

D.LAW, INC.

Roman Shkodnik (SBN 285152)

Mason Doidge (SBN 352604)

Enoch J. Kim (SBN 261146)

Arianna N. Razi (SBN 356930)

250 N. Madison Avenue, 2nd Floor

Pasadena, CA 91101-1639

Telephone: (818) 962-6465

Facsimile: (818) 962-6469

Emails: r.shkodnik@d.law, m.doidge@d.law, e.kim@d.law, a.razi@d.law

Attorneys for Plaintiffs KRISTINE GHUKASYAN and BRIANNA MENESES,
on behalf of themselves and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

KRISTINE GHUKASYAN, on behalf of
herself and others similarly situated,

Plaintiff,

vs.

MANGO NY, INC., a Delaware
corporation; MANGO, an entity of unknown
form; and DOES 1 through 50, inclusive

Defendants.

Case No.: 24STCV18124

CLASS ACTION

Assigned for All Purposes To:

Hon. Theresa M. Traber

Dept.: 1

**DECLARATION OF ENOCH J. KIM IN
SUPPORT OF PLAINTIFFS' MOTION FOR
FINAL APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT AGREEMENT**

Date: October 22, 2026

Time: 10:30 a.m.

Dept.: 1

Original Complaint Filed: July 19, 2024

First Amended Complaint Filed: August 26, 2024

Second Amended Complaint Filed: March 18, 2026

Trial Date: None Set

DECLARATION OF ENOCH J. KIM

I, Enoch J. Kim, declare as follows:

1. I am an attorney licensed and admitted to practice before all courts of the State of California, the United States District Court for the Central, Southern, Eastern, and Northern Districts of California. I am Senior Counsel at D.LAW, INC. and counsel for plaintiffs Kristine Ghukasyan and Brianna Meneses ("Plaintiffs"), on behalf of themselves and all other similarly situated employees of defendant Mango NY, Inc. ("Defendant") ("Plaintiffs and Defendant collectively referred to herein as "the Parties").

2. All of the matters set forth herein are within my personal knowledge. I submit this Declaration in support of Plaintiffs' Motion for Final Approval of Class Action and PAGA Settlement Agreement ("Motion"). Unless otherwise defined herein, all capitalized terms in this Motion will be used as such terms are defined and used in the Settlement.

CASE HISTORY

3. On July 19, 2024, Plaintiff Ghukasyan commenced a Class Action by filing a Complaint alleging causes of action against Defendant and MANGO, an entity of unknown form, for (1) Failure to Pay Minimum Wages; (2) Failure to Pay Wages and Overtime Under Labor Code § 510; (3) Meal-Period Liability Under Labor Code § 226.7; (4) Rest-Break Liability Under Labor Code § 226.7; (5) Failure to Pay Vacation Wages; (6) Failure to Comply with Labor Code §§ 245 *et seq.* and 246; (7) Reimbursement of Necessary Expenditures Under Labor Code § 2802; (8) Violation of Labor Code § 226(a); (9) Failure to Keep Required Payroll Records Under Labor Code §§ 1174 and 1174.5; (10) Penalties pursuant to Labor Code § 203; and (11) Violation of Business & Professions Code § 17200 *et seq.* (the "Action").

4. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff Ghukasyan gave timely written notice to Defendant and California's Labor and Workforce Development Agency ("LWDA") by sending her PAGA Notice on June 20, 2024 (LWDA-CM-1035331-24). Plaintiff Ghukasyan filed her First Amended Complaint, which adds a twelfth cause of action for Penalties Pursuant to Labor Code § 2699, *et seq.* on August 26, 2024.

5. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs gave timely written

1 notice to the LWDA by sending their amended PAGA Notice on February 5, 2026 (LWDA-CM-
2 1035331-24). Plaintiffs subsequently filed their Second Amended Class Action Complaint
3 (“Operative Complaint”), which adds Brianna Meneses as a named Plaintiff and Class
4 Representative on March 18, 2026.

5 6. The Parties agreed to explore early resolution via mediation and engaged in informal
6 discovery prior to mediation. After exchanging and reviewing informal discovery and participating
7 in mediation, the Parties reached a settlement after engaging in additional settlement discussions
8 with the mediator. On May 18, 2026, this Court entered an Order Granting Plaintiffs’ Motion for
9 Preliminary Approval of Class Action and PAGA Settlement Agreement (“Preliminary Approval
10 Order”).

11 7. The Settlement is the product of extensive arm’s-length negotiations between the
12 Parties. The Parties are represented by experienced class action attorneys. In order to reach the
13 Settlement, the Parties debated and discussed many difficult legal and factual issues. Moreover,
14 during the process, the Parties were required to make reasonable compromises in light of the facts,
15 issues, and risks presented in this Action. Class Counsel considered the uncertainty and risks of
16 further litigation, and the difficulties inherent in such litigation. Class Counsel also considered the
17 burdens of proof necessary to establish liability against Defendant and Defendant’s defenses, the
18 length and complexity of the trial itself, and the risks of further delays and expenses arising from
19 possible appeals. Defendant contends that the Class would not be able to establish its entitlement to
20 the full extent of the relief it is seeking, and promised to mount a vigorous defense. On the other
21 hand, Plaintiffs believe that there is ample evidence to support the class allegations. Assessment of
22 all of these factors indicated that the best interests of Class Members would be served by a
23 settlement of this Action in the manner and upon the terms set forth in the Parties’ Class Action and
24 PAGA Settlement Agreement (“Settlement Agreement” or “Settlement”).

25 8. To reiterate, under the terms of the proposed Settlement, the amount available for
26 distribution to Class Members who do not opt-out of the Settlement is \$300,000.00 less the
27 following deductions: (1) up to \$100,000.00 to Class Counsel for attorneys’ fees (“Class Counsel
28 Fees Payment”); (2) \$20,325.85 to Class Counsel for reimbursement of actual costs incurred in

prosecuting the Action (“Class Counsel Litigation Expenses Payment”); (3) up to \$10,000.00 to Plaintiff Kristine Ghukasyan and \$5,000.00 to Plaintiff Brianna Meneses (for a total of \$15,000.00) for the Class Representative Service Payments; (4) up to \$7,385.00 for the Administration Expenses Payment to Apex Class Action, LLC (“Apex”); and (5) the PAGA Penalties of \$30,000.00 for claims asserted under PAGA, of which 65% will be payable to the LWDA and 35% will be payable to the Aggrieved Employees on a *pro rata* basis (“Individual PAGA Payment”).

9. From my experience in wage and hour litigation, the present Settlement has resulted in a substantial benefit to Class Members. In fact, the highest Individual Class Payment to a Participating Class Member is currently estimated to be approximately \$2,217.00, the average Individual Class Payment is currently estimated to be approximately \$551.04, and the lowest Individual Class Payment is currently estimated to be approximately \$20.92. (Declaration of Missy Carey, filed concurrently herewith (“Carey Decl.”), ¶ 17.)¹

SETTLEMENT ADMINISTRATION

10. The Settlement was fairly administered. After the Court entered the Preliminary Approval Order, on June 1, 2026, Apex sent the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval (“Class Notice”) to all 231 individuals’ last-known mailing addresses using U.S. First Class Mail and made significant efforts to locate Class Members and Aggrieved Employees, including performing skip traces on those employees who could not be located. (Carey Decl., ¶¶ 6–7.)

11. Of the 231 individuals who were sent the Class Notice, Apex received 74 returned Class Notices as undeliverable. (*Id.* at ¶ 8.) Apex conducted a computerized skip trace on the 74 returned Class Notices in order to acquire updated addresses for the purpose of re-mailing the Class Notices. (*Id.*) The skip trace effort resulted in obtaining 70 updated addresses, to which Apex promptly re-mailed the Class Notices to those Class Members and Aggrieved Employees via U.S. First Class Mail. (*Id.*) As of the date of the Administrator's declaration, there have been 70 Class Notices re-mailed as a result of Apex's skip tracing efforts, and 4 Class Notices have been considered undeliverable as no updated address was found despite conducting skip tracing. (*Id.* at ¶¶

¹ These calculations are based on Class Counsel's actual costs of \$20,325.85.

8–9.)

12. Class Notices were distributed in accordance with the Court’s Preliminary Approval Order, and the response was excellent. Here, the deadline for submitting a Request for Exclusion from the Settlement, challenging the number of Workweeks and/or PAGA Pay Periods, and objecting to the Settlement was July 31, 2026. (Carey Decl., ¶¶ 11–13.) As of the deadline, **zero Class Members objected** to the Settlement, **zero challenged** the number of Workweeks and/or PAGA Pay Periods, and **zero opted out** of the Settlement. (*Id.*) Therefore, there is a total of 231 Participating Class Members, representing 100% of the total 231 Class Members. (*Id.* at ¶ 14.)

13. The fact that there was a 100% participation rate indicates that the persons most affected by Defendant’s alleged practices and who stand to benefit most from the Settlement agree that this is an outstanding result and a strong indication that the Settlement is fair and adequate, and that Class Members found it to be so.

14. Apex requests an Administration Expenses Payment of \$7,385.00. (*Id.* at ¶ 20.)

REQUEST FOR ATTORNEYS’ FEES AND COSTS

15. The preliminarily approved Settlement calls for the payment of up to \$100,000.00 in attorneys’ fees, plus up to \$30,000.00 of Class Counsel’s costs (Class Counsel’s actual costs in this matter are \$20,325.85, which is less than the allocated amount in the Settlement Agreement). This request is fair, reasonable, and adequate to compensate Class Counsel for the substantial work they have put into this case and the risk they assumed by taking it in the first place. The attorneys’ fees award is intended to reimburse Class Counsel for all uncompensated work that they have already done and for all the work they will continue to do in carrying out and overseeing the administration of the Settlement. To provide the Court with an overview of the work done by Class Counsel in this case, Class Counsel’s contemporaneous time records substantiating the 158.7 hours worked is attached hereto as **Exhibit 1**.

