Individual Pay Periods. Upon calculation of the

1 PAGA Group' PAGA Payment Shares, the Settlement Administrator shall furnish to Class Counsel
2 and Defense Counsel a worksheet containing a list of employee identification numbers for the
3 PAGA Group with their corresponding Individual Pay Periods and PAGA Payment Shares.

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

24 **64.** Each PAGA Payment Share is intended to settle the PAGA Group' claims for civil
25 penalties. Accordingly, one hundred percent (100%) of each PAGA Payment Share shall represent
26 civil penalties. The PAGA Payment Share shall be paid to the Aggrieved Employee in full without
27 deductions or withholdings, and the Settlement Administrator shall issue an IRS Form 1099 to each
28 Aggrieved Employee for that amount, to the extent the Aggrieved Employee's PAGA Payment

1 Share is Six Hundred Dollars and Zero Cents (\$600.00) or more. Each Aggrieved Employee shall
2 be individually responsible for their own share of applicable income tax withholdings and
3 deductions for his/her/their PAGA Payment Share.

4 **65. Total Payment Amount.** In no event will Defendant be required to pay more than
5 the Maximum Settlement Amount (unless that amount is increased pursuant to Paragraph 18 above)
6 for distribution to the Plaintiff, Class Counsel, Participating Class Members, PAGA Group, LWDA,
7 Settlement Administrator, or for any other costs or expenses not otherwise enumerated. However,
8 Defendant's payment of the Employer Payroll Tax attributable to the Settlement Share payments
9 constituting wages will be made separately and shall not come from the Maximum Settlement
10 Amount.

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

14 **(a) To Plaintiff:** In addition to his Settlement Share, Plaintiff will apply to the
15 Superior Court for a Class Representative Payment in an amount not to exceed Five Thousand
16 Dollars and Zero Cents (\$7,500.00). Defendant will not oppose this Class Representative Payment.
17 The Settlement Administrator will pay the Class Representative Payment approved by the Superior
18 Court out of the Maximum Settlement Amount. Payroll tax withholding and deductions will not be
19 taken from the Class Representative Payment and an IRS Form 1099 will be issued to Plaintiff for
20 this payment.

21 **(b) To Class Counsel:** Class Counsel will apply to the Superior Court for the
22 Class Counsel Fees Payment in an amount not to exceed one-third (1/3) of the Maximum
23 Settlement Amount (currently estimated to be One Hundred Ten Thousand, Four Hundred and
24 Sixteen Dollars and Sixty-Six Cents (\$110,416.66)). Class Counsel will also submit to the Superior
25 Court a memorandum of costs for the Class Counsel Litigation Expenses Payment in an amount not
26 to exceed Twenty-Four Thousand Dollars and Zero Cents (\$24,000.00) as request reasonable costs
27 of suit to be paid from the Maximum Settlement Amount. Defendant will not oppose these
28 requests. The Settlement Administrator will pay the amounts approved by the Superior Court out of

1 the Maximum Settlement Amount. Withholding and deductions will not be taken from the Class
2 Counsel Fees Payment or Class Counsel Litigation Expenses Payment and one or more IRS Forms
3 1099 will be issued to Class Counsel with respect to these payments.

4 (c) **To the LWDA:** As part of their Motions for Preliminary and Final
5 Approval, the Parties will jointly apply to the Superior Court for approval of the LWDA Payment in
6 the amount of Eleven Thousand, Two Hundred Fifty Dollars and Zero Cents (\$11,250.00), which
7 shall constitute the LWDA's seventy-five percent (75%) share of Fifteen Thousand Dollars and
8 Zero Cents (\$15,000.00) in civil penalties paid under this Settlement. The remaining Three
9 Thousand, Seven Hundred Fifty Dollars and Zero Cents (\$3,750.00) in civil penalties shall be
10 distributed on a *pro rata* basis based upon the number of pay periods worked by each Aggrieved
11 Employee ("PAGA Payment").

12 (a) **To the Settlement Administrator:** The Settlement Administrator will be
13 paid from the Maximum Settlement Amount its reasonable fees and expenses as approved by the
14 Superior Court, which are estimated not to exceed Eight Thousand, Two Hundred Dollars and Zero
15 Cents (\$8,200.00).

16 67. **Appointment of Settlement Administrator.** The Parties will ask the Superior
17 Court to appoint Phoenix Class Action Administrators, a qualified and experienced administrator
18 based in California where the Action is venued, to serve as the Settlement Administrator, which, as
19 a condition of appointment, will agree to be bound by this Agreement with respect to the
20 performance of its duties and its compensation. The Settlement Administrator's duties will include
21 (i) calculating Settlement Shares and PAGA Payment Shares; (ii) preparing, printing, and mailing
22 the Class Notice to all Class Members; (iii) using reasonable measures to contact all Class
23 Members, including conducting a National Change of Address search on all Class Members before
24 mailing the Class Notice to each Class Member's address; (iv) re-mailing the Class Notice to the
25 Class Member's new address for those Class Members whose address had changed; (v) setting up a
26 toll-free telephone number to receive calls from Class Members; (vi) receiving requests for
27 exclusion and objections to the Settlement; (vii) providing the Parties with weekly status reports
28 about the delivery of Class Notices and any requests for exclusion and objections; (viii) issuing the

1 checks to effectuate the payments due under the Settlement; (ix) using reasonable measures to
2 deliver issued checks to Participating Class Members, including use of a “skip-trace” for
3 undeliverable checks; and (x) otherwise administering the Settlement pursuant to this Agreement
4 including paying and reporting the employer’s share of the payroll taxes to the appropriate taxing
5 agency. The Settlement Administrator will have the final authority to resolve all disputes
6 concerning the calculation of a Participating Class Member’s Settlement Share and/or Aggrieved
7 Employee’s PAGA Payment Share, subject to the terms set forth in this Agreement. The Settlement
8 Administrator’s reasonable fees and expenses are estimated to not exceed Eight Thousand, Two
9 Hundred Dollars and Zero Cents (\$8,200.00) and will be paid out of the Maximum Settlement
10 Amount, as set forth herein, subject to Court approval.

11 **V. RELEASE OF CLAIMS**

12 68. **Plaintiff’s Released Claims.** Plaintiff, individually and on behalf of Plaintiff’s
13 heirs, executors, administrators, representatives, attorneys, successors and assigns knowingly and
14 voluntarily releases and forever discharges Defendant, including any and all parent corporations,
15 affiliates, subsidiaries, managers, predecessors, insurers, successors and assigns, including but not
16 limited to each of their current and former attorneys officers, directors and agents thereof, both
17 individually and in their business capacities, (collectively, “Plaintiff’s Released Parties”), to the
18 fullest extent permitted by law, of and from any and all claims, known and unknown, asserted and
19 unasserted, which Plaintiff has or may have against the Plaintiff’s Released Parties as of the date of
20 execution of this Settlement Agreement. Plaintiff is not waiving any rights Plaintiff may have to:
21 (i) Plaintiff’s own vested accrued employee benefits under the Defendant’s health, welfare or
22 retirement benefits plans, if any, as of the date of execution of this Settlement Agreement; (ii)
23 benefits or rights to seek benefits under applicable workers’ compensation (except as to claims
24 under Labor Code §§ 132a and 4553 which are expressly released herein) or unemployment
25 insurance or indemnification statutes; (iii) pursue claims which by law cannot be waived by signing
26 this Settlement Agreement; and (iv) enforce this Settlement Agreement.

27 69. To affect a full and complete general release as described above, Plaintiff expressly
28 waives and relinquishes all rights and benefits of § 1542 of the Civil Code of the State of California

1 and does so understanding and acknowledging the significance and consequence of specifically
2 waiving § 1542. Thus, notwithstanding the provisions of § 1542, and to implement a full and
3 complete release and discharge of all parties, Plaintiff expressly acknowledges this Settlement
4 Agreement is intended to include in its effect, without limitation, all claims Plaintiff does not know
5 or suspect to exist in Plaintiff's favor at the time of signing this Settlement Agreement, and that this
6 Settlement Agreement contemplates the extinguishment of any such claims. Plaintiff warrants
7 Plaintiff has read this Settlement Agreement, including this waiver of California Civil Code § 1542,
8 and that Plaintiff has consulted with or had the opportunity to consult with counsel of Plaintiff's
9 choosing about this Settlement Agreement and specifically about the waiver of § 1542, and that
10 Plaintiff understands this Settlement Agreement and the § 1542 waiver, and so Plaintiff freely and
11 knowingly enters into this Settlement Agreement. Plaintiff further acknowledges that Plaintiff later
12 may discover facts different from or in addition to those Plaintiff now knows or believes to be true
13 regarding the matters released or described in this Settlement Agreement, and even so Plaintiff
14 agrees that the releases and agreements contained in this Settlement Agreement shall remain
15 effective in all respects notwithstanding any later discovery of any different or additional facts.
16 Plaintiff expressly assume any and all risk of any mistake in connection with the true facts involved
17 in the matters, disputes or controversies released or described in this Settlement Agreement or with
18 regard to any facts now unknown to Plaintiff relating thereto.

19 **70. Participating Class Members Released Claims.** Upon funding of the Settlement,
20 each Participating Class Member, and without the need to manually sign a release document, shall
21 release the Released Parties from all causes of Action and claims that were alleged in the Action or
22 reasonably could have been alleged based on the facts and legal theories contained in the Action,
23 including all of the following claims for relief: (i) failure to pay all minimum, regular rate, straight
24 time, overtime, and double time wages due (Cal. Lab. Code §§ 510, 558, 1194, 1194.2, 1197,
25 1197.1, & 1198); (ii) failure to provide compliant meal periods (Cal. Lab. Code §§ 226.7 & 512);
26 (iii) failure to provide compliant rest breaks (Cal. Lab. Code § 226.7); (iv) failure to timely pay
27 wages during employment (Cal. Lab. Code §§ 204 & 210); (v) failure to provide complete, accurate
28 wage statements (Cal. Lab. Code § 226); (vi) failure to pay wages timely at time of termination or

1 resignation (Cal. Lab. Code §§ 201-203); (vii) failure to reimburse necessary business expenditures
2 (Cal. Lab. Code §§ 2800 & 2802); (viii) unfair business practices that could have been premised on
3 the claims, causes of Action or legal theories of relief described above or any of the claims, causes
4 of Action or legal theories of relief pleaded in the operative complaint (Cal. Bus. & Prof. Code §
5 17200, *et seq.*); (ix) any claim for costs and attorneys' fees and expenses; and (x) any claim arising
6 from the claims described above under applicable federal, state, local or territorial law as well as
7 applicable regulations and Wage Orders (collectively, the "Released Claims"). Participating Class
8 Members who cash their checks are deemed to have waived all Released Claims inclusive of claims
9 under the Fair Labor Standards Act. Participating Class Members who do not cash their checks
10 shall be deemed to waive all Released Claims except for a claim under the Fair Labor Standards
11 Act. Released Claims for Class Members who worked for Defendant in California during the Class
12 Period shall have their claims released during the Class Period.

