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**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

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

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

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

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

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

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

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

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

<i>To Class Counsel:</i>	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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|||||
<<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.