The Lodestar Method

16. Class Counsel’s lodestar calculation supports the requested attorneys’ fees. The lodestar calculation typically proceeds in three steps. First, a trial court must determine a baseline guide or “lodestar” figure based on the time spent and reasonable hourly compensation for each

1 attorney involved in the case. *Serrano v. Priest* (1975) 20 Cal.3d 25, 48. The court then sets a
2 reasonable hourly fee to apply to the time expended, with reference to the prevailing rates in the
3 geographical area in which the action is pending. *Bihun v. AT&T Information System* (1993) 13
4 Cal.App.4th 976, 997. Finally, a “multiplier” is selected with reference to the following factors: (1)
5 the novelty and difficulty of issues involved, (2) the skill displayed in presenting them, (3) the
6 extent to which the nature of the litigation precluded other employment by the attorneys, and (4) the
7 contingent nature of the fee award, based on the uncertainty of prevailing on the merits and of
8 establishing eligibility for the award. *Serrano, supra*, 20 Cal.App.3d at 49.

9 17. Class Counsel charges rates commensurate with the prevailing market rates in the
10 Los Angeles area for attorneys of comparable experience and skill handling complex litigation.
11 Aside from being warranted by our skill, experience and ability, Class Counsel’s rates that were
12 used in application of the lodestar cross check in this case are supported by the Laffey Matrix
13 attached hereto as **Exhibit 2** and the adjustments thereto based on locality, years of experience, and
14 position within the firm.²

15 18. Working closely with the other attorneys in my firm, including on motions for
16 attorneys’ fees, I am aware of the experience and achievements of the counsel involved in this
17 matter as well as the rates which would be charged if our work was on an hourly basis. Based on
18 this information, I believe that my rate and the rates of the attorneys in my firm are reasonable,
19 appropriate, and fully consistent with the market rate for attorneys with comparable expertise,
20 experience, and qualifications in Los Angeles.

21 19. I am Senior Counsel at D.Law where I manage the class action and PAGA settlement
22 department. I was admitted to the California Bar in December 2008. I received my J.D. from
23 Pepperdine University School of Law and B.S. from University of Southern California. Since
24 graduating from law school, I have dedicated virtually my entire career on the practice of
25 employment law. I have practiced employment law from the plaintiff’s side, defense side, and from

26 ² The lodestar crosscheck yields a modest multiplier when rates from the Los Angeles locality adjusted Laffey Matrix
27 are used. The hourly rates found in the 2025-2026 adjusted Laffey Matrix focus on the costs of legal services within the
28 Washington-Baltimore-Arlington area and therefore adjustments based on differences in cost of legal services in
different localities allows for better assessment of reasonableness. Therefore, an averaged adjustment rate of .025 to the
Laffey Matrix provides a satisfactory adjustment to the Laffey Matrix to adjust for locally prevalent rates of pay in Los
Angeles.

1 an in-house position. I have significant experience specifically working on wage and hour class and
2 PAGA actions from the plaintiff's side as well as the defense side, with the majority of my
3 experience coming from the plaintiff's side. Given my experience and the focus of my practice in a
4 highly specialized area of law, my rate is \$1,350.00 per hour. Throughout the course of this
5 litigation, I have spent approximately 10.9 hours on this matter. My lodestar for my hours spent on
6 this case amounts to approximately \$14,715.00 (10.9 x \$1,350.00 = \$14,715.00).

7 20. Attorney Roman Shkodnik is Senior Counsel at D.Law and counsel of record for
8 Plaintiff. He received his Bachelor of Arts in history and political science from the University of
9 California, Los Angeles, in 2007. He then earned his Juris Doctorate from Loyola Law School in
10 May of 2011. Upon graduating from law school, he has exclusively focused his practice on
11 representing employees including in wage-and-hour class actions. During his career, he has
12 represented employees in over 100 wage-and-hour class action lawsuits as lead or co-lead counsel
13 (including in the Central, Southern, Eastern and Northern Districts of California), and he has
14 obtained six and seven figure settlements against a range of defendants, including Fortune 500
15 companies. These cases have involved the gamut of wage-and-hour claims, including claims for
16 failure to pay minimum wages, unpaid wages and overtime, inaccurate pay statements, and failure
17 to pay timely wages - similar to claims at issue in the present matter. He is experienced and
18 qualified to evaluate the representative claims, to evaluate settlement versus trial on a fully
19 informed basis, and to evaluate the viability of the defenses. Given his experience and the focus of
20 his practice in a highly specialized area of law, his rate is \$1,345.00 per hour. Throughout the
21 course of this litigation, attorney Roman Shkodnik estimates he has spent at least 18.5 hours
22 litigating this matter. Accordingly, Mr. Shkodnik's lodestar in this matter is \$24,882.50 (18.5 x
23 \$1,345.00 = \$24,882.50).

24 21. Associate Attorney Emma Geesaman received her Bachelor of Arts in political
25 science from Boston University in 2019. She then earned her Juris Doctorate from Case Western
26 Reserve University Law School in May of 2023. Upon graduating from law school, she has
27 exclusively focused her practice on representing employees including in wage-and-hour class
28 actions. Given her experience and the focus of her practice in a highly specialized area of law, her

1 rate is \$610.00 per hour. Throughout the course of this litigation, attorney Emma Geesaman
2 estimates she has spent at least 7.8 hours litigating this matter. Accordingly, Ms. Geesaman's
3 lodestar in this matter is \$4,758.00 (7.8 x \$610.00 = \$4,758.00).

4 22. Attorney Mason Doidge received his bachelor's degree from Eastern Washington
5 University in March 2019, and from University of California, Irvine School of Law in May 2023.
6 He has been in practice with the law firm of D.Law, Inc. since August 2024, focusing exclusively in
7 the area of employment law and has been involved in numerous cases in all aspects from pre-filing
8 through settlement, including California and Federal wage and hour class actions. Given his
9 experience and the focus of his practice in a highly specialized area of law, his rate is \$610.00 per
10 hour. Throughout the course of this litigation, attorney Mason Doidge estimates he has spent at least
11 52.3 hours litigating this matter. Accordingly, Mr. Doidge's lodestar in this matter is \$31,903.00
12 (52.3 x \$610.00 = \$31,903.00).

13 23. Attorney Arianna Razi received her bachelor's degree from the University of
14 California, Davis in 2020, and her Juris Doctorate degree from Loyola Law School, Los Angeles in
15 2024. Upon graduating from law school, she has exclusively focused her practice on representing
16 employees including in wage-and-hour class and PAGA actions. Given her experience and the
17 focus of her practice in a highly specialized area of law, her rate is \$559.00 per hour. Throughout
18 the course of this litigation, Arianna Razi estimates she has spent at least 55.5 hours litigating this
19 matter. Accordingly, Ms. Razi's lodestar in this matter is \$31,024.50 (55.5 x \$559.00 =
20 \$31,024.50).

21 24. I have also reviewed the files and billable records for paralegal Katheryn Perez. Ms.
22 Perez graduated in 2023 from the University of California, Los Angeles with a degree in Political
23 Science. Since joining D.Law, Inc. Ms. Perez has worked exclusively on wage and hour matters
24 class and representative action cases. In November 2025, managing partner David Yeremian of
25 D.Law attested to Ms. Perez' paralegal qualifications, under Business & Professions Code section
26 6450(c)(3), affirming her capabilities handling paralegal tasks. Given her experience, her current
27 hourly rate is \$277.00 (adjusted Laffey Matrix rate of \$283.93). Throughout the course of this
28 litigation, Ms. Perez estimates she has spent at least 2.6 hours litigating this matter. Accordingly,

1 Ms. Perez's lodestar in this matter is \$720.20 ($2.6 \times \$277.00 = \720.20).

2 25. I have also reviewed the files and billable records for former certified paralegal José-
3 Ernesto López. On January 24, 2013, Mr. López earned the Posse Foundation's full tuition
4 Leadership Scholarship, and in 2017, he graduated from Kalamazoo College, earning a Bachelor of
5 Arts in Political Science. In 2017, he began employment as a legal assistant for the Michigan
6 Advocacy Program. In 2018, he was promoted to paralegal and served in that position for a total of
7 three years. In 2023, Mr. López earned his ABA-approved Certificate in Paralegal Studies with
8 distinction from the University of California, Los Angeles Extension meeting the requirements of
9 Business & Profession Code section 6450(c)(1). In 2023, Mr. López joined D.Law, Inc. as a
10 litigation paralegal, focusing exclusively on wage and hour class action and representative cases.
11 Given his experience, his current hourly rate is \$277.00 (adjusted Laffey Matrix rate of \$283.93).
12 Throughout the course of this litigation, Mr. Lopez estimated he had spent at least 0.1 hours
13 litigating this matter. Accordingly, Mr. Lopez's lodestar in this matter is \$27.70 ($0.1 \times \$277.00 =$
14 \$27.70).

15 26. I have also reviewed the files and billable records for certified paralegal Jonathan
16 Morataya. Jonathan Morataya graduated magna cum laude from California State University,
17 Northridge with a Bachelor of Arts degree in Political Science with a focus in Law and Society. He
18 began his legal career in 2022 in wage and hour employment matters and was promoted to Senior
19 Paralegal. In December 2023, managing partner of Abramson Labor Group certified his experience
20 as a paralegal under Business & Profession Code section 6450(c)(3). In 2025, Mr. Morataya earned
21 his ABA-approved Certificate in Paralegal Studies from Pasadena City College meeting the
22 requirements of Business & Profession Code section 6450(c)(1). Given his experience, his current
23 hourly rate is \$332.00 (adjusted Laffey Matrix rate of \$283.93). Throughout the course of this
24 litigation, Mr. Morataya estimates he has spent at least 7.7 hours litigating this matter. Accordingly,
25 Mr. Morataya's lodestar in this matter is \$2,556.40 ($7.7 \times \$332.00 = \$2,556.40$).