13 **71. PAGA Group Released Claims.** Upon funding of the Settlement, the State of
14 California and each Aggrieved Employee, and without the need to manually sign a release
15 document, shall release the Released Parties for claims for civil penalties pursuant to PAGA based
16 upon all causes of Action and claims that were alleged in the Action or reasonably could have been
17 alleged based on the facts and legal theories contained in the Action and/or the LWDA Exhaustion
18 Letter including all of the following claims for relief: (i) failure to pay all minimum, regular rate,
19 straight time, overtime, and double time wages due (Cal. Lab. Code §§ 510, 558, 1194, 1194.2,
20 1197, 1197.1, & 1198); (ii) failure to provide compliant meal periods (Cal. Lab. Code §§ 226.7 &
21 512); (iii) failure to provide compliant rest breaks (Cal. Lab. Code § 226.7); (iv) failure to timely
22 pay wages during employment (Cal. Lab. Code §§ 204 & 210); (v) failure to provide complete,
23 accurate wage statements (Cal. Lab. Code § 226); (vi) failure to pay wages timely at time of
24 termination or resignation (Cal. Lab. Code §§ 201-203); (vii) failure to maintain accurate records
25 (Cal. Lab. Code §§ 1174(d) & 1174.5); (viii) failure to reimburse necessary business expenditures
26 (Cal. Lab. Code §§ 2800 & 2802); (ix) all claims under the California Labor Code Private Attorneys
27 General Act of 2004 that could have been premised on the claims, causes of Action or legal theories
28 described above or any of the claims, causes of Action or legal theories of relief pleaded in the

1 Action; (x) any claim for costs and attorneys' fees and expenses; and (xi) any claim arising from the
2 claims described above under applicable federal, state, local or territorial law as well as applicable
3 regulations and Wage Orders (collectively, the "PAGA Released Claims"). PAGA Released
4 Claims for PAGA Group who worked for Defendant in California during the PAGA Period shall
5 have their claims released during the PAGA Period.

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

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

17 74. The Released Claims and PAGA Released Claims described in Paragraphs 70 and 71
18 expressly exclude all claims made by a Participating Class Member and/or Aggrieved Employee for
19 vested benefits, wrongful termination, unemployment insurance, disability, social security, workers'
20 compensation, claims while classified as exempt, and claims outside of the Class Period and/or
21 PAGA Period.

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

28 76. **No Effect on Other Benefits.** The payment of Settlement Shares and/or PAGA

1 Payment Shares will not result in any additional employee benefit payments (such as 401(k),
2 vacation, or bonus) and shall not have any effect on the eligibility for, or calculation of, any
3 employee benefit.

4 **VI. DUTIES OF THE PARTIES**

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

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

20 79. **Duties Prior to Court Approval.** Class Counsel shall promptly submit this
21 Stipulation to the Court for preliminary approval and determination by the Court as to its fairness,
22 adequacy, and reasonableness. Promptly upon execution of this Stipulation, Class Counsel shall
23 apply to the Court for the entry of a preliminary order, scheduling a hearing on the question of
24 whether the proposed Class Settlement should be approved as fair, reasonable, and adequate as to
25 the Class Members, approving as to form and content the proposed Class Notice attached hereto as
26 Exhibit "A", respectively, and directing the mailing of the Class Notice to Settlement Class
27 Members.

28 80. **Non-Monetary Relief and Catalyzation of Policy Change.** Although Defendant

denies any liability of any kind associated with the claims alleged in the Lawsuit, denies any liability or intentional wrongdoing, Defendant revised and updated their wage and hour policies and practices, including but not limited to their timekeeping policies and procedures and meal period and rest break policies and procedures.

VII. MISCELLANEOUS TERMS

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

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

“Execution of release of claim or right on account of wages due.
No employer shall require the execution of any release of any claim or right on account of wages due, or to become due, or made, or made as an advance on wages to be earned, unless payment of those wages has been made.”

83. Whether or not the Judgment becomes Final, neither the Settlement, any document, statement, proceeding or conduct related to the Settlement, nor any reports or accounting of those matters, will be (i) construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Defendant or any of the Released Parties, including, but not limited to, evidence of a presumption, concession, indication or admission by any of the Released

1 Parties of any liability, fault, wrongdoing, omission, concession or damage; or (ii) disclosed,
2 referred to or offered in evidence against any of the Released Parties, or any other civil, criminal or
3 administrative Action or proceeding except for purposes of effectuating this Settlement.

4 84. Notwithstanding Paragraph 83 of this Settlement, any and all provisions of this
5 Settlement may be admitted in evidence and otherwise used in any and all proceedings to enforce
6 any or all terms of this Settlement, or in defense of any claims released or barred by this Settlement.

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

16 86. **Integrated Agreement.** After this Settlement is signed and delivered by all Parties
17 and their counsel, this Settlement and its exhibits will constitute the entire agreement between the
18 Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties,
19 covenants, or inducements have been made to any Party concerning this Settlement or its exhibits
20 other than the representations, warranties, covenants, and inducements expressly stated in this
21 Settlement and its exhibits.

22 87. **Attorney Authorization.** Class Counsel and Defense Counsel warrant and represent
23 that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate Action
24 required or permitted to be taken by such Parties pursuant to this Settlement to effectuate its terms,
25 and to execute any other documents required to effectuate the terms of this Settlement. The Parties
26 and their counsel will cooperate with each other and use their best efforts to affect the
27 implementation of the Settlement. In the event the Parties are unable to reach agreement on the
28 form or content of any document needed to implement the Settlement, or on any supplemental

provisions that may become necessary to effectuate the terms of this Settlement, the Parties will seek the assistance of mediator Todd Smith, Esq., and if no resolution is reached the Superior Court, and in all cases all such documents, supplemental provisions and assistance of the court will be consistent with this Settlement.

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

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

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

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

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

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

94. **Notice.** All notices, demands or other communications given under this Settlement will be in writing and deemed to have been duly given as of the third business day after mailing by U.S. Mail, addressed as follows:

To Class Counsel:

John G. Yslas
Eugene Zinovyev
John Brown
Gabriella Solé
WILSHIRE LAW FIRM
3055 Wilshire Blvd., 12th Floor
Los Angeles, California 90010

To Defendant's Counsel:

Andrea Rosenkranz, Esq.
Maysa Saeed, Esq.
O'HAGAN MEYER
4695 MacArthur Court, Suite 900
Newport Beach, CA 92660

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

DATED: 7/1/2025

RIGOBERTO HERNANDEZ

DocuSigned by:



77ADEC58866E44B...

DATED: _____

MMLW, LLC

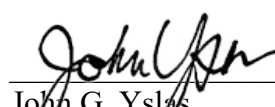
By: _____

Its: _____

DATED: July 1, 2025

WILSHIRE LAW FIRM

By: _____


John G. Yslas
Eugene Zinovyev
John Brown
Gabriella Solé

Attorneys for Plaintiff,
RIGOBERTO HERNANDEZ

To Defendant's Counsel:

Andrea Rosenkranz, Esq.
Maysa Saeed, Esq.
O'HAGAN MEYER
4695 MacArthur Court, Suite 900
Newport Beach, CA 92660

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

DATED: _____

RIGOBERTO HERNANDEZ

DATED: 07/01/2025

MMLW, LLC

By:

Mackenzie Williams

Mackenzie Williams (Jul 1, 2025 15:39 PDT)

Its:

Member

DATED: _____

WILSHIRE LAW FIRM

By:

John G. Yslas
Eugene Zinovyev
John Brown
Gabriella Solé

Attorneys for Plaintiff,
RIGOBERTO HERNANDEZ

1 DATED: 07/01/2025
2 _____

O'HAGAN MEYER

3
4 By: 
5 _____
6 Andrea Rosenkranz, Esq.
7 Matthew C. Sgnilek, Esq.

8 Attorneys for Defendant,
9 MMLW, LLC
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EXHIBIT A

|||||
<<PSA ID>>

<<First Last>>

<<Address>>

<<City, State, Zip, Country>>

Name/Address Changes (if any):

NOTICE OF CLASS ACTIONS SETTLEMENT

If you are or were a non-exempt, hourly employee of MMLW, LLC at any time between May 20, 2020, and May 13, 2025, you may be able entitled to receive money from a Class Action Settlement.

A court approved this notice. This is not a solicitation from a lawyer. You are not being sued.

PLEASE READ THIS NOTICE.

Your legal rights are affected whether you act or don't act. Your legal rights and options—and the deadlines to use them—are explained in this notice.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE SETTLEMENT PAYMENT	You are not required to take action to receive a payment. If you do nothing, you will automatically receive a payment from the Settlement if the Court finally approves the Settlement. In exchange, you will be bound by the Settlement including the release of all claims covered by the Settlement.
REQUEST EXCLUSION	Request to be excluded and receive no benefits from the Settlement. If you submit a Request for Exclusion, you will not receive a settlement payment. Aggrieved Employees (defined below) cannot opt-out of the PAGA portion of the proposed Settlement, and will receive their PAGA Payments even if they opt out of the class settlement.
OBJECT	If you wish to object to the Settlement, you may submit a written objection and supporting papers to the Settlement Administrator. Any written objections will be provided to the Court. You may also offer your oral comments at the Final Approval Hearing. In order to object, you must not have excluded yourself from the Settlement.

1. Why should you read this Notice?

A proposed settlement (the "Settlement") has been reached in a class action lawsuit and PAGA representative lawsuit, both entitled *Rigoberto Hernandez v. MMLW, LLC, et al.*, Orange County Superior Court Case Nos. 30-30-2024-01400837-CU-OE-CXC (lead) & 30-2024-01414088-CU-OE-CXC (the "Actions" or "Lawsuits"). The Defendant in the Actions is MMLW, LLC ("Defendant.")

The Court has granted preliminary approval of a “Settlement Class” defined as follows:

All current and former hourly-paid, non-exempt employees of Defendant in the State of California during the period from May 20, 2020, through May 13, 2025.

The Court has also granted preliminary approval of a “PAGA Group” defined as follows:

All current and former hourly-paid, non-exempt employees of Defendant in the State of California during the period from May 20, 2023, through May 13, 2025.

Defendant’s employment records indicate that you meet one or both of these definitions, which makes you a member of the Settlement Class (referred to in this Notice as a “Class Member”) and possibly a member of the PAGA Group (also referred to in this Notice as a “Aggrieved Employee”). The Court directed that this Notice be sent to all Class Members and Aggrieved Employees to inform you about the case and your rights and options before the Court decides to approve the Settlement. If the Court approves the Settlement, and after any appeals are resolved, payments will be made to Class Member who have not opted out of the Settlement and all Aggrieved Employees.

This Notice explains the Actions, the Settlement, your legal rights and options, what benefits are available and how to get them.

2. What is this Lawsuit about?

On May 20, 2024, Plaintiff Rigoberto Hernandez (“Plaintiff” or the “Class Representative”) filed a Class Action Complaint against Defendant in the Orange County Superior Court, Case No. 30-2024-01400837-CU-OE-CXC, alleging causes of action for (1) Failure to Pay Minimum and Straight Time Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Periods; (5) Failure Timely Pay Final Wages at Termination; (6) Failure to Provide Accurate Itemized Wage Statements; (7) Failure to Indemnify Employees for Expenditures; (8) Failure to Produce Requested Employment Records; and (9) Unfair Business Practices (the “Class Complaint”).

On July 24, 2024, Plaintiff filed a Representative PAGA Actions Complaint against Defendant in the Orange County Superior Court, Case No. 30-2024-01414088-CU-OE-CXC, alleging a cause of action for Civil Penalties pursuant to the Private Attorneys’ General Act of 2004 (“PAGA”) (the “PAGA Complaint”).

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

3. Why is there a Settlement?

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

4. What are the terms of the Settlement?

Defendant will pay Three Hundred, Thirty-One Thousand, Two Hundred Fifty Dollars and Zero Cents (\$331,250.00) to settle the Actions (the “Maximum Settlement Amount”). The Maximum Settlement Amount includes: (a) all Settlement Payments to Participating Class Members; (b) the Service Award to the Class Representative; (c) the Class Counsel’s attorneys’ fees and costs; (d) a payment to the California Labor and Workforce Development Agency for civil penalties brought under PAGA; (e) all PAGA Payments to the Aggrieved Employees; and (f) the reasonable fees and costs of the Settlement Administrator. Defendant will pay its portion of all payroll taxes resulting from the Settlement in addition to the Maximum Settlement Amount.

The Court has preliminarily approved the following payments from the Maximum Settlement Amount. Class Counsel will request that the Court award Class Counsel one-third (1/3) of the Maximum Settlement Amount (currently estimated to be One Hundred Ten Thousand, Four Hundred and Sixteen Dollars and Sixty-Six Cents (\$110,416.66)) in attorneys’ fees and up to Twenty-Four Thousand Dollars and Zero Cents (\$24,000.00) in out-of-pocket litigation costs, up to Eight Thousand, Two Hundred Dollars and Zero Cents (\$8,200.00) for Settlement Administration Costs for the third-party Settlement Administrator, and up to Five Thousand Dollars and Zero Cents (\$5,000.00) for the Service Award to the Class Representative in recognition of his time and service to the Class in pursuing the Actions and in fulfilling his obligations as Class Representative. Additionally, the Settlement provides for a payment of Fifteen Thousand Dollars and Zero Cents (\$15,000.00) (the “LWDA Payment”) to resolve Aggrieved Employees’ claims under PAGA, of which Three Thousand, Seven Hundred Fifty Dollars and Zero Cents (\$3,750.00) will be distributed to the Aggrieved Employees and Eleven Thousand, Two Hundred Fifty Dollars and Zero Cents (\$11,250.00) will be paid to the California Labor and Workforce Development Agency (“LWDA”). This allocation of the LWDA Payment is required by California law. The final amounts of these various payments are all subject to Court approval.

After deductions of the preceding Court-approved payments, the remaining amount—the “Net Settlement Amount”—will be distributed to those Class Members who have not opted out of the Settlement (the “Participating Class Members”). No portion of the Maximum Settlement Amount will be returned to Defendant.

5. How much can I expect to receive?

Each Participating Class Member will receive a *pro rata* share of the Net Settlement Amount based on the number of workweeks the person worked for Defendant in the State of California as hourly-paid, non-exempt employee at any time between May 20, 2020, and May 13, 2025. Any workweek in which a Class Member worked at least one day shall be counted as a workweek.

To calculate a Class Member’s Individual Settlement Payment, the Net Settlement Amount will be divided by the aggregate total number of workweeks of all Participating Class Members, resulting in the “Workweek Value.” Each Participating Class Member’s Individual Settlement Payment will be calculated by multiplying each individual Participating Class Member’s total number of workweeks by the Workweek Value.

Your Compensable Workweeks are: <<Workweeks>>

Your Estimated Individual Settlement Payment is: \$<<Est.SettlementAmt>>

All settlement payments are subject to taxation. Each Individual Settlement Payment will be allocated as follows: (a) 10% as wages that will be subject to deductions and withholdings for the employee’s share of state and federal

payroll taxes; and (b) 90% as penalties and interest that will not be subject to deductions and withholdings. Each Participating Class Member will receive an IRS Form W-2 with respect to the portion of the Settlement Payment allocated to wages and an IRS Form-1099 with respect to the portion of the Settlement Payment allocated to penalties and interest, unless said payment is less than or equal to \$600.00. Prior to mailing Settlement checks, the Settlement Administrator will calculate and deduct the employee's required withholdings and payroll taxes from the "wage" portion of the Settlement payment. Defendant will separately pay the employer's share of payroll taxes with respect to the "wage" portion of each Settlement payment.

Please note that each Participating Class Members will be responsible for his/her share of taxes attributable to the receipt of an Individual Settlement Payment. The Parties and their attorneys cannot provide and will not provide any advice regarding tax obligations. Class Members should consult with their tax advisors concerning the tax consequences of the payments they receive under the Settlement.

Each Aggrieved Employee will receive a *pro rata* share of the PAGA Payment based on the number of pay periods the person worked for Defendant in the State of California as hourly-paid, non-exempt employee at any time during the period from May 20, 2023, through May 13, 2025. Any pay period in which an Aggrieved Employee worked at least one day shall be counted as a pay period.

To calculate an Aggrieved Employee's Individual PAGA Payment, the PAGA Payment will be divided by the aggregate total number of pay periods of all Aggrieved Employees, resulting in the "Pay Period Value." Each Aggrieved Employee's Individual Settlement Payment will be calculated by multiplying each individual Aggrieved Employee's total number of pay periods by the Pay Period Value.

Your Compensable Pay Periods are: <<PayPeriods>>

Your Estimated Individual PAGA Payment is: \$<<Est.PAGAPaymentAmt>>

All settlement payments are subject to taxation. Each Individual PAGA Payment will be allocated as follows: 100% as penalties that will not be subject to deductions and withholdings. Each Aggrieved Employee will receive an IRS Form-1099 for his or her Individual PAGA Payment, unless said payment is less than or equal to \$600.00.

The Parties and their attorneys cannot provide and will not provide any advice regarding tax obligations. Aggrieved Employees should consult with their tax advisors concerning the tax consequences of the payments they receive under the Settlement.

6. What if I disagree with the number of workweeks and/or pay periods credited to me in this Notice?

The information concerning the number of workweeks and/or pay periods you worked as an hourly, non-exempt employee during the Class Period and/or PAGA Period is based on Defendant's records. To dispute this number of workweeks and/or pay periods credited to you, you must send written notice to the Settlement Administrator. To be valid, your written dispute of weeks worked must: (1) include your full name and address and (2) be accompanied by satisfactory evidence of the actual weeks and/or pay periods worked as an hourly, non-exempt employee for Defendant during the Class Period and/or PAGA Period, including any supporting documentation (e.g., copies of your pay stubs). To be timely, your written dispute of workweeks and/or pay periods worked must be mailed by first-class U.S. Mail, or the equivalent, to the Settlement Administrator *at the address provided below*, and be postmarked on or before _____, 2025.

The Parties and the Settlement Administrator will promptly evaluate the evidence submitted and discuss in good

faith how many workweeks and/or pay periods should be credited to the Class Member and/or Aggrieved Employee. The Settlement Administrator will make the final decision as to how many workweeks and/or pay periods should be credited to the Class Member and/or Aggrieved Employee and report the outcome to the Class Member and/or Aggrieved Employee.

7. How and when will I get a payment? How do I update my address?

How do I receive money from the Settlement? You do not need to do anything to receive your Individual Settlement Payment and/or Individual PAGA Payment. Just watch your mail for a check and cash it when you get it. If you do not exclude yourself from the Settlement, you will automatically receive money from the Settlement. You do not need to make a claim or take any other Actions to receive your share of the Settlement.

When will I receive my Settlement payment? Class Members who do not opt out of the Settlement will receive their payments only after the Court grants final approval to the Settlement and after any appeals are resolved. Aggrieved Employees will receive their payments only after the Court grants final approval to the Settlement and after any appeals are resolved. If there are appeals, resolving them can take time. Please be patient.

Settlement payment checks must be cashed soon after receipt. The Settlement checks will be able to be cashed for 180 days after they are issued. After 180 days, the Settlement checks will no longer be able to be cashed. Any funds represented by Settlement checks remaining uncashed for more than 180 days after issuance shall be transmitted to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Code of Civil Procedure Section 1500, *et seq.* in the names of those Participating Class Members and/or Aggrieved Employees who did not cash their checks until such time they claim their property.

Change of address. It is your responsibility to keep a current address on file with the Settlement Administrator to ensure that you receive your Settlement payment. If you change your address, or if this notice was not mailed to your correct address, you should immediately provide your current address to the Settlement Administrator. The Settlement Administrator can be reached at 1 (800) ###-####, or at the address provided below.

8. What claims are being released by the Settlement?

If the Settlement is approved by the Court, a Judgment will be entered by the Court. Upon Defendant's funding of the settlement, all Participating Class Members shall release the Released Parties from the Released Claims for the Class Period, which is defined as the period of time between May 20, 2020, and May 13, 2025.