26 27. I have also reviewed the files and billable records for certified paralegal Janet
27 Linares. Ms. Linares graduated from California State University, Northridge with a Bachelor of
28 Science, Business Administration with a focus in Business Law and a minor in Finance. She began

her legal career in 2022, in immigration matters as a legal assistant/secretary. In August of 2025, she completed the UCLA – Extension’s Paralegal Training Program. In November 2025, managing partner of D.Law, Inc. David Yeremian certified her experience as a paralegal under Business & Profession Code section 6450(c)(3). Given her experience, her current hourly rate is \$277.00 (adjusted Laffey Matrix rate of \$283.93) Throughout the course of this litigation, Ms. Linares estimates she has spent at least 0.7 hours litigating this matter. Accordingly, Ms. Linares’ lodestar in this matter is \$193.90 ($0.7 \times \$277.00 = \193.90).

28. I have also reviewed the files and billable records for certified paralegal Anne Beuttel. Anne Beuttel graduated from Mount Saint Mary's University in 2020 with a bachelor's degree in liberal arts. In 2024, Ms. Beuttel received a Paralegal verification meeting the requirements pursuant to California Business and Professions Code Section 6450(c)(3). Given her experience, her current hourly rate is \$305.00 (adjusted Laffey Matrix rate of \$283.93). Throughout the course of this litigation, Ms. Beuttel estimates she has spent at least 2.0 hours litigating this matter. Accordingly, Ms. Beuttel’s lodestar in this matter is \$610.00 ($2.0 \times \$305.00 = \610.00).

29. Akiko Anna Iwata earned her baccalaureate degree from Loyola Marymount University with a double-major in International Relations and Sociology, and a minor in Asian and Pacific Studies. She began her legal career in 2022 in real estate matters as a legal assistant and continued to work in Lemon Law as an attorney's assistant and then Paralegal in 2024. She completed a year of full-time paralegal experience and gained the requisite skills to earn her paralegal declaration in 2025. Given her experience, her current hourly rate is \$332.00 (adjusted Laffey Matrix rate of \$283.93). Throughout the course of this litigation, Ms. Iwata estimates she has spent at least 0.6 hours litigating this matter. Accordingly, Ms. Iwata’s lodestar in this matter is \$199.20 ($0.6 \times \$332.00 = \199.20).

30. The below table summarizes Class Counsel’s total hours, billables, and costs:

<u>Attorney/Firm</u>	<u>Total Hours</u>	<u>Total Billables</u>	<u>Costs</u>
Enoch Kim (D.LAW)	10.9	\$14,715.00	\$20,325.85
Roman Shkodnik (D.LAW)	18.5	\$24,882.50	
Emma Geesaman	7.8	\$4,758.00	

(D.LAW)			
Mason Doidge (D.LAW)	52.3	\$31,903.00	
Arianna Razi (D.LAW)	55.5	\$31,024.50	
Katheryn Perez (D.LAW)	2.6	\$720.20	
Jose Lopez (D.LAW)	0.1	\$27.70	
Jonathan Morataya (D.LAW)	7.7	\$2,556.40	
Janet Linares (D.LAW)	0.7	\$193.90	
Anne Beuttel (D.LAW)	2.0	\$610.00	
Akiko Anna Iwata (D.LAW)	0.6	\$199.20	
Totals:	158.7	\$111,590.40	\$20,325.85

31. Multiplying the total hours billed by Class Counsel to the litigation by their reasonable hourly rates yields a lodestar of \$111,590.40, which is more than the \$100,000.00 in attorneys' fees Class Counsel are requesting, resulting in a negative multiplier. This disparity is important to note because when plaintiffs seek an amount in fees that is less than what they actually billed, the requested fee amount is generally considered reasonable. (*Chun-Hoon v. McKee Foods Corp.* (N.D. Cal. 2010) 716 F. Supp. 2d 848, 854 [finding that, if the court is asked to apply a negative multiplier, it "suggests the negotiated fee award is reasonable and fair valuation of the services rendered to the class by Plaintiff's Counsel."].) As such, Class Counsel respectfully request the Court grant their request for \$100,000.00 in attorneys' fees.

32. As for the *Serrano* factors, all militate in favor of the requested fee award. This case raised a number of complex and contested issues, and Class Counsel exhibited skill and creativity in prosecuting and presenting them. Chief among these was the law relating to meal and rest periods, and failure to pay class members wages for off-the-clock work and final wages.

33. This case was not straightforward. Class Counsel had to spend time researching and analyzing each of these claims and issues in order to adequately assess the liability of Defendant. Class Counsel then had to develop the evidence necessary through informal discovery to establish Defendant's liability. This was done through carefully sifting through hundreds of pages of

documents. Class Counsel have devoted a substantial amount of time on this case, including but not limited to researching various legal issues prior to and after filing this Action; drafting and reviewing pleadings; conducting informal discovery; meeting and conferring with defense counsel; preparing for class certification; reviewing and analyzing the documents produced by Defendant; regularly communicating with Plaintiffs; preparing for and attending mediation; negotiating and finalizing the Settlement Agreement, including several revisions thereof; drafting documents for preliminary and final approval, including documents for the administration of the Settlement; and coordinating and overseeing the administration of the Settlement.

34. In sum, Class Counsel had to come up with creative approaches to these issues in litigating the case and, ultimately, negotiating and crafting the Settlement. To this end, Class Counsel has devoted a tremendous amount of time and energy. As shown in the table in Paragraph 30 above, Class Counsel have spent a substantial number of hours working on this case. This time commitment was necessary in order to research, construct, and prosecute viable legal claims in the face of stiff opposition, but it has come at a cost. In particular, the time Class Counsel have devoted to this case has prevented them from investing that time in other cases that might have settled during the pendency of this litigation and yielded significant attorneys' fees. Despite these considerations, Class Counsel zealously represented Plaintiffs and the Class and have obtained a favorable result.

35. Such is not always the case. Indeed, Class Counsel has invested time and money into numerous other cases, including class actions, that have fizzled for one reason or another, leaving Class Counsel completely without any compensation for their effort. Here, Class Counsel has achieved a beneficial settlement for the Class, but this was by no means a foregone conclusion; indeed, their efforts might well have been frustrated by any number of obstacles with which they were presented along the way. Nor could class certification be guaranteed. In addition, Defendant could have exerted pressure on Plaintiffs to dismiss their claims by offering them an individual settlement, an experience with which Class Counsel are not unfamiliar. However, Class Counsel was able to navigate the shoals of unpredictability to achieve a desirable result, and they have done so without receiving any compensation to speak of thus far because they took this case on a

1 contingency-fee basis.

2 36. From the foregoing analysis, Class Counsel's requested attorneys' fees are fair and
3 reasonable.

4 **The Percentage-of-the-Benefit Comparison**

5 37. In settlements where a definite monetized fund is created, it is appropriate for courts
6 to evaluate the lodestar amount as a percentage of the recovery and adjust it accordingly if the
7 lodestar differs from the range of percentage fees freely negotiated in comparable litigation. *See*
8 *Lealao v. Beneficial Calif., Inc.* (2000) 82 Cal.App.4th 19, 49-50.

9 38. Class Counsel took this case on a contingent-fee basis against a corporation
10 represented by a reputable defense firm. When we take contingent cases, we must pay careful
11 attention to the economics involved or one bad case can destroy years of work. Accordingly, in such
12 cases, we anticipate that we shall, if successful, receive a fee that exceeds our normal hourly rate;
13 otherwise, the risk is often too great to bear. Even when we work long hours, the number of hours in
14 a day is limited.

15 39. Contingent-fee cases present the very real risk of working hundreds if not thousands
16 of hours that may never be entirely compensated. Moreover, while the case is being litigated,
17 counsel must pay overhead (salaries, rent, etc.), provide for their own expenses, and in most cases
18 pay the out-of-pocket expenses incurred on the plaintiff's behalf, and the prospect of a court-
19 awarded fee does not greatly reduce the risk posed by these cases. In many cases, the prospect is
20 nothing more than a potential that never materializes. First, you must win the case to get a court-
21 awarded fee; even those cases that seem strongest at the onset can be lost and sometimes are lost.
22 Second, there are always the pitfalls and unforeseen obstacles that arise along the way, such as
23 settlement offers that the client may accept without ensuring that we receive a reasonable fee, or
24 changes in the law that substantially affect the merits of the case, or other uncertainties involving
25 the client. Finally, there is the great risk inherent in advancing tens if not hundreds of thousands of
26 dollars in out-of-pocket expenses. If that money were to be invested in some sort of financial
27 investment, one would expect a reasonable rate of return on that investment. Here, however, the
28 best we can hope to recover is our money, and then only if we are substantially successful; if we are

1 not, all or part of this “investment” can be lost.