The Released Claims are defined as all causes of Action and claims that were alleged in the Action or reasonably could have been alleged based on the facts and legal theories contained in the Action, including all of the following claims for relief: (i) failure to pay all minimum, regular rate, straight time, overtime, and double time wages due (Cal. Lab. Code §§ 510, 558, 1194, 1194.2, 1197, 1197.1, & 1198); (ii) failure to provide compliant meal periods (Cal. Lab. Code §§ 226.7 & 512); (iii) failure to provide compliant rest breaks (Cal. Lab. Code § 226.7); (iv) failure to timely pay wages during employment (Cal. Lab. Code §§ 204 & 210); (v) failure to provide complete, accurate wage statements (Cal. Lab. Code § 226); (vi) failure to pay wages timely at time of termination or resignation (Cal. Lab. Code §§ 201-203); (vii) failure to reimburse necessary business expenditures (Cal. Lab. Code §§ 2800 & 2802); (viii) unfair business practices that could have been premised on the claims, causes of Action or legal theories of relief described above or any of the claims, causes of Action or legal theories of relief pleaded in the operative complaint (Cal. Bus. & Prof. Code § 17200, *et seq.*); (ix) any claim for costs and attorneys' fees and expenses; and (x) any claim arising from the claims described above under applicable federal, state, local or territorial law as well as applicable regulations and Wage Orders (collectively, the "Released

Claims”). The Participating Class Members who cash their Settlement checks further acknowledge that they are releasing any claims they have against Defendant under the Fair Labor Standards Act (“FLSA”). Claims of Participating Class Members, if any, for vested benefits, wrongful termination, unemployment insurance, disability benefits, social security, workers’ compensation, claims while classified as exempt, and claims outside of the Class Period are not encompassed within the definition of “Released Claims.”

Any Class Member who does not request exclusion by the applicable deadline will be considered to have accepted the release and to have waived any and all of the Released Claims against the Released Parties.

If the Settlement is approved by the Court, a Judgment will be entered by the Court. Upon Defendant’s funding of the settlement, the State of California and all Aggrieved Employees shall release the Released Parties from the PAGA Released Claims for the PAGA Period, which is defined as the period of time between May 20, 2023, through May 13, 2025.

The PAGA Released Claims are defined as all claims for civil penalties pursuant to PAGA based upon all causes of Action and claims that were alleged in the Action or reasonably could have been alleged based on the facts and legal theories contained in the Action and/or the LWDA Exhaustion Letter including all of the following claims for relief: (i) failure to pay all minimum, regular rate, straight time, overtime, and double time wages due (Cal. Lab. Code §§ 510, 558, 1194, 1194.2, 1197, 1197.1, & 1198); (ii) failure to provide compliant meal periods (Cal. Lab. Code §§ 226.7 & 512); (iii) failure to provide compliant rest breaks (Cal. Lab. Code § 226.7); (iv) failure to timely pay wages during employment (Cal. Lab. Code §§ 204 & 210); (v) failure to provide complete, accurate wage statements (Cal. Lab. Code § 226); (vi) failure to pay wages timely at time of termination or resignation (Cal. Lab. Code §§ 201-203); (vii) failure to maintain accurate records (Cal. Lab. Code §§ 1174(d) & 1174.5); (viii) failure to reimburse necessary business expenditures (Cal. Lab. Code §§ 2800 & 2802); (ix) all claims under the California Labor Code Private Attorneys General Act of 2004 that could have been premised on the claims, causes of Action or legal theories described above or any of the claims, causes of Action or legal theories of relief pleaded in the Action; (x) any claim for costs and attorneys’ fees and expenses; and (xi) any claim arising from the claims described above under applicable federal, state, local or territorial law as well as applicable regulations and Wage Orders (collectively, the “PAGA Released Claims”). PAGA Released Claims for Aggrieved Employees who worked for Defendant in California during the PAGA Period shall have their claims released during the PAGA Period.

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

9. What are my options?

a. **Participate in the Settlement and Receive a Settlement Payment.** If you want to participate in the Settlement, you do not have to do anything. You will receive your Individual Settlement Payment automatically if the Settlement is finally approved by the Court. If applicable, you will receive your Individual PAGA Payment automatically if the Settlement is finally approved by the Court.

b. **Exclude yourself from the Settlement.** If you do not want to be part of the Settlement, you can request to be excluded from the Settlement by mailing a written Request for Exclusion to the Settlement Administrator. If you exclude yourself, you will not receive your Individual Settlement Payment, you will not be subject to the terms of the Settlement, and you will retain whatever rights you may currently have. To be valid, your Request for Exclusion must include: (i) your full name, (ii) your address, (iii) the last four digits of your Social Security number (or Tax ID), (iv) the following statement or a similar statement: “I wish to exclude myself from the

settlement reached in the matter of *Hernandez v. MMLW, LLC* I understand that by excluding myself, I will not receive any money from the Class settlement reached in this matter but may still be eligible for payment under the portion of the settlement allocated under PAGA.”; and (v) your signature. To be timely, a Request for Exclusion must be mailed by first-class U.S. Mail, or the equivalent, to the Settlement Administrator at the address provided below and be postmarked on or before [REDACTED], 2025.

If applicable, you may not exclude yourself from the PAGA Group and will be bound by the PAGA Released Claims.

c. **Object to the Settlement.** If you’re a Class Member, you can object to the Settlement if you don’t like any part of it. You can give reasons why you think the Court should not approve the Settlement. The Court will consider your views. If the Court rejects your objection and finally approves the Settlement, you will still be bound by the terms of the Settlement, but you will also receive a monetary award.

To object, you may submit a written objection stating why you object to the Settlement, or you may simply appear at the Final Approval Hearing set for [REDACTED], 2026 at [REDACTED] a.m. in the Orange County Superior Court and discuss your objection with the Court and the Parties at your own expense. Written objections must include: (i) your full name and address; (ii) the approximate dates of your employment at Defendant; (iii) a written statement of all grounds for the objection accompanied by any legal support for such objection; (iv) copies of any papers, briefs, or other documents on which the objection is based, if any; (v) your signature; and (vi) a statement of whether you intend to appear at the Final Approval Hearing, either in person or by counsel. To be timely, a written objection must be mailed by first-class U.S. Mail to the Settlement Administrator at the address provided below and be postmarked on or before [REDACTED], 2025.

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

10. Who are the attorneys representing the Plaintiff, the Settlement Class, and the PAGA Group?

The Court has appointed the following lawyers as “Class Counsel” to represent all Class Members:

John G. Yslas
john.yslas@wilshirelawfirm.com
Eugene Zinovyev
eugene.zinovyev@wilshirelawfirm.com
John Brown
john.brown@wilshirelawfirm.com
Lisa B. Iturriaga
lisa.iturriaga@wilshirelawfirm.com
Gabriella Solé
gabriella.sole@wilshirelawfirm.com
WILSHIRE LAW FIRM
660 S. Figueroa Street, Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

You will not be charged for these lawyers.

11. How will the attorneys for the Settlement Class and the PAGA Group be paid?

All payments for Class Counsel's attorneys' fees and costs will be made from the Maximum Settlement Amount. Class Counsel intends to request an award of attorneys' fees up to one-third (1/3) of the Maximum Settlement Amount (currently estimated to be One Hundred Ten Thousand, Four Hundred and Sixteen Dollars and Sixty-Six Cents (\$110,416.66)), plus reimbursement of reasonable, actual out-of-pocket costs incurred in the litigation, up to Twenty-Four Thousand Dollars and Zero Cents (\$24,000.00). Class Counsel has been prosecuting these Actions on behalf of Plaintiff and the Settlement Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs. The Court will decide the amount of fees and expenses to award at the Final Approval Hearing.

12. When and where will the Court decide to approve the Settlement?

The Court has preliminarily approved the settlement and will hold a hearing, called a Final Approval Hearing, to decide whether to give final approval to the Settlement. The Court will hold the Final Approval Hearing on [REDACTED], 2026, at [REDACTED] a.m., in Department CX103 of the Orange County Superior Court located at 751 West Santa Ana Blvd., Santa Ana, CA 92701, before the Honorable David A. Hoffer. At the Final Approval Hearing, the Court will rule on Class Counsel's request for attorneys' fees and litigation costs, the Class Representative Service Award, and the Settlement Administration Costs.

You are not required to attend the Final Approval Hearing, although any Class Member is welcome to attend the hearing. If you did not submit a Request for Exclusion, you or your attorney may appear at the hearing at your own expense and request to be heard. The Final Approval Hearing may be postponed without further notice.

13. Will I be subject to discipline if I participate in the Settlement?

No. Defendant approves the Settlement and will not retaliate in any way against any Class Member for participating in the Settlement. Your decision to participate, not participate, or object to this Settlement will not affect your employment with Defendant or Defendant's treatment of you as a former employee.

14. What is the Settlement Administrator's address?

Any Request for Exclusion, Notice of Objection, address change request, and all other correspondence intended for the Settlement Administrator must be mailed to the Settlement Administrator at the following address:

Hernandez v. MMLW, LLC

c/o [REDACTED]
[REDACTED]
[REDACTED]

Telephone: [REDACTED]

15. How Can I Get Additional Information?

If you have questions, you can call the Settlement Administrator at [REDACTED].

PLEASE DO NOT TELEPHONE THE COURT OR DEFENDANT'S MANAGERS, SUPERVISORS,
OR ATTORNEYS ABOUT THIS SETTLEMENT

They will not be able to assist you.

EXHIBIT 2

Theresa Chan

From: no-reply@formassembly.com
Sent: Friday, September 12, 2025 5:33 PM
To: Theresa Chan
Subject: Thank you for your Proposed Settlement Submission

[You don't often get email from no-reply@formassembly.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

09/12/2025 05:32:56 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

On 09/12/2025 05:32:56 PM your Proposed Settlement was successfully processed for case number LWDA-CM-1029302-24

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website:

https://nam12.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate_Attorneys_General_Act.htm&data=05%7C02%7Ctheresa.chan%40wilshirelawfirm.com%7Ccd0597295715416bb8e908ddf25d1eb3%7C9ada260a4f194da187b814d372333753%7C1%7C0%7C638933203934345735%7CUnknown%7CTWFPbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOilwLjAuMDAwMCIsIlAiOiJXaW4zMilslkFOljoiTWFpbiIsIldUljoyfQ%3D%3D%7C0%7C%7C%7C&sdata=8FPSDjyqp8oHQpwKs5sSAADnd%2BtA0GJ%2B2hzBvKn2xPg%3D&reserved=0

EXHIBIT 3

WILSHIRE LAW FIRM, PLC

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Los Angeles, CA 90010
Tel: (213) 381-9988
Fax: (213) 381-9989
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Bobby Saadian, Esq. JD/MBA

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John Yslas, Esq.	Jeffrey Bils, Esq.
Jon Teller, Esq.	Nathan Kingery, Esq.
Tae Kim, Esq.	Elizabeth Votra, Esq.
Daniel DeSantis, Esq.	Benjamin Haber, Esq.
Jennifer P. Burkes, Esq.	Ghazaleh Attaran, Esq.
Mary Caruso, Esq.	Adam Sherman, Esq.
Nicol Hajjar, Esq.	Jesenia Martinez, Esq.
Stephanie Mazepa, Esq.	Arrash Fattahi, Esq.
Thiago Coelho, Esq.	Jesse Chen, Esq.
Cameron Stewart, Esq.	Arsine Grigoryan, Esq.
Shahin Rezvan, Esq.	Diego Aviles, Esq.