2 40. Class Counsel is well acquainted with the contingent-fee market throughout
3 California, particularly as it pertains to wage-and-hour and class-action litigation. Class Counsel has
4 negotiated numerous contingency-fee agreements with plaintiffs, both as individuals and as
5 representatives in class-action suits. Many of those agreements required that counsel receive a fee
6 under certain scenarios that exceed one-third of the recovery. Plaintiffs here signed a retainer
7 agreement indicating that Class Counsel could receive a fee under certain scenarios that exceed one-
8 third of the recovery, as much as 40%. Class counsel in contingency-fee cases typically receive
9 attorneys’ fees equal to or greater than a third of the gross settlement amount. *See, e.g., Evans et al.*
10 *v. Coca-Cola* (Los Angeles County Sup.Ct. 2001 Case No. BC 220525 (Hon. Richard C. Hubbell))
11 (approving an award of attorney’s fees of at least 33-1/3% of the settlement); *Moreno v. Miller*
12 *Brewing* (Los Angeles County Sup. Ct. April 2004 BC 278170 (Hon. David M. Minning)) (same);
13 and *Josiah Eaton, et al. v. Adolph Coors Company* (Orange County Sup. Ct. 2003 Case No.
14 01CC00140 (Hon. Stephen J. Sundvold)) (at least same award); *Daum v. Claim Jumper Restaurants*
15 (Orange County Sup. Ct. 2006 Case No. 02CC10201 (Hon. Ronald L. Bauer)) (final approval of
16 same); *Moore v. IKEA* (Los Angeles County Sup. Ct. 2006 Case No. BC 263646 (Hon. Peter
17 Lichtman)) (final approval of same); *Big Lots Overtime Cases* (San Bernardino County Sup. Ct.
18 February 2004, JCCP Proceeding No. 4283 (Hon. Walter L. Blackwell, III)) (same); and *Fitzpatrick*
19 *v. Baja Fresh* (Los Angeles Super. Ct. Case No. BC 265578 (Hon. Anthony J. Mohr)) (same). Thus,
20 the fees requested in this case are commensurate with fees routinely awarded in other wage and
21 hour class action settlements.

22 41. Indeed, California courts have approved attorney’s-fee awards in excess of the
23 benchmark of one-third of the settlement fund. *See Crandall v. U-Haul* (Los Angeles County Sup.
24 Ct., Case No. BC178775), the Honorable Steven Czuleger awarded a 40% attorney fee request in an
25 overtime-exemption class action; in *Bushnell v. Cremer, Inc.* (Orange County Sup. Ct., Case No.
26 657778), the Honorable Donald E. Smallwood awarded attorneys’ fees in the amount of 38%; in
27 *Abzug v. Kerkorian* CA000981 (Los Angeles County Sup. Ct., November 1990), the Honorable R.
28 William Schoettler awarded a 45% fee; in *Haitz v. Meyer, et al.*, Alameda County Sup. Ct., 8-20-

1 1990 No. 572968-3, the court awarded a 40% fee; in *Elliott v. Clothestime* (Orange County Sup.
2 Ct., Case No. 01-CC00333) the Honorable Jonathan Cannon awarded a 40% fee in a wage-and-hour
3 class action which had not yet proceeded to the class certification stage; in both *Rippee v. Boston*
4 *Market Corporation*, Case No.: 05 CV 1359 BTM (JMA) and *Barile v. Boston Market Corporation*,
5 Case No.: 05 CV 1360 BTM (JMA), the Honorable Judge Barry T. Moskowitz awarded a 40% fee
6 to plaintiff's counsel in wage-and-hour class actions that had not proceeded to the class-certification
7 stage.

8 42. In light of the foregoing, the fee request in an amount equal to one-third of the Gross
9 Settlement Amount (or \$100,000.00) is well within the bounds that have been established by the
10 above-cited authority. Defendant has no objection to an award of fees in the amount requested.
11 Moreover, the Class Notice mailed to Class Members stated the amount of fees requested by Class
12 Counsel; however, not a single Class Member has objected to an award of fees in the amount
13 requested.

14 Costs

15 43. The preliminarily approved settlement calls for the payment of up to \$30,000.00 for
16 Class Counsel's costs. The actual total costs incurred in litigating this Action for Class Counsel are
17 \$20,325.85. Class Counsel's Cost Log is attached hereto as Exhibit 3. Class Counsel's incurred
18 costs include, but are not limited to, filing fees (e.g. complaint, stipulation, motions), service of
19 process, mediation fees, and attorney-service costs for court filings, all of which were necessarily
20 and reasonably incurred to prosecute this Action and achieve a settlement that significantly benefits
21 the Class. Thus, Class Counsel requests a reimbursement of their incurred costs in the amount of
22 \$20,325.85, with the difference of the costs allocated in the Settlement Agreement and actual costs
23 incurred to be reverted to the Net Settlement Amount.

24 **SERVICE PAYMENTS TO NAMED PLAINTIFFS ARE REASONABLE**

25 44. Plaintiffs are entitled to reasonable service payments for their efforts and initiative in
26 bringing and helping to prosecute this Action. Plaintiffs assumed great risk by challenging
27 Defendant's wage-and-hour policies and bringing suit against Defendant. Plaintiffs spent time better
28 apprising themselves of their rights, deciding whether remedial action should be taken, how it

1 should be taken, searching for attorneys, and finally contacting their attorneys, who spent many
2 hours with them discussing their case, the law, and preparing for mediation. In the end, Plaintiffs
3 decided to vindicate not only their own rights but also those of their fellow employees by filing a
4 class action lawsuit.

5 45. The courage it took to stand up to Defendant in this way should not be
6 underestimated. Few people want to confront their employers, let alone sue them. By suing their
7 former employer, Plaintiffs contend that they increased the risk of retaliation by prospective
8 employers to which they may apply in the future.

9 46. But Plaintiffs did not allow their fear of the potential repercussions of being a Class
10 Representative deter them from acting for the benefit of Class Members. They have devoted a
11 substantial amount of time to helping Class Counsel effectively develop and prosecute this Action.
12 Plaintiffs conferred with Class Counsel on numerous occasions to discuss every aspect of this case;
13 provided information about Defendant and their wage-and-hour practices; reviewed documents;
14 produced documents; monitored the progress of the litigation; took the time to apprise themselves
15 of the facts, issues, and law regarding the claims at issue, and spent time with Class Counsel
16 discussing the terms of the Settlement and reviewing and executing the Settlement Agreement. In
17 all, Plaintiffs estimate that they have devoted numerous hours in preparing the Action and seeing it
18 through to settlement.

19 47. Plaintiffs spent a significant amount of time with Class Counsel detailing their
20 knowledge of Defendant's practices and assisting in the prosecution of this Action. They have
21 diligently, adequately, and fairly represented Class Members and have not placed their interests
22 above any member of the putative Class. Class Counsel believes that Plaintiffs are entitled to Class
23 Representative Service Payments for the time and effort they have devoted to this case. Defendant
24 has agreed not to oppose it. Such payments to class representatives are a common feature of
25 settlements negotiated by Class Counsel, and trial courts routinely approve them.

26 48. California trial courts routinely approve enhancement payments to class
27 representatives in wage-and-hour class-action settlements. *See, e.g., Bennett v. Countrywide*
28 *Financial Corporation* (2005) San Diego Sup. Ct. Case No. GIC840981 (\$35,000); *Hogue v. WH*

1 *Smith of Nevada, Inc.* (2004) San Diego Sup. Ct. Case No. GIC830653 (\$20,000); *Fiez v. Brown*
2 *Group Retail Inc., d.b.a. Famous Footwear* (2003) Orange County Sup. Ct. Case No. 01CC00381
3 (\$35,000 to current employee of defendant and \$20,000 to former employee); *Barry v. Cost Plus,*
4 *Inc.* (2003) OCSC No. 01CC00380 (\$35,000 for each named plaintiff); *Lajoie v. The Picture*
5 *People, Inc.* (2003) Orange County Sup. Ct. Case No. OICC00324 (\$25,000 each for two named
6 plaintiffs); *Franco v. Vans, Inc.* (2002) Orange County Sup. Ct. Case No. 01CC03995 (\$35,000 for
7 each named plaintiff); *Crandall v. U-Haul Corporation* (2001) Los Angeles Sup. Ct. Case No. BC
8 178775 (\$20,000 for each named plaintiff); *Joel v. Athlete's Foot Group* (2001) Los Angeles Sup.
9 Ct. Case No. BC 234231 (\$25,000).

10 49. Plaintiff Kristine Ghukasyan's Class Representative Service Payment request of
11 \$10,000.00 is only approximately 3.33% of the Gross Settlement Amount of \$300,000.00 and
12 Plaintiff Brianna Meneses' Class Representative Service Payment request of \$5,000.00 is only
13 approximately 1.67% of the Gross Settlement Amount of \$300,000.00. Plaintiffs' initiative and
14 efforts as the Class Representatives have conferred a significant benefit to Class Members. In light
15 of the foregoing, Class Counsel believes the Class Representative Service Payments in the amount
16 of \$10,000.00 to Plaintiff Kristine Ghukasyan and \$5,000.00 to Plaintiff Brianna Meneses are fair
17 and reasonable.