May 20, 2024

LWDA

Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
(Via Online Submission)

MMLW, LLC

Attn.: Mackenzie Williams
1 Concepcion Street
Rancho Mission Viejo, CA 92694
(Via Certified Mail, Return Receipt Requested)
#9489 0090 0027 6621 6036 95

Matt Sgnilek

O'HAGAN MEYER LAW FIRM
4695 MacArthur Court, Suite 900
Newport Beach, CA 92660
Attorneys for Defendant MMLW, LLC
(Via Certified Mail, Return Receipt Requested)
#9489 0090 0027 6621 6037 01

Re: **Rigoberto Hernandez v. MMLW, LLC**
Notice of Labor Code Violations and PAGA Penalties

To Whom It May Concern:

Please be advised that my office has been retained by Rigoberto Hernandez ("Mr. Hernandez" or "Employee") to pursue a Labor Code Private Attorneys General Act of 2004 ("PAGA") representative action (Cal. Lab. Code §§ 2699, *et seq.*) against Employee's former employers, MMLW, LLC ("MMLW" or "Employers"). The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which we allege Employers engaged in with respect to Employee and potentially all of Employers' Aggrieved Employees.

Mr. Hernandez wishes to pursue this action on behalf of Employees as Aggrieved Employees, on behalf of the State of California, as well as on behalf of potentially all other persons who worked for MMLW in California as a non-exempt or hourly-paid employee at any time within the applicable statutory period (hereafter, the "Aggrieved Employees").

Employee and the Aggrieved Employees, or some of them, suffered the Labor Code violations described below.

Mr. Hernandez's Employment with MMLW

MMLW does business as Jersey Mike's Subs, an American restaurant chain. Employee's primary job functions included making and serving food to customers, cleaning, organizing, and assisting the supervisors and managers as needed. In performing Employee's duties, Employee was

regularly required to perform work (off-the-clock), without compensation. Due to understaffing and high workloads, Employee was also frequently deprived of an opportunity to take legally compliant meal and rest breaks. Employers failed to provide Employee and other Aggrieved Employees with the meal and rest break premiums as required by the Labor Code. Additionally, Employee necessarily incurred business-related expenses, but Employers failed to reimburse such business-related expenses. These are just non-exhaustive examples of the facts and theories the Employee asserts, which are described in more detail below.

Employers own/owned and operate/operated an industry, business, and establishment within the State of California. As such and based upon all the facts and circumstances incident to Employers' business in California, Employers are subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission ("IWC"), and the California Business & Professions Code.

Mr. Hernandez is a resident of Whittier, California who worked for Employers in Orange County, California as an hourly-paid, non-exempt employee from approximately November 2023 to approximately April 2024.

During Employee's employment for Employers, Employers paid Employee an hourly wage and classified Employee as non-exempt from overtime. Employers typically scheduled Employee to work at least five days in a workweek and at least eight hours per day, but Employee also worked more than eight hours in a workday and more than forty (40) hours in a workweek.

Throughout Employee's employment, Employers failed to pay for all hours worked (including minimum, straight time, and overtime wages), failed to provide Employee with legally compliant meal periods, failed to authorize and permit Employee to take rest periods, failed to timely pay all final wages to Employee when Employers terminated Employee's employment, failed to furnish accurate wage statements to Employee, failed to indemnify Employee for business expenditures, and failed to timely produce Employee's requested employment records. As discussed below, Employee's experience working for Employers was typical and illustrative.

Failure to Pay for All Hours Worked, Including Minimum, Straight Time, and Overtime Wages

Under California law, an employer must pay for all hours worked by an employee. "Hours worked" is the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In addition, Labor Code § 510 provides that employees in California shall not be employed more than eight hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the IWC is unlawful.

Throughout the statutory period, Employers failed to pay Employee and the Aggrieved Employees, or some of them, for all hours worked, including minimum, straight time, and overtime wages. Employers at time required Employee and the Aggrieved Employees, or some of them, to work "off-the-clock," uncompensated, by, for example, requiring Employee and the Aggrieved Employees to perform work during uncompensated meal periods and rest periods, and requiring

Employee and the Aggrieved Employees to perform work before clocking in and/or after clocking out. Some of this unpaid work should have been paid at the overtime rate. California Labor Code § 510 requires that employers compensate employees 1.5 times their regular rate of pay when employees work over eight hours per day, 40 hours per week, or when employees work up to eight hours on any seventh day of a workweek. Employers failed to properly calculate Employee's regular rate of pay when paying overtime, by failing to include all compensation in Employee's overtime calculations. In failing to pay for all hours worked, Employers also failed to maintain accurate records of the hours Employee and the Aggrieved Employees, or some of them, worked.

Throughout the statutory period, Employers also engaged in a practice of improper rounding. Under *Camp v. Home Depot U.S.A., Inc.* (2022) 84 Cal.App.5th 638, because Employers could and did track the exact time in minutes that Employee worked, they must pay for all time worked. When an employer uses an electronic timekeeping system to record time worked, this ability to "precisely capture time worked" means that "the employer must pay the employee for that worktime when due." (*Id.* at 671.) As a result of Employers' rounding policy, Employee consistently was not compensated at least minimum wage for all hours that Employee worked.

As a result, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 210, 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including minimum, straight time, and overtime wages.

Failure to Provide Meal Periods

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s).

Despite these legal requirements, Employers at times wrongfully failed to provide Employee and the Aggrieved Employees, or some of them, with their legally mandated 30-minute, uninterrupted, and duty-free meal period in a manner required by law (and also including but not limited to failing at times to provide Plaintiff, the Class, and the Aggrieved Employees, or some of them, the opportunity to leave the work premises to take meal periods). Employers also continued to assert control over Employee and the Aggrieved Employees, or some of them, by, among other things, requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory meal periods, or by denying Employee and the Aggrieved Employees, or some of them, permission to take a meal period under the conditions required by law, and without properly compensating Employee and the Aggrieved Employees, or some of them, for meal periods that were not provided as required by law. Employers also did not inform Employee of Employee's right to, nor permitted Employee to take, all of Employee's second meal periods when Employee worked at least ten hours of work in a workday and otherwise unlawfully pressured Employee to waive such breaks. Accordingly, Employers at times failed to provide meal periods to Employee and the Aggrieved Employees, or some of them, in compliance with California law.

Employee and the Aggrieved Employees, or some of them, are thus entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s). Employers, however, at times failed to pay Employee and the Aggrieved Employees, or some of them, the additional wages to which they were entitled for meal periods that were not provided.

As a result, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to provide meal periods and pay meal period premium wages.

Failure to Authorize and Permit Rest Periods

Employers are required by California law to authorize and permit breaks of ten uninterrupted minutes for each four hours of work or major fraction of four hours (i.e., more than two hours). Thus, for example, if an employee's work time is six hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

Throughout the statutory period, Employers at times have wrongfully failed to authorize and permit Employee and the Aggrieved Employees, or some of them, to take legally compliant rest periods in a manner required by law (and also including but not limited to failing, at times, to authorize and permit Plaintiff, the Class, and the Aggrieved Employees, or some of them, the opportunity to leave the work premises to take rest periods). Employers at times required Employee and the Aggrieved Employees, or some of them, to work in excess of four consecutive hours a day without Employers' authorizing and permitting Employee to take a 10-minute, uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours), or without compensating Employee and the Aggrieved Employees, or some of them, for rest periods that were not authorized or permitted.

Instead, Employers at times continued to assert control over Employee and the Aggrieved Employees, or some of them, by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory rest periods, or at times by denying Employee and the Aggrieved Employees, or some of them, permission to take a rest period. Accordingly, Employers at times failed to authorize and permit Employee and the Aggrieved Employees, or some of them, to take rest periods in compliance with California law. Employee and the Aggrieved Employees, or some of them, are thus entitled to be paid one hour of additional wages for each workday he or she was not authorized and permitted to take all required rest period(s). Employers, however, at times failed to pay Employee and the Aggrieved Employees, or some of them, the additional wages to which they were entitled for rest periods that they were not authorized and permitted to take.

As a result, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages.

Failure to Pay All Earned Wages Twice Per Month

Based on Employers' failure at times to pay Employee and the Aggrieved Employees, or some of them, for all wages as discussed above, Employers also violated Labor Code § 204.

Labor Code § 204 requires employers to pay employees all earned wages two times per month. Throughout the statute of limitations period applicable to this cause of action, employees were entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for overtime hours worked. However, at times, Employers failed and refused to pay the Employee all wages due, and failed to pay those wages twice a month, in that Employee was not paid all wages for all meal periods not provided by Employers, all wages for all rest periods not authorized and permitted by Employers, and all

wages for all hours worked. As a result, Employers owe Employee the legally required wages for unpaid wages, and Employee and the Aggrieved Employees, or some of them, suffered damages in those amounts.

Moreover, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code § 210 for failing to pay all earned wages twice per month.

Failure to Maintain Accurate Records of Hours Worked and Meal Periods

Employee seeks penalties under California Labor Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

Employers, however, at times failed to maintain accurate records of hours worked and all meal periods taken or missed by Employee and the Aggrieved Employees, or some of them.

Employers' failure to provide and maintain records required by the California Labor Code and the applicable IWC Wage Orders deprived Employee and the Aggrieved Employees, or some of them, the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Employers' records. Therefore, Employee and the Aggrieved Employees, or some of them, had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Employers. As a direct result, Employee and the Aggrieved Employees, or some of them, have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorneys' fees in seeking to compel Employers to fully perform their obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Employers' knowing failure, at times, to comply with the California Labor Code and applicable IWC Wage Orders, Employee and the Aggrieved Employees, or some of them, have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

Failure to Timely Pay All Wages at Termination

Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. Direct deposits of wages to an employee's bank, saving and loan, or credit union account that were previously authorized by the employee are immediately terminated when an employee quits or is discharged, and the payment of wages upon termination of employment in the manner described above shall apply unless the employee has voluntarily authorized that deposit and provided that the employer complies with the provisions of Labor Code § 213(d) relating to the payment of wages upon termination or quitting of employment.