18 **LABOR CODE § 2699(1)(2) COMPLIANCE**

19 50. In compliance with Labor Code §2699(1)(2), Plaintiffs have attached the proof of
20 service of this Motion and the Settlement Agreement as **Exhibit 4.**

21 51. The Settlement Agreement is attached hereto as **Exhibit 5.**

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

24 Executed this 28th day of September 2026 at Pasadena, California.

25
26 

27 Enoch J. Kim
28

EXHIBIT 1

Attorney	Total Time	Rate	Total Billable Amount
Arianna Razi	55.5	\$559.00	\$31,024.50
Mason Doidge	52.3	\$610.00	\$31,903.00
Roman Shkodnik	18.5	\$1,345.00	\$24,882.50
Enoch Kim	10.9	\$1,350.00	\$14,715.00
Emma Geesaman	7.8	\$610.00	\$4,758.00
Total	145.0		\$107,283.00

Paralegal	Total Time	Rate	Total Billable Amount
Jonathan Morataya	7.7	\$332.00	\$2,556.40
Katheryn Perez	2.6	\$277.00	\$720.20
Anne Beuttel	2.0	\$305.00	\$610.00
Janet Linares	0.7	\$277.00	\$193.90
Anna Iwata	0.6	\$332.00	\$199.20
Jose Lopez	0.1	\$277.00	\$27.70
Total	13.7		\$4,307.40

Grand Total	Total Time	Total Billable Amount
Attorneys	145.0	\$107,283.00
Paralegals	13.7	\$4,307.40
Total	158.7	\$111,590.40

Staff	Entry Date	Hours	Description
Janet Linares	2/20/2024	0.5	Opened new case on Neos and uploaded all docs from SharePoint. Notifying DY EOD via RC of opening of case opening, class size, and any previous filings. Also informed DY that this is the client's second case.
Emma Geesaman	6/11/2024	1.0	drafting complaint
Emma Geesaman	6/11/2024	0.5	started drafting LWDA
Emma Geesaman	6/11/2024	1.2	reviewing personnel file; creating venue, defendant, and main issue docs
Emma Geesaman	6/11/2024	1.5	Research on misclassification of non-exempt employees as exempt and HCE exemption
Emma Geesaman	6/12/2024	0.7	proofreading complaint and LWDA; revising defendants
Emma Geesaman	6/12/2024	0.2	discussing misclassification claim with Roman
Emma Geesaman	6/13/2024	0.3	revising complaint and LWDA based on conversation with client
Katheryn Perez	6/20/2024	0.2	tagging emails and uploading lwda confirmation
Roman Shkodnik	6/20/2024	2.5	prepare LWDA letter
Emma Geesaman	6/25/2024	0.1	ensuring defendants on submitted LWDA and drafted complaint are the same
Emma Geesaman	7/11/2024	0.5	draft discovery
Roman Shkodnik	7/11/2024	2.5	review complaint
Roman Shkodnik	7/18/2024	2.0	review complaint
Emma Geesaman	7/22/2024	0.1	adding case file date to chart
Emma Geesaman	7/22/2024	0.1	reading OC email; responding with availability for a call
Emma Geesaman	7/29/2024	0.1	sending natalia an email re: service by NAR and sending copy of complaint
Emma Geesaman	7/29/2024	0.1	sending email to OC with availability for a call this week
Emma Geesaman	7/29/2024	0.2	call with OC; OC to send over AA; we are to send over copy of complaint and NAR; potentially interested in early mediation

Emma Geesaman	7/30/2024	0.4	drafting FAC
Emma Geesaman	7/30/2024	0.1	adding case number to chart and discovery requests
Emma Geesaman	7/31/2024	0.1	sending copy of complaint to OC; let her know it was too late to cancel service
Emma Geesaman	7/31/2024	0.1	adding OC contact info to chart for filed cases
Emma Geesaman	8/15/2024	0.1	adding service to case chart
Emma Geesaman	8/15/2024	0.2	reviewing ISC order; adding dates to case chart
Natalia Ulloa	8/19/2024	0.2	Saved docs in Neos; calendared Def(s) deadline to file responsive pleading.
Emma Geesaman	8/23/2024	0.1	adding case number and judicial assignment to FAC
Roman Shkodnik	8/26/2024	0.5	review FAC
Katheryn Perez	9/12/2024	0.2	draft ntc of change of address
Mason Doidge	9/16/2024	0.2	Reviewing case, calendaring ISC and ISC Statement Due Date
Emma Geesaman	10/9/2024	0.1	forwarding Mason most recent email chain
Mason Doidge	10/9/2024	0.3	Reviewed case, statement is due in about a month and I do not have contact info for OC; we have POS but I asked Emma for the most recent email thread with OC to prepare to reach out to them.
Mason Doidge	10/15/2024	0.2	Emailed OC, CCd Roman and Natalia, asking for OC's available to meet and confer, told her I can begin drafting an ISC statement
Mason Doidge	10/16/2024	0.1	OC emailed with availability, I responded I will call her Friday 10/18 at 3pm.

Mason Doidge	10/18/2024	0.1	***SEE NOTES FOR FULL TIME ENTRY*** Call with OC; they are eager to resolve this case early; they want to make an offer to settle individually or get a mediation on calendar asap; OC Leticia Kimble will be in trial at the end of October, so colleague Nic
Mason Doidge	10/18/2024	0.1	Tasked Natalia with initiating case anywhere as OC has agreed to use that for e-service
Mason Doidge	10/18/2024	0.4	Reviewing case in preparation for call with OC; drafting agenda; discussed agenda with Roman.
Mason Doidge	10/18/2024	0.2	Emailed OC to memorialize phone conversation and propose mediators, per Roman's suggestion
Mason Doidge	10/21/2024	0.2	Reviewed Roman's revisions for draft ISC statement, accepted changes and saved to dropbox.
Mason Doidge	10/21/2024	0.7	Drafted ISC statement; sent to Roman for him to review before I send to OC.
Mason Doidge	10/21/2024	0.2	Sent draft joint ISC statement to opposing counsel via email
Mason Doidge	10/23/2024	0.1	Emailed OC to follow up on mediators we proposed Friday.
Mason Doidge	11/5/2024	0.3	Reviewing OC's edits on joint statement, made a small change to improperly named defendants section, sent back to OC asking for their permission to insert their signature and file.
Mason Doidge	11/5/2024	0.2	***SEE NOTES FOR FULL TIME ENTRY*** OC sent back joint statement with further edits; after reviewing the edits, I responded saying we can accept the edits and with her consent we can insert her signature and file the statement. OC also asked for a court

Natalia Ulloa	11/8/2024	0.2	Looked at court's docket to confirm that next week's hearing is still on calendar.
Mason Doidge	11/12/2024	0.1	Emailed OC asking if they can provide a declaration stating Mango an entity of unknown form did not employ plaintiff and following up on the mediators we proposed last Thursday.
Mason Doidge	11/12/2024	1.7	Appearing for ISC; reviewed statement and summary of issues in preparation; after the hearing, wrote a hearing memo and sent it to Roman and Natalia
Mason Doidge	11/12/2024	0.1	Client emailed asking for updates on her case; I responded and CC'd Roman so he could see my email to client.
Mason Doidge	11/21/2024	0.2	Discussing mediators with OC; we decided to use Gail Glick; I reached out to inquire about dates.
Natalia Ulloa	11/21/2024	0.2	Saved docs in Neos; calendared continued ISC and deadline to file report.
Mason Doidge	11/22/2024	0.1	Looked at our calendar to determine our availability for mediation dates per mediator's availability, emailed Def notifying them of the dates that work for us.
Anne Beuttel	11/25/2024	0.1	Checking to see a case is still open. Pulling invoices from Rapid Legal.
Mason Doidge	12/2/2024	0.1	Drafted notice of unavailability
Mason Doidge	12/5/2024	0.4	Drafted joint ISC statement, sent to OC.
Natalia Ulloa	12/5/2024	0.2	Talked to client and updated her on the case; explained to her what mediation is.
Mason Doidge	12/11/2024	0.2	Requested date for mediation is no longer available; mediator provided new dates; determined availability and sent OC the dates that work for us.
Mason Doidge	12/13/2024	0.4	Drafting informal discovery demands

Mason Doidge	1/8/2025	0.2	Reviewed Roman's revisions to informal discovery requests; sent to OC
Mason Doidge	1/8/2025	0.3	Client emailed asking for updates on her cases; I responded informing her of our scheduled mediation and other case updates.
Mason Doidge	1/8/2025	0.8	Drafting/revising informal discovery requests, reviewing complaint/FAC, Emma's complaint research docs. Sent to Roman for review once finished.
Roman Shkodnik	1/8/2025	1.0	informal discovery
Katheryn Perez	1/9/2025	0.1	Upload informal Discovery requests and calendar def deadline.
Katheryn Perez	1/17/2025	0.6	call client and inform her of mediation, draft a letter for her records and email it over.
Mason Doidge	5/9/2025	0.3	Reviewing file; lack of production of informal discovery; followed up with OC and set reminder to follow up again next week
Mason Doidge	5/16/2025	0.4	Discussing with Roman next steps considering OC's lack of production of informal discovery; followed up with OC via email re lack of production and set reminder to revisit next week
Mason Doidge	5/16/2025	0.1	Reviewing case status, adding neos checklist
Mason Doidge	5/16/2025	0.1	OC emailed proposing we cancel with Gail Glick and use Kelly Knight at a later date instead; discussed with Roman and responded agreeing to their proposed course of action
Mason Doidge	5/19/2025	0.2	Call with OC to discuss informal discovery, rescheduling mediation
Mason Doidge	6/2/2025	0.1	Verifying upcoming status conference date; statement due date; calendared

Mason Doidge	6/11/2025	0.4	OC emailed regarding availability for mediation; booked date with Jason Marsili; responded to OC and discussed with Roman
Mason Doidge	6/13/2025	0.2	Client emailed for case update, and we exchanged several emails about the status of mediation.
Mason Doidge	6/16/2025	0.3	Drafted CMS
Katheryn Perez	6/17/2025	0.2	update calendar and upload minute order.
Mason Doidge	6/17/2025	0.2	OC emailed requesting changes to CMS; made the changes, finalized, tasked kat with filing
Mason Doidge	6/20/2025	0.2	Checking informal discovery deadline, deadline to cancel mediation without fees; calendared and asked Briana to enter into firm calendar
Anna lwata	8/4/2025	0.1	uploaded caseanywhere invoice for 7/1/25 to neos, value, and dropbox
Mason Doidge	8/5/2025	0.7	Downloaded production, sent to expert along with explanation of claims; followed up with oc regarding demographic info
Mason Doidge	8/18/2025	0.4	Discussed joint report with OC; prepared draft; sent to OC
Anna lwata	8/19/2025	0.1	uploaded conformed joint status report
Anna lwata	8/19/2025	0.2	Finalized, filed, and served joint report
Mason Doidge	8/19/2025	0.2	Reviewing OC's edits to joint report; finalized and tasked Kat/Anna with filing
Anna lwata	8/26/2025	0.1	uploaded right to sue letter
Mason Doidge	9/4/2025	0.7	Drafting mediation brief
Mason Doidge	9/5/2025	3.3	Drafting mediation brief
Katheryn Perez	9/8/2025	0.1	upload mediation expert analysis and update the calendared event to include.
Mason Doidge	9/8/2025	6.1	Drafting/revising mediation brief; call with client

Katheryn Perez	9/9/2025	0.3	confirm with Lauren refund check was given to margarita for previous mediation scheduled 6/9/25. Accounted for refund the in the value tab and added to Neos for the costs.
Mason Doidge	9/9/2025	2.4	Drafting/revising mediation brief; finalized draft and sent to Roman for review
Anna lwata	9/10/2025	0.1	upload mediation brief and analysis to calendar
Mason Doidge	9/10/2025	0.7	Reviewed Roman's changes to mediation brief; finalized brief, combined with exhibits; sent to mediator and DY
Roman Shkodnik	9/10/2025	3.0	review mediation brief
Mason Doidge	9/11/2025	0.5	Pre-mediation call with mediator; preparation beforehand.
Mason Doidge	9/12/2025	0.9	Reviewing and analyzing expert's email re methodology for calculating unpaid OT; discussed with Roman and then DK; emailed expert back
Mason Doidge	9/12/2025	0.9	Staffing OT calculation question with DK, Brandon, others; emailing with expert to discuss
Mason Doidge	9/15/2025	6.0	Attended mediation; discussions with client and Roman after; updated neos settlement tab.
Roman Shkodnik	9/15/2025	5.0	attend mediation
Roman Shkodnik	9/15/2025	1.0	talk to client
Mason Doidge	9/16/2025	0.2	Updated neos mediation tab
Mason Doidge	9/17/2025	0.5	Client emailed requesting I call; called with Roman and discussed settlement offer
Katheryn Perez	9/18/2025	0.1	check status of case.
Mason Doidge	9/18/2025	0.1	Discussing PNC with Roman, Emil
Mason Doidge	9/19/2025	0.2	Communicating with client re status of case, settlement offer
Mason Doidge	9/23/2025	0.4	Discussing PNCs with Roman, DY; reviewing summary of issues and comparing

Katheryn Perez	9/25/2025	0.1	check conformed copy.
Mason Doidge	9/25/2025	0.2	Discussing PNC, settlement, mediator's proposal with Roman and Emil.
Janet Linares	10/2/2025	0.1	Created and added another party, Brianna Meneses, on Neos to case and added Pre-Litigation docs to DropBox folder. Notified DY and assigned team via RC of additional plaintiff and LDW.
Mason Doidge	10/2/2025	0.4	Call with Meneses client to discuss mediator's proposal; updated Roman after; call with Ghukasyan client to discuss mediator's proposal; updated Roman after
Mason Doidge	10/2/2025	0.1	Received notification that new client was retained; discussed next steps with Roman
Mason Doidge	10/3/2025	0.4	Reviewed client's email to Emil; discussed with Roman and DY
Mason Doidge	10/3/2025	0.7	Discussed with DY and Roman, then prepared draft response to client's email and sent to DY for input. Based on notes from DY, revised draft response.
Roman Shkodnik	10/3/2025	1.0	review email to client
Katheryn Perez	10/7/2025	0.2	Upload case anywhere invoice.
Katheryn Perez	10/9/2025	0.2	Upload conformed copy.
Mason Doidge	10/9/2025	0.5	Drafted joint report; sent to OC; once OC approved, sent to Kat for filing
Janet Linares	10/15/2025	0.1	***SEE NOTES FOR FULL TIME ENTRY*** Created and added another party, Isaiah Wilford, on Neos as a Class Member Client. Uploaded ALS docs to Neos and saved to the case's Dropbox folder. Notifying DY EOD via RC of the new class member client. Informed the a
Mason Doidge	10/15/2025	0.1	Took notes on status of case; discussed with Roman
Katheryn Perez	10/16/2025	0.1	Upload case anywhere costs.

Mason Doidge	10/16/2025	1.0	Drafting MOU; once Roman approved, gave one final review, then sent to OC
Mason Doidge	10/17/2025	0.2	Updated Enoch on status of settlement agreement, deadlines
Mason Doidge	11/3/2025	0.1	Reviewing minute order; calendaring CMS due date
Mason Doidge	11/4/2025	0.7	Reviewing OC's changes to MOU, making further revisions, taking notes
Arianna Razi	11/5/2025	0.2	Confer with RS and MD re: status of case. Review MOU and defendant's edits to MOU.
Mason Doidge	11/5/2025	1.6	Reviewing/revising MOU; discussed with settlement team, then made further revisions incorporating their feedback
Mason Doidge	11/5/2025	0.3	Made further revisions to MOU based on instructions from settlement team; sent MOU to OC
Mason Doidge	11/6/2025	0.3	Discussed OC's request for info on named defendants with Roman; responded to OC
Arianna Razi	11/21/2025	0.4	Review joint report. Confer with MD and EK re: MANGO entity.
Enoch Kim	11/21/2025	0.5	Review revisions to settlement agreement; confer with team re response to defendant's revisions.
Mason Doidge	11/21/2025	0.1	Emailed OC to schedule a call after discussing with settlement team revisions to MOU
Mason Doidge	11/21/2025	0.4	Reviewed MOU with OC's revisions; sent thoughts to settlement team
Mason Doidge	11/21/2025	0.5	Drafted joint report for CMC
Mason Doidge	11/21/2025	0.7	Discussing with settlement team released parties in MOU; revised MOU based on discussion with settlement team
Mason Doidge	11/25/2025	0.7	Comparing new draft of MOU to old draft to check for OC's revisions; sent settlement team summary of the changes and my thoughts.

Mason Doidge	11/25/2025	0.5	Revised settlement agreement after feedback from settlement team; sent to OC
Mason Doidge	11/26/2025	0.5	Reviewed MOU and took notes for call with clients to discuss. Called both clients, neither answered, left voicemails, and sent texts asking them to call me back.
Katheryn Perez	12/1/2025	0.2	upload minute order and update calendar.
Mason Doidge	12/1/2025	0.6	Call with client to discuss MOU; after the call, emailed client MOU via docusign and confirmation re discussion of general release
Mason Doidge	12/3/2025	0.2	Tried calling Meneses client; follow up with text and email
Mason Doidge	12/10/2025	0.4	Call with client to discuss MOU; sent MOU to client via docusign
Mason Doidge	12/15/2025	0.1	Followed up with client about MOU
Mason Doidge	12/18/2025	0.2	Tried calling Meneses client; no answer, left vm, sent text and email to follow up
Mason Doidge	12/29/2025	0.4	Downloaded signed MOU; combined with other signature pages; sent to OC
Mason Doidge	1/21/2026	0.1	Discussing status of settlement with settlement team
Arianna Razi	1/26/2026	2.4	Draft class notice.
Arianna Razi	1/26/2026	3.8	Draft long-form settlement agreement.
Mason Doidge	1/29/2026	0.1	Reviewing case status, updating Settlement Approval Status excel file
Arianna Razi	2/3/2026	1.9	Review second amended complaint, amended LWDA letter, joint stipulation to file the second amended complaint, and proposed order.
Mason Doidge	2/3/2026	1.9	Drafted amended PAGA letter, amended complaint, stipulation for leave to file amended complaint, and proposed order for the stipulation; reached out to administrators for bids

Mason Doidge	2/5/2026	1.2	Reviewing bids from administrators; revising SA, including adding admin info; conferred with settlement team about next steps
Arianna Razi	2/19/2026	2.0	Review Defendant's revisions to long-form settlement agreement.
Arianna Razi	2/19/2026	1.6	Review defendant's revisions to class notice and make additional revisions.
Arianna Razi	2/19/2026	0.3	Confer with EK and MD regarding defendant's revisions to settlement agreement and class notice and my proposed revisions.
Enoch Kim	2/19/2026	1.3	Review defendant's revisions to settlement agreement; confer with team re same and consider potential responses.
Arianna Razi	2/20/2026	0.6	Incorporate EK's revisions to settlement agreement and class notice.
Mason Doidge	3/3/2026	1.4	Reviewing OC's changes to stipulation for leave to file amended complaint, proposed order, and made further revisions; reviewing OC's changes and settlement team's changes to long form SA and class notice, and made further revisions; sent all back to OC
Arianna Razi	3/4/2026	0.2	Draft correspondence to EK and MD re: defense counsel's revisions to settlement agreement and class notice.
Arianna Razi	3/4/2026	1.5	Review defense counsel's additional revisions to long form settlement agreement and class notice. Make additional revisions to both documents for EK's review.
Mason Doidge	3/4/2026	0.2	Finalized stipulation and proposed order re SAC; sent to Kat for filing

Arianna Razi	3/6/2026	0.2	Confer with EK and MD re: revisions to settlement agreement. Draft correspondence to defense counsel to set up time to meet.
Mason Doidge	3/6/2026	0.3	Reviewing settlement agreement drafts revised by settlement team; discussing with settlement team
Arianna Razi	3/10/2026	0.2	Update team on meeting with defense counsel.
Arianna Razi	3/10/2026	0.3	Meeting with defense counsel re: settlement agreement.
Arianna Razi	3/10/2026	0.2	Circulate zoom link to defense counsel.
Enoch Kim	3/10/2026	0.6	Confer with AR re discussion with defense counsel about settlement terms; consider negotiation strategy.
Arianna Razi	3/11/2026	0.4	Research tentative rulings in this Court.
Arianna Razi	3/11/2026	0.4	Review case file and provide JM with instructions on MPA drafting.
Arianna Razi	3/11/2026	0.9	Make additional revisions to class notice and settlement agreement.
Arianna Razi	3/11/2026	0.2	Confer with EK re: revisions to settlement agreement.
Arianna Razi	3/11/2026	0.7	Draft administrator's declaration cover page and expert's declaration cover page in support of motion for preliminary approval. Draft correspondence to administrator and expert regarding the same.
Enoch Kim	3/11/2026	0.8	Review revised settlement agreement; confer with AR re same.
Jonathan Morataya	3/11/2026	0.3	Draft Notice of Motion
Jonathan Morataya	3/11/2026	0.5	Create a Settlement Breakdown of the Settlement Agreement.
Jonathan Morataya	3/12/2026	0.3	Draft Proposed Order granting Preliminary Approval.
Jonathan Morataya	3/12/2026	0.7	Draft Plaintiffs' Declaration in support of Preliminary Approval.