Within the applicable statute of limitations, the employment of Employee and many other Aggrieved Employees ended, i.e., was terminated by quitting or being discharged, and the

employment of others will be terminated. However, during the relevant time period, Employers at times failed, and continue at times to fail, to pay Employee and terminated Aggrieved Employees, or some of them, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Employers' employment. These unpaid wages include wages for unpaid work time (including minimum, straight time, and overtime wages), missed meal period premium wages, and missed rest period premium wages. Employers also violated, and continue to violate, Labor Code section 213(d) by paying final wages (if any are paid at all) via direct deposit without the employee's voluntary authorization.

Employers' conduct violates Labor Code §§ 201 and 202. Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

Accordingly, Employee and the Aggrieved Employees, or some of them, are entitled to recover from Employers their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to thirty (30) days maximum pursuant to Labor Code § 203.

Moreover, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to timely pay all wages at termination, and for unlawfully making any such payment (if any) via direct deposit without the employee's voluntary authorization.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226(a) provides that every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. An employee is presumed to suffer an injury if this information is missing. (Lab. Code § 226(e)(2)(B)(iii).)

The statute further provides: "An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees." (Lab. Code § 226(e)(1).)

Throughout the statutory period, Employers at times failed to, and continue at times to fail, to timely furnish Employee and the Aggrieved Employees, or some of them, with accurate, itemized wage statements showing all applicable hourly rates, and all gross and net wages earned (including correct hours worked, correct wages for meal periods that were not provided in accordance with

California law, and correct wages for rest periods that were not authorized and permitted to take in accordance with California law).

Because Employers at times violated Labor Code § 226, Employee and similarly Aggrieved Employees, or some of them, suffered injury and damage to their statutorily protected rights. Accordingly, Employee and similarly Aggrieved Employees, or some of them, are entitled to recover from Employers the greater of their actual damages caused by Employers' failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per employee. Moreover, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code § 226.3 for failing to timely furnish accurate itemized wage statements.

Failure to Indemnify for Necessary Expenditures

Labor Code § 2802(a) provides that employers shall indemnify their employees for all necessary business expenditures or losses that have been incurred by the employees in direct discharge of his or her duties. Throughout the statute of limitations period applicable to this cause of action, Employers at times wrongfully required Employee and the Aggrieved Employees, or some of them, to pay expenses that they incurred in direct discharge of their duties for Employers. Employee and the Aggrieved Employees, or some of them, at times paid out-of-pocket for necessary employment-related expenses. Employee and the Aggrieved Employees, or some of them, incurred substantial expenses as a direct result of performing their job duties for Employers, but Employers failed to indemnify Employee and the Aggrieved Employees, or some of them, for these employment-related expenses.

As a result, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 2802 and 2699(f)(2) for failing to indemnify Employee and the Aggrieved Employees, or some of them, for necessary business expenditures.

Failure to Produce Requested Employment Records

Labor Code § 226 provides that current and former employees have the right to inspect or receive a copy of their records pertaining to their employment, upon reasonable request to their employer. Under this statute, an employer that receives a request to inspect or receive a copy of records pertaining to a current or former employee must comply with the request as soon as practicable, but no later than twenty-one (21) calendar days from the date of the request. Labor Code § 1198.5(a) also provides that every current and former employee, or his or her representative, has the right to inspect and receive a copy of the personnel records that the employer maintains relating to the employees' performance or to any grievance concerning the employee. Under this statute, upon written request from a current or former employee or his or her representative, an employer must make the contents of those personnel records available for inspection or provide a copy of the personnel records to the current or former employee, or his or her representative, not later than thirty (30) calendar days from the date the employer receives the written request, subject to some limited exceptions.

Labor Code § 432 provides that if an employee or applicant signs any instrument relating to the obtaining or holding of employment, he or she shall be given a copy of the instrument upon request. On information and belief, Employee and the Aggrieved Employees, or some of them, submitted written request(s) to Employers for their payroll records, timecards, and personnel records but did not timely receive them as required by the Labor Code.

As a result, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 226(f), 1198.5(k), and 2699 for failing to timely produce the requested records.

Recordkeeping Requirement Violations

California Labor Code section 1174 requires employers to keep “accurate and complete” payroll records showing, among other things, the hours worked daily by Employees and Aggrieved Employees. All applicable IWC Wage Orders, section 7 similarly requires employers to keep accurate time records reflecting the times during which all owed meal periods were provided each day.

Based on information and belief, Employers at times failed, and continue at times to fail, to keep accurate and complete payroll records as required by law, including but not limited to the following records: total daily hours worked, applicable rates of pay, time records showing when Employee and other Aggrieved Employees began and ended each work period, time records of meal periods, and accurate itemized wage statements.

Based on information and belief, Employers at times failed and continue at times to fail to keep accurate and complete records showing total hours worked by Employee and Aggrieved Employees, or some of them, by virtue of Employers’ time rounding and/or auto deduction policies and practices and/or other off-the-clock work policies and practices. Employers failed at times and continue at times to fail to keep accurate and complete records showing total hours worked by virtue of Employers’ failure to relieve Employee and Aggrieved Employees, or some of them, of all duties and Employers’ control for unpaid meal periods, resulting in unpaid hours worked.

Based on information and belief, Employers further failed at times, and continue at times to fail, to record the true start and end times of Employee’s and Aggrieved Employees’ meal periods, or some of them.

Based on further information and belief, Employers further failed at times and continue at times to fail, to record the true start and end times of Employee’s and Aggrieved Employees’ work shifts, or some of them.

Additionally, Employers at times failed, and continue at times to fail, to keep accurate records and issue accurate wage statements by not documenting accrued sick time for Employee and Aggrieved Employees, or some of them. Employers’ failure to keep “accurate and complete” payroll records for Employee and Aggrieved Employees, or some of them, violates Labor Code sections 1174, 1198, 1199, and all applicable IWC Wage Orders, section 7. These violations subject Employers to civil penalties under Labor Code sections 558.1, 226.6, 1174.5 and 2699. Each violation of each Labor Code section and Wage Order provision, for each Aggrieved Employee (or some of them), results in a separate civil penalty.¹

Violation of Wage Theft Protection Act of 2011

Based on information and belief, Employers failed at times, and continue at times to fail, to comply with the notice requirements of Labor Code section 2810.5 (i.e., the Wage Theft Protection Act of

¹ See Lab. Code §2699(f)(2) (establishing that the civil penalty is “for each aggrieved employee per pay period”).

2011) by, among other things, failing to provide Employee and Aggrieved Employees, or some of them, with the rates of pay and overtime rates of pay applicable to their employment, allowances claimed as part of the minimum wage, the regular payday designated by Employers, the name of the employer, including any “doing business as” names used, the name, address and telephone number of the workers’ compensation insurance carrier, information regarding paid sick leave, and other pertinent information required to be disclosed by Employers under Labor Code section 2810.5. Employee is informed and believes that failure to provide such information, including rates of pay that are in effect, has permitted Employers to pay Aggrieved Employees, or some of them, at rates of pay that were not agreed upon and violate minimum wage and overtime wage laws in California. Employee is additionally informed and believes that the notice requirement of Labor Code section 2810.5 involves a mandatory payroll or workplace injury reporting. Among other relief, Aggrieved Employees, or some of them, may collect from Employers in connection with these violations’ civil penalties pursuant to Labor Code sections 558 and 2699.

Violation of California Labor Code §§ 245-248.5

Throughout the relevant time period, Employers at times failed to provide proper paid sick leave to Employee and other Aggrieved Employees, or some of them. Employers either failed at times to provide paid sick leave at all or improperly calculated the sick leave accrual and the sick leave rate of pay owed to Employee and other Aggrieved Employees, or some of them, by failing at times to base the accrued sick leave hours on the correct number of hours worked (as a result of the rounding/automatic deduction policies and practices for meal periods and/or shift start and end times/other required off-the-clock work including but not limited to unpaid meal periods that were restricted to Employers’ premises) and by failing at times to incorporate multiple rates of pay and/or all non-discretionary remuneration, including but not limited to, non-discretionary bonuses, shift differential pay and/or other non-discretionary compensation into the sick leave pay rate calculation.

Based on information and belief, Employers further failed at times to provide notice of the correct sick leave amount balance available to Employee and other Aggrieved Employees, or some of them, on their wage statements or other written statement.

Based on information and belief, Employers at times failed to put Aggrieved Employees, or some of them, on notice of their paid sick leave rights, thereby failing at times to put their entitlement to sick leave in a Labor Code section 2810.5 notice. In addition, Employers at times failed to maintain accurate records of used sick leave and the balance of paid sick leave left to the Aggrieved Employees, or some of them.

Based on information and belief, Employers at times failed to provide notice of sick leave amount balance left for Employee and other Aggrieved Employees, or some of them, thus affecting their intelligent exercise of their paid sick leave. But for this failure, Employee, and other Aggrieved Employees, or some of them, would have used their paid sick leave at least prior to their respective separations, for as on several occasions thereafter, he or she would have been entitled to use the banked sick leave and earn appropriate compensation. This illegal retention of paid sick leave is unlawful, and Employee seeks all forms of injunctive relief, restitution, and declaratory relief as permitted by California law, on behalf of Employee and the Aggrieved Employees, or some of them.

In violation of Labor Code section 247.5, Employers at times failed to maintain records documenting the hours worked and paid sick days accrued and used by Employee and Aggrieved Employees, or some of them, permitting the presumption that Employee and these Aggrieved

Employees, or some of them, were entitled to the maximum number of hours accruable under this article.

Upon information and belief, Employers at times further failed and continue at times to fail to comply with Labor Code section 246, by failing to provide Employee and Aggrieved Employees, or some of them, with a Labor Code section 226 wage statement, or separate writing containing the amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, at the time it pays wages. Employers at times unlawfully retained and continue at times to retain paid sick leave that should have been paid but was not, as a result of Employers' failure, at times, to properly institute a paid sick leave program.

On information and belief, Employee alleges that these practices at times were experienced and continue to be experienced at times by other Aggrieved Employees, or some of them. Employee requests all appropriate relief under the PAGA and these statutes, including but not limited to the restitution of earned paid sick leave that could have been used, but was not due to Employers' sole failure to institute such a paid sick leave entitlement or paid sick leave bank as required by California law.

Accordingly, Employee and other Aggrieved Employees, or some of them, are entitled to injunctive relief, attorneys' fees, declaratory relief, restitution, and penalties as permitted by law. Employee requests all relief pursuant to the aforementioned code provisions, including but not limited to Labor Code sections 233 and 234, which incorporates the paid sick leave requirements.

Failure To Provide Supplemental Paid Sick Leave

Labor Code section 248.2 provides that all employers with 26 or more employees are required to provide up to 80 hours for covered employees to take 2021 COVID-19 Supplemental Paid Sick Leave to care for themselves, to care for a family member or if it is vaccine-related. Based on information and belief, Employers at times violated Labor Code section 248.2 by not providing Aggrieved Employees, or some of them, with required 2021 COVID-19 Supplemental Paid Sick Leave.

Refusal to Make Payment

Labor Code section 216 declares unlawful an employer's refusal to pay wages due and payable and/or denial of the validity of any claim to wages due.

Employers at times violated and continue at times to violate Labor Code section 216 by failing to pay Employee and Aggrieved Employees, or some of them, for all hours worked at the proper wage rate and by failing to pay Employee and Aggrieved Employees, or some of them, an additional hour of pay for each meal and/or rest period not provided or that was invalid. *Gould v. Maryland Sound Industries, Inc.* (1995) 31 Cal.App.4th 1137, 1154-1155. These violations subject Employers to civil penalties under Labor Code section 225.5. Each violation results in a separate civil penalty, for each Aggrieved Employee (or some of them) so affected, for each pay period (or some of them) during which the statute's provisions were violated.²

² Labor Code § 225.5 (establishing that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who unlawfully withholds wages due any employee in violation of sections 212, 216, 221, 222, or 223 shall be subject to a civil penalty...for each failure to pay each employee”) (emphasis added).

Seating Violations

Per section 14(A-B) of all applicable IWC Wage Orders, employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats and when they are not actively engaged in the work duties that would not permit them to be seated.

All applicable IWC Wage Orders, Section 14(A-B) provides:

(A) All working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats.

(B) When employees are not engaged in the active duties of their employment and the nature of the work requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to the work area and employees shall be permitted to use such seats when it does not interfere with the performance of their duties.

Suitable seating is one of the worker protections covered by California's Wage Orders, which have the same dignity as statutes, are remedial in nature and are to be broadly construed to effectuate the goal of protecting the comfort and welfare of employees. *Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004, 1027 (2012).

Based on information and belief, Employers at times failed to provide Aggrieved Employees, or some of them, with suitable seating, and when such employees, or some of them, were not engaged in duties which required them to stand, at times no seating was placed in reasonable proximity to their workstations.

Moreover, based on information and belief, the nature of the work reasonably permitted the use of seats for at least part of the time that Aggrieved Employees were working. Lastly, based on information and belief, Aggrieved Employees at times were not engaged in active duties of their employment, yet at times there were no suitable seats in reasonable proximity to the work area, and use of seats would not have interfered with the performance of their duties.

Employers' Aggrieved Employees worked in various positions. The nature of Employee's and other Aggrieved Employees' work, or some of them, reasonably permitted the use of seats. However, Employers at times failed to provide suitable seating in reasonable proximity to Aggrieved Employees' work areas, or some of them, in violation of section 14(A-B) of applicable Wage Orders, and Labor Code sections 1198 and 1199, subjecting Employers to civil penalties under Labor Code sections 1199 and 2699. Each violation of each Labor Code section and IWC Wage Order provision, for each Aggrieved Employee, or some of them, results in a separate civil penalty.³

Statutory Wage Violations

Labor Code section 223 makes it unlawful for an employer to secretly pay wages lower than required by statute while purporting to pay legal wages.

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³ See Lab. Code §2699(f)(2) (establishing that the civil penalty is "for each aggrieved employee per pay period").

As described above, Employers at times willfully and systematically denied Employee and other Aggrieved Employees, or some of them, of minimum and overtime wage compensation for all hours worked which resulted in the payment of less than statutorily required wages owed to them. Employers at times acted with the intent to deprive some or all of them of statutory wages, including, but not limited to, overtime wages and minimum wages, to which they were entitled to under California law.

Thus, Employers at times paid Employee and other Aggrieved Employees, or some of them, lower wages than those to which they were entitled, while purporting that Employee and all Aggrieved Employees were properly paid. As such, Employee and Aggrieved Employees, or some of them, are entitled to recover penalties, attorneys' fees, costs, and interest thereon, pursuant to Labor Code § 2699(f)-(g).

Failure to Pay Vested Vacation/Paid Time Off

California Labor Code section 227.3 provides that when an employer policy provides for paid vacations and/or paid time off, and an employee is terminated without having taken off his, her, or their vested vacation time, all vested vacation shall be paid to the employee as wages at the employee's final rate in accordance with such contract of employment or employer policy respecting eligibility or time served and that there shall be no forfeiture of vested vacation time or paid time off upon termination. Based on information and belief, Employers at times had and continue at times to have a policy and/or practice of failing to allow Aggrieved Employees, or some of them, and Exempt Aggrieved Employees, or some of them, to use their earned vacation/paid time off during their employment and failing at times to pay all vested, accrued paid time off to Aggrieved Employees, or some of them, and/or Exempt Aggrieved Employees, or some of them, upon separation of employment, in violation of California law, including but not limited to, Labor Code section 227.3.

Failure to Timely Provide Temporary Workers with Owed Wages

On information and belief, Employers at times had and have failed to provide temporary workers, or some of them, with owed wages weekly by not later than the regular payday of the following week. As a result, pursuant to Labor Code section 201.3, Employers would be liable for civil penalties pursuant to Labor Code sections 201.3.

Unlawful Agreements/ Unlawful Criminal History Inquiries

Unlawful Agreements

Labor Code section 432.5 provides that "no employer ... shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer ... to be prohibited by law." Based on information and belief, Employers at times required Employee, Aggrieved Employees and Exempt Aggrieved Employees, or some of them, to agree in writing to unlawful conditions of employment including but not limited to unlawful non-compete and/or non-solicitation agreements as well as unlawful criminal and/or financial checks as a condition of obtaining and/or continuing employment in violation of Labor Code section 432.5.

The California Labor Code places certain procedural and substantive limits on employers' ability to conduct employee background checks and on how employers can use the information they obtain through those background checks. Labor Code section 1024.5 states that employers, except for financial institutions, may order a credit check only if the individual works (or is applying to

work) in certain positions (e.g., managerial positions, financially related positions, and certain government positions). Additionally, the Investigative Consumer Reporting Agencies Act (ICRAA - CA Civil Code section 1786, et seq.) and the Fair Credit Reporting Act (FCRA - 15 U.S.C. section 1681, et seq.) mandate several requirements prior to and following an employee background check, including but not limited to identifying an appropriate reason for the background check, a separate consent form with required disclosures and certain formatting requirements, additional forms such as a summary of rights, a way by which to request a copy of the report, as well as proper notice of adverse actions taken, among other statutory requirements.

Based on information and belief, Employers at times ordered unlawful financial credit checks on Aggrieved Employees and Exempt Aggrieved Employees, or some of them, in violation of Labor Code section 1024.5, and at times required Aggrieved Employees and Exempt Aggrieved Employees, or some of them, to provide ongoing written consent to the unlawful credit checks as a condition of employment, in violation of California and Federal law, which results in a further violation of Labor Code section 432.5.

Based on information and belief, Employers also at times required Aggrieved Employees and Exempt Aggrieved Employees, or some of them, to submit and/or agree to submit in writing to unlawful criminal background checks as a condition of obtaining and/or holding employment in violation of the ICRAA and the FCRA. For example, based on information and belief, Employers required Employee to submit and/or agree to submit in writing to an unlawful background check as a condition of obtaining and/or holding employment in violation of, including but not limited to, Labor Code section 432.5.

Based on information and belief, Employers at times required Aggrieved Employees and Exempt Aggrieved Employees, or some of them, to agree in writing to a background check which failed to abide by the requirements set forth in California Civil Code section 1786, et seq. and 15 U.S.C. section 1681, et seq., including but not limited to by failing, at times, to provide a clear and conspicuous disclosure (and/or failing to provide any disclosure at all), failing at times to provide disclosures free of extraneous information, failing at times to provide a lawful purpose for the background check, failing at times to provide a summary of rights under the ICRAA and/or the FCRA, failing at times to provide a way by which the individual could request a copy of the report, failing at times to disclose the name, address, and telephone number of the third party preparing the report, and failing at times to properly obtain authorization or consent to such a background check, and thus was an unlawful background check.

By at times requiring Aggrieved Employees and Exempt Aggrieved Employees, or some of them, to agree in writing to unlawful criminal and/or financial checks not in conformance with the applicable laws, Employers violated Labor Code section 432.5.

Based on information and belief, Employers also at times required Aggrieved Employees and Exempt Aggrieved Employees, or some of them, to agree in writing to provide ongoing consent to Employers to conduct background checks throughout the duration of employment, in violation of the ICRAA and/or FCRA and/or other applicable laws, resulting in a further violation of Labor Code section 432.5, by at times requiring applicants and employees, or some of them, to agree to an unlawful provision as a condition of employment.

Based on further information and belief, Employers knew that requiring Aggrieved Employees and Exempt Aggrieved Employees, or some of them, to agree at times to unlawful criminal and/or financial background checks as a condition of obtaining and/or holding employment was unlawful.

By requiring Aggrieved Employees and Exempt Aggrieved Employees, or some of them, to agree at times in writing to unlawful provisions as a condition of employment, Employers violated Labor Code section 432.5.

Unlawful Inquires into Criminal History

Labor Code section 432.7 prohibits an employer from asking applicants about past arrest(s) unless they resulted in conviction(s) and even then, certain limitations apply. Based on information and belief, Employers at times asked Aggrieved Employees and Exempt Aggrieved Employees, or some of them, about arrests not resulting in convictions on their employment application, in violation of California law.

Upon information and belief, Employers, in violation of California law, including but not limited to the Fair Chance Act/the California Fair Employment and Housing Act (“FEHA”), at times asked Aggrieved Employees and Exempt Aggrieved Employees, or some of them, about convictions prior to extending an offer of employment and/or otherwise impermissibly inquired into criminal history on their employment application in violation of California law.

By asking, at times, about arrests not resulting in convictions, Employers violated Labor Code section 432.7. By asking, at times, about convictions at the application phase or prior to extending an employment offer, Employers violated California’s Fair Chance Act, and thereby violated Labor Code section 432.5 by unlawfully requiring Aggrieved Employees and Exempt Aggrieved Employees, or some of them, to agree in writing to disclose arrests and/or convictions as a condition of employment.