Jonathan Morataya	3/12/2026	1.4	Draft Enoch Jim's Declaration in support of Preliminary Approval.
Jonathan Morataya	3/13/2026	1.0	Continue drafting Enoch Kim's Declaration in support of Preliminary Approval.
Jonathan Morataya	3/13/2026	0.5	Review and revise Preliminary Approval Motion an supporting documents
Jonathan Morataya	3/16/2026	0.8	Continue reviewing and revising Preliminary Approval Motion and supporting documents
Jonathan Morataya	3/16/2026	1.7	Draft MP&A
Arianna Razi	3/18/2026	0.1	Review correspondence from defense counsel.
Arianna Razi	3/18/2026	0.2	Review Court's order granting joint stip for leave to file second amended complaint. Confer with team re: filing second amended complaint.
Arianna Razi	3/18/2026	0.2	Draft correspondence to defense counsel re: status of review of settlement agreement.
Arianna Razi	3/19/2026	0.5	Draft notice of motion and motion in support of motion for preliminary approval.
Arianna Razi	3/19/2026	0.8	Draft Plaintiff Meneses' declaration in support of motion for preliminary approval.
Arianna Razi	3/19/2026	1.3	Draft Plaintiff Ghukasyan's declaration in support of motion for preliminary approval.
Arianna Razi	3/23/2026	0.4	Put together exhibit list for motion for preliminary approval.
Arianna Razi	3/23/2026	3.5	Draft EK's declaration in support of motion for preliminary approval.
Arianna Razi	3/23/2026	1.0	Draft proposed order granting plaintiffs' motion for preliminary approval.
Arianna Razi	3/24/2026	2.0	Continue drafting EK's declaration in support of motion for preliminary approval.

Arianna Razi	3/24/2026	3.3	Draft memorandum of points and authorities in support of motion for preliminary approval.
Arianna Razi	3/25/2026	0.1	Draft email to opposing counsel re: status of review of settlement agreement.
Arianna Razi	3/25/2026	2.8	Continue drafting memorandum of points and authorities in support of motion for preliminary approval.
Mason Doidge	3/25/2026	0.1	Check status; updated settlement tracker; notified Emil
Arianna Razi	3/26/2026	0.1	Review email from opposing counsel. Draft email to opposing counsel re: settlement agreement and motion papers.
Arianna Razi	3/27/2026	0.6	Review Enoch's revisions to the memorandum of points and authorities in support of motion for preliminary approval. Make corresponding revisions to Enoch's declaration.
Arianna Razi	3/27/2026	0.2	Draft email to opposing counsel re: review of motion papers.
Arianna Razi	3/27/2026	0.4	Review Enoch's revisions to both plaintiffs' declarations. Finalize both documents for signatures.
Enoch Kim	3/27/2026	2.8	Review and revise preliminary approval motion documents; confer with AR re same.
Jonathan Morataya	3/27/2026	0.4	Contact Plaintiffs regarding their Declaration, email it for signature, and message AR about this.
Arianna Razi	3/30/2026	0.9	Review opposing counsel's revisions to memorandum of points and authorities. Incorporate revisions to Enoch's declaration.
Arianna Razi	3/30/2026	0.4	Draft email to administrator re: class data.
Arianna Razi	4/1/2026	0.7	Finalize motion for preliminary approval papers for filing.
Arianna Razi	4/1/2026	0.4	Create exhibit list.

Arianna Razi	4/1/2026	1.4	Review Enoch's revisions to his declaration. Make corresponding revisions to memorandum of points and authorities.
Enoch Kim	4/1/2026	2.8	Review and revise preliminary approval motion documents; confer with AR re same.
Mason Doidge	4/3/2026	0.1	Call with client re approval procedure
Mason Doidge	4/15/2026	0.1	Discussing settlement status with settlement team
Mason Doidge	4/20/2026	0.1	Updated settlement tracker
Arianna Razi	4/30/2026	0.4	Draft cover page for administrator's declaration re: class data. Circulate cover page to adminsitator.
Arianna Razi	4/30/2026	0.1	Review email from administrator re: class data.
Mason Doidge	5/11/2026	0.1	Discussed MPA hearing with settlement team
Jose Lopez	5/15/2026	0.1	Case review meeting with settlements team re upcoming deadlines and hearings
Arianna Razi	5/18/2026	0.4	Draft email to administrator re: preliminary approval order.
Arianna Razi	5/18/2026	0.6	Attend MPA hearing remotely. Draft hearing memo for team.
Arianna Razi	5/18/2026	0.4	Draft correspondence to each client re: update on motion for preliminary approval hearing.
Enoch Kim	5/18/2026	0.2	Confer with AR re tentative ruling; review correspondence from administrator and defense counsel.
Arianna Razi	5/20/2026	0.3	Review correspondence from administrator re: PAGA Pay Period count. Draft correspondence in response approving preliminary calculations.

Arianna Razi	5/20/2026	0.4	Review preliminary calculations and formatted class notice circulated by administrator. Draft email to administrator re: revisions to both documents.
Mason Doidge	6/11/2026	0.1	Checking case status; updating case notes and settlement tracker
Jonathan Morataya	6/16/2026	0.1	Reviewed case to identify pending tasks and potential work assignments. I communicated findings to Paralegal Manager for workload allocation and case support.
Enoch Kim	6/26/2026	0.4	Confer with team re settlement status and next steps.
Arianna Razi	8/4/2026	0.2	Review weekly report circulated by administrator.
Arianna Razi	8/24/2026	0.1	Review weekly report.
Arianna Razi	9/8/2026	0.4	Review cost log and make revisions.
Arianna Razi	9/8/2026	0.6	Draft administrator's declaration cover page and circulate to administrator.
Arianna Razi	9/17/2026	0.9	Review and revise administrator's declaration in support of MFA.
Arianna Razi	9/18/2026	0.7	Draft Plaintiff Meneses' declaration in support of MFA.
Arianna Razi	9/18/2026	1.0	Draft proposed order and judgment.
Arianna Razi	9/18/2026	1.1	Draft Plaintiff Ghukasyan's declaration in support of MFA.
Arianna Razi	9/21/2026	2.9	Draft notice of motion and memorandum of points and authorities in support of MFA.
Arianna Razi	9/21/2026	3.2	Draft Enoch Kim's declaration in support of MFA.
Arianna Razi	9/25/2026	0.6	Review Enoch Kim's revisions to memorandum of points and authorities. Circulate motion papers to opposing counsel for review.
Enoch Kim	9/25/2026	1.5	Review and revise final approval motion documents.

[illegible]

EXHIBIT 2

LAFFEY MATRIX

[History](#)
[Case Law](#)
[See the Matrix](#)
[Contact us](#)
[Home](#)

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/25- 5/31/26	1.075336	\$277	\$508	\$625	\$902	\$1,019	\$1,227
6/01/24- 5/31/25	1.080182	\$258	\$473	\$581	\$839	\$948	\$1,141
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1,057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406

6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* $\frac{1}{2}$ Years Out of Law School $\frac{1}{2}$ is calculated from June 1 of each year, when most law students graduate. $\frac{1}{2}$ 1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $\frac{1}{2}$ 4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $\frac{1}{2}$ 1-3" from June 1, 1996 until May 31, 1999, would move into tier $\frac{1}{2}$ 4-7" on June 1, 1999, and tier $\frac{1}{2}$ 8-10" on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

EXHIBIT 3

Ghukasyan, et al. v. Mango NY, Inc.