Unlawful PAGA Waiver

Additionally, Employers at times violated Labor Code section 432.5 by requiring Employee, Aggrieved Employees and Exempt Aggrieved Employees, or some of them, to agree in writing to other unlawful agreements, including but not limited to an unlawful waiver of PAGA and or representative actions, as a condition of employment.

An action pursuant to PAGA “...is a representative action on behalf of the state” *Kim v Reins Int’l California, Inc.*, (2020) 9 Cal. 5th 73, 86-87. It is well settled that agreements purporting to waive an employee’s right to a trial of PAGA claims is contrary to California law and unenforceable. See *Iskanian v CLS Transportation Los Angeles, LLC* (2014) 59 Cal. 4th 348, 384 (“We conclude that where, as here, an employment agreement compels the waiver of representative claims under the PAGA, it is contrary to public policy and unenforceable as a matter of state law.”).

Moreover, the California Supreme Court has ruled that a court cannot compel arbitration of an aggrieved employee’s individual PAGA claim because there is no such thing as an individual PAGA claim. *Kim v Reins Int’l California, Inc.*, (2020) 9 Cal. 5th 73, 86-87 (“There is no individual component to a PAGA action because ‘every PAGA action ... is a representative action on behalf of the state.’”).

Upon information and belief, Employers at times required Employee, Aggrieved Employees and Exempt Aggrieved Employees, or some of them, to agree in writing to waive their right to a trial of PAGA claims in violation of California law. By at times requiring Employee, Aggrieved Employees and Exempt Aggrieved Employees, or some of them, to agree, in writing, to an unlawful PAGA waiver, Employers at times required written agreement to an unlawful provision as a condition of employment, which is a violation of labor code section 432.5.

As such, Employee, Aggrieved Employees and Exempt Aggrieved Employees, or some of them, continue to be subject at times to various unlawful provisions as a condition of employment.

Preventing Employees from Using or Disclosing Skills, Knowledge, and Experience

On information and belief, Employers at times have prevented Employee and/or other Aggrieved Employees, or some of them, from using or disclosing the skills, knowledge, and experience they obtained at Employers for purposes of competing with Employers, including, without limitation, preventing Employees, or some of them, from disclosing their wages in negotiating a new job with a prospective employer, and from disclosing who else works at Employers and under what circumstances they might be receptive to an offer from a rival employer. As such, Employee is informed and believes, this violates Business and Professions Code sections 17200, 16600 and 16700 and, by virtue thereof, various provisions of the Labor Code, including Labor Code sections 232, 232.5, and 1197.5, subdivision (k). Employers would be liable for civil penalties pursuant to Labor Code section 2699.

Whistleblower Violations

On information and belief, Employers at times have prevented Employee and/or other Aggrieved Employees, or some of them, from disclosing violations of state and federal law, either within Employers to their managers or outside Employers to private attorneys or government officials, among others, in violation of Business and Professions Code section 17200, and thus in violation of Labor Code section 1102.5. In addition, Employee is informed and believes that these policies and/or practices at times prevent Employee and/or other Aggrieved Employees, or some of them, from disclosing information about unsafe or discriminatory working conditions, or about wage and hour violations in violation of Labor Code sections 98.6, 232, and 232.5. These violations of the Labor Code would expose Employers to liability for civil penalties pursuant to Labor Code section 2699.

Workplace Health and Safety Violations

On information and belief, Employers at times have failed to furnish and use safety devices and safeguards, and adopt and use practices, means, methods, operations and processes which are reasonably adequate to render such employment and place of employment safe and healthful, pursuant to, including but not limited to, Labor Code section 6401. Employee is informed and believes, and based thereon alleges, that Employers at times have required or permitted employees, or some of them, to go or be in any employment or place of employment which is not safe and healthful, pursuant to Labor Code section 6402. Employee is informed and believes, and based thereon alleges, that Employers at times have failed or neglected to provide and use safety devices and safeguards reasonably adequate to render the employment and place of employment safe; adopt and use methods and processes reasonably adequate to render the employment and place of employment safe; and do every other thing reasonably necessary to protect the life, safety, and health of employees, pursuant to Labor Code section 6403. Employee is informed and believes, and based thereon alleges, that these failures include, without limitation, at times failing to disinfect time clocks and other surfaces after use by Employee and/or other Aggrieved Employees, or some of them; at times failing to provide adequate protection equipment to Employee and/or other Aggrieved Employees, or some of them; and at times failing to provide adequate distance in working conditions between Employee and/or other Aggrieved Employees, or some of them.

On information and belief, Employers violated section 1527, 3366, 3457 and 8397.4 by failing at times to provide adequate and readily accessible sanitation facilities; a regular schedule for

servicing, cleaning, and supplying each facility to ensure it is maintained in a clean, sanitary and serviceable condition; an adequate supply of suitable cleansing agents, water, single-use towels or blowers; and a sufficient number of toilets to be used by each sex of employee.

Action for Civil Penalties Under PAGA

In light of the above, Employee alleges that Employers violated the following provisions of the Labor Code with respect to the Aggrieved Employees, or some of them:

1. Labor Code §§ 204, 510, 1194, 1197, and 1198 by failing at times to pay for all hours worked, including minimum wages, straight time wages, and overtime wages;
2. Labor Code § 226.7 and applicable Wage Orders by failing at times to provide meal periods;
3. Labor Code § 226.7 and applicable Wage Orders by failing at times to authorize and permit rest periods;
4. Labor Code § 204 by failing at times to pay all earned wages two times per month;
5. California Labor Code § 1174.5 and applicable Wage Orders by failing at times to maintain accurate records of hours worked and meal periods taken or missed;
6. Labor Code §§ 201 to 203 by willfully failing at times to pay all wages owed at termination;
7. Labor Code § 226 by failing at times to provide accurate itemized wage statements;
8. Labor Code § 2802 by failing at times to indemnify for necessary expenditures;
9. Labor Code §§ 226, 432, and 1198.5 by failing at times to timely produce requested payroll records, timecards, and personnel records;
10. Labor Code § 1174 by failing at times to keep accurate and complete payroll records;
11. Labor Code §§ 245-248.5 by failing at times to provide proper sick leave and supplemental paid sick leave;
12. Labor Code § 216 for refusal at times to pay wages due and payable and/or denial at times of the validity of any claim to wages due;
13. Labor Code § 223 for at times secretly paying wages lower than required by statute while purporting to pay legal wages;
14. Labor Code § 227.3 for failure at times to pay vested vacation and/or paid time off;
15. Section 14(A-B) of all applicable IWC Wage Orders for failure at times to provide suitable seating;
16. Labor Code § 432.5 for unlawful agreements;
17. Labor Code § 201.3 for failure at times to timely provide temporary workers, or some of them, with wages;
18. Labor Code §§ 98.6, 232, 232.5, 1102.5, and 1197.5 for at times preventing employees, or some of them, from using or disclosing the skills, knowledge and experience they obtained at Employers, and whistleblower violations;
19. Labor Code § 432.7 for unlawful inquiries at times into criminal histories; and

LWDA

Notice of Labor Code Violations and PAGA

May 20, 2024

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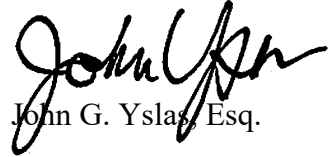
20. Labor Code §§ 1527, 3366, 3457, 8397.4, 6401, and 6401 for workplace health and safety violations.

Therefore, on behalf of potentially Aggrieved Employees, Employee seeks applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ 210, 226.3, 1174.5, 1197.1, and 2699.

Employee has placed Employers on notice by mailing a certified copy of this correspondence, as indicated on the first page. Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,

WILSHIRE LAW FIRM

A handwritten signature in black ink, appearing to read "John Yslas", written over the printed name.

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Attorneys for Plaintiff Rigoberto Hernandez,
individually, and on behalf of all others similarly
situated

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

RIGOBERTO HERNANDEZ, individually, and
on behalf of all others similarly situated,

Plaintiff,

vs.

MMLW, LLC, a California limited liability
company; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 30-2024-01400837-CU-OE-CXC
[Related Case No.: 30-2024-01414088-CU-
OE-CXC]

Assigned for all purposes to:
Hon. David A. Hoffer, Dept. CX-103

**DECLARATION OF RIGOBERTO
HERNANDEZ IN SUPPORT OF
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Date: November 24, 2025
Time: 1:30 p.m.
Dept.: CX-103
Reservation No. 74658128

I, Rigoberto Hernandez, hereby declare as follows:

1. I have personal knowledge of the facts set forth herein and if called upon to testify, I could and would do so competently under oath. I make this declaration in support of my Motion for Preliminary Approval of Class Action and PAGA Settlement.

2. I worked for MMLW, LLC ("MMLW") as an hourly-paid, non-exempt shift lead from around November 2023 to April 2024.

3. Based on my experience and knowledge of MMLW's wage and hour policies and my familiarity with its employment practices, I worked with my attorneys to bring claims on my own behalf as well as on behalf of other hourly-paid, non-exempt employees of MMLW.

4. I am seeking to become a class representative in this case. I believe my experiences are similar to other hourly-paid, non-exempt employees of MMLW. I believe we were all subject to the same employment policies and practices.

5. I do not have any conflicts with other hourly-paid, non-exempt employees that would interfere with my ability to represent them. I believe I will adequately represent the other hourly-paid, non-exempt employees at MMLW.

6. My interests as a named plaintiff in this case are not adverse to the interests of the other hourly-paid, non-exempt employees. I believe my interests are the same as the other employees because we were all subject to the same policies and practices and were similarly injured by MMLW's company-wide policies and practices. I am seeking the same recovery on behalf of myself and the other employees, which is to collect unpaid wages, penalties, and interest that are owed to us by MMLW.

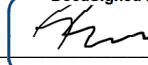
7. I have always kept the best interests of the other hourly-paid, non-exempt employees in mind while performing my duties as the named plaintiff in this case. I have been committed throughout the course of this case to vigorously prosecuting this case on behalf of myself and the other employees. I believe that I have demonstrated my ability to advocate for the interests of the other hourly-paid, non-exempt employees by initiating this lawsuit, providing documents and information to my attorneys, keeping in regular contact with my attorneys regarding the status of

1 the case, assisting my attorneys in preparation for mediation, and reviewing the settlement
2 agreement to make sure it was fair.

3 8. I will continue to actively participate in this lawsuit as necessary, and will continue
4 to make myself available to assist in this case moving forward as needed.

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

7 Executed on September 12, 2025 at Whittier, California.

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9 DocuSigned by:
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11 77ADEFC58866E44B
12 Rigoberto Hernandez
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