Litigation Costs

Service Date		Details		Provider		Amount
6/20/24		LWDA Letter		LWDA		\$ 75.00
7/26/24		Summons & Complaint		Proceed		\$ 1,493.71
7/29/24		Process of Service - Summons & Complaint (Mango NY, Inc.)		Proceed		\$ 86.01
7/29/24		Process of Service - Summons & Complaint (Mango)		Proceed		\$ 86.01
7/31/24		Proof of Personal Service		Proceed		\$ 15.66
8/7/24		Proof of Personal Service		Proceed		\$ 15.66
8/26/24		First Amended Complaint		Proceed		\$ 15.66
8/26/24		Notice of ISC and Order Deeming Complex		Proceed		\$ 15.66
11/6/24		Joint ISC Statement		Proceed		\$ 171.75
12/9/24		Partially Accepted Notice of Joint Status Conference Report		Proceed		\$ 17.25
12/10/24		Notice of Joint Status Conference Report		Proceed		\$ 17.25
1/7/25		System Access Fee		Case Anywhere		\$ 143.19
1/10/25		Mediation Fee		Judicate West		\$ 8,850.00
4/4/25		System Access Fee		Case Anywhere		\$ 49.00
5/2/25		System Access Fee		Case Anywhere		\$ 49.00
5/23/25		Mediation Fee		Marsili Mediation		\$ 9,000.00
6/2/25		System Access Fee		Case Anywhere		\$ 49.00
6/4/25		Mediation Refund		Judicate West		\$ (8,400.00)
6/17/25		Joint Status Conference Report		Proceed		\$ 17.34
7/1/25		System Access Fee		Case Anywhere		\$ 55.00
8/19/25		Joint Status Conference Report		Proceed		\$ 17.34
9/2/25		System Access Fee		Case Anywhere		\$ 55.00
9/18/25		Expert Mediation Analysis		Berger Consulting Group		\$ 6,555.00
10/1/25		System Access Fee		Case Anywhere		\$ 49.00
10/9/25		Joint Status Conference Report		Proceed		\$ 17.34
11/3/25		System Access Fee		Case Anywhere		\$ 55.00
11/24/25		Joint Status Conference Report		Proceed		\$ 17.34
12/1/25		System Access Fee		Proceed		\$ 55.00
1/2/26		System Access Fee		Case Anywhere		\$ 49.00
2/2/26		System Access Fee		Case Anywhere		\$ 49.00
3/2/26		System Access Fee		Case Anywhere		\$ 49.00
3/5/26		Stipulation and Proposed Order		Proceed		\$ 38.04
3/17/26		Notice of Change of Handling Attorney; Change of Address		Proceed		\$ 17.34
3/19/26		Second Amended Complaint		Proceed		\$ 17.34
3/19/26		Expert Declaration ISO Motion for Preliminary Approval		Berger Consulting Group		\$ 617.50
4/1/26		System Access Fee		Case Anywhere		\$ 73.00
4/2/26		Motion for Preliminary Approval of Settlement		Proceed		\$ 79.44
5/1/26		System Access Fee		Case Anywhere		\$ 103.00
5/6/26		Declaration		Proceed		\$ 17.34
6/1/26		System Access Fee		Case Anywhere		\$ 61.00
7/1/26		System Access Fee		Case Anywhere		\$ 49.00
8/1/26		System Access Fee		Case Anywhere		\$ 49.00
9/1/26		System Access Fee		Case Anywhere		\$ 49.00
FUTURE		Motion for Final Approval of Settlement		Proceed		\$ 80.00
FUTURE		Dec of Class Admin re Final Distribution		Proceed		\$ 17.34
FUTURE		Final Case Access		Case Anywhere		\$ 250.00
FUTURE		Ntc of Entry of Final Order & Judgment		Proceed		\$ 17.34

Total \$ 20,325.85

EXHIBIT 4

EXHIBIT 5

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs Kristine Ghukasyan and Brianna Meneses (“Plaintiffs”) and Defendant Mango NY, Inc. (“Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as “Parties,” or individually as “Party.”

1. **DEFINITIONS.**

- 1.1 “Action” means Plaintiffs’ lawsuit alleging wage and hour violations against Defendant captioned *Kristine Ghukasyan v. Mango NY, Inc. et al.* initiated on July 19, 2024 and pending in Superior Court of the State of California, County of Los Angeles, case number 24STCV18124.
- 1.2 “Administrator” means Apex Class Action LLC, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4 “Aggrieved Employee” means all persons who worked for Defendant in California as non-exempt employees at any time during the PAGA Period.
- 1.5 “Class” means all persons who worked for Defendant in California as non-exempt employees at any time during the Class Period.
- 1.6 “Class Counsel” means D.Law, Inc.
- 1.7 “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.8 “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.
- 1.9 “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10 “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of

Address database, skip traces, and direct contact by the Administrator with Class Members.

- 1.11 “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12 “Class Period” means the period from July 19, 2020, through September 26, 2025.
- 1.13 “Class Representatives” means the named Plaintiffs in the Operative Complaint in the Action seeking Court approval to serve as Class Representatives, Kristine Ghukasyan and Brianna Meneses.
- 1.14 “Class Representative Service Payments” means the payment to the Class Representatives for initiating the Action and providing services in support of the Action.
- 1.15 “Court” means the Superior Court of California, County of Los Angeles.
- 1.16 “Defendant” means named Defendant Mango NY, Inc. The Parties have reached the understanding that Defendant MANGO, an entity of unknown form, was erroneously named in the Action and is duplicative of Defendant.
- 1.17 “Defense Counsel” means Jackson Lewis P.C.
- 1.18 “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment, which is 60 days after entry of the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.19 “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.20 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.21 “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- 1.22 “Gross Settlement Amount” means \$300,000.00 which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual

PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and the Administrator's Expenses.

- 1.23 "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.24 "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 35% of the PAGA Penalties calculated according to the number of Pay Periods worked during the PAGA Period.
- 1.25 "Judgment" means the judgment entered by the Court based upon the Final Approval.
- 1.26 "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under California Labor Code section 2699, subd. (m).
- 1.27 "LWDA PAGA Payment" means the 65% of the PAGA Penalties paid to the LWDA under California Labor Code section 2699, subd. (m).
- 1.28 "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.29 "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.30 "Operative Complaint" means the Second Amended Complaint Plaintiffs will file in Los Angeles County Superior Court in the *Kristine Ghukasyan v. Mango NY, Inc. et al.* Action, which adds Plaintiff Meneses as a named plaintiff to the Action.
- 1.31 "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.32 "PAGA Period" means the period from June 20, 2023, through September 26, 2025.
- 1.33 "PAGA" means the Private Attorneys General Act (California Labor Code §§ 2698, *et seq.*).

- 1.34 “PAGA Notice” means Plaintiffs’ February 5, 2026, amended letter to Defendant and the LWDA providing notice pursuant to California Labor Code section 2699.3, subd.(a).
- 1.35 “PAGA Penalties” means Thirty Thousand Dollars and Zero Cents (\$30,000.00), which is the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 35% to the Aggrieved Employees (\$10,500.00) and the 65% to LWDA (\$19,500.00) in settlement of PAGA claims.
- 1.36 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.37 “Plaintiffs” means Kristine Ghukasyan and Brianna Meneses, the named plaintiffs in the Action.
- 1.38 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.39 “Preliminary Approval Order” means the Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.40 “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.41 “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.
- 1.42 “Released Parties” means Defendant and each of Defendant’s former and present directors, officers, shareholders, owners, members, employees, agents, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.
- 1.43 “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.44 "Response Deadline" means 60 days after the Administrator mails the Class Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, (b) fax, email, or mail their Objection to the Settlement, or (c) fax, email, or mail Challenges to Workweeks and/or PAGA Pay Periods. Class Members to whom Class Notices are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the date the Response Deadline has expired.
- 1.45 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

- 1.46 “Workweek” means any week during which a Class Member worked for Defendant for at least one day, during the Class Period.

2. **RECITALS.**

- 2.1 On July 19, 2024, Plaintiff Ghukasyan commenced a Class Action by filing a Complaint alleging causes of action against Defendant and MANGO, an entity of unknown form, for (1) Failure to Pay Minimum Wages; (2) Failure to Pay Wages and Overtime Under Labor Code section 510; (3) Meal-Period Liability Under Labor Code section 226.7; (4) Rest-Break Liability Under Labor Code section 226.7; (5) Failure to Pay Vacation Wages; (6) Failure to Comply with Labor Code sections 245 *et seq.* and 246; (7) Reimbursement of Necessary Expenditures Under Labor Code section 2802; (8) Violation of Labor Code section 226(a); (9) Failure to Keep Required Payroll Records Under Labor Code sections 1174 and 1174.5; (10) Penalties Pursuant to Labor Code section 203; and (11) Violation of Business & Professions Code section 17200 *et seq.*, the California Labor Code, and the applicable IWC Wage Orders. On August 26, 2024, Plaintiff Ghukasyan filed a First Amended Complaint adding a cause of action for penalties under PAGA.
- 2.2 The Parties agree that Plaintiffs will file a Second Amended Complaint, adding Plaintiff Brianna Meneses to the Action (“Operative Complaint”). Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint, and denies any and all liability for the causes of action alleged.
- 2.3 Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.4 On September 15, 2025, the Parties participated in an all-day mediation presided over by Jason Marsili. While the Parties did not settle at mediation, after meeting and conferring, the Parties ultimately reached a settlement which led to this Agreement.
- 2.5 Prior to mediation, Plaintiffs obtained, through informal discovery, a sampling of time and payroll data for the putative class, and figures and information regarding the class size and composition. Plaintiffs’ investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Ford Motor Company* (1996) 48 Cal.App.4th 1794, 1801-1803 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (collectively, “Dunk/Kullar”).
- 2.6 The Court has not granted class certification because the Parties engaged in mediation before any class certification.
- 2.7 The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. **MONETARY TERMS.**

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay \$300,000.00 and no more as the Gross Settlement Amount to the Administrator pursuant to Internal Revenue Code section 1.468B-1 for deposit in qualified settlement account (“QSA”) with an FDIC insured banking institution and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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

3.2.1 To Plaintiffs: Class Representative Service Payments to the Class Representatives of not more than \$10,000.00 for Plaintiff Ghukasyan and \$5,000.00 for Plaintiff Meneses (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representatives are entitled to receive as Participating Class Members). Defendant will not oppose Plaintiffs’ request for Class Representative Service Payments that do not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves Class Representative Service Payments less than the amounts requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payments.

3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third, which is currently estimated to be \$100,000.00 and a Class Counsel Litigation Expenses Payment for reimbursement of actual expenses incurred, which is currently estimated not to exceed \$30,000.00. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs’ Counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The

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

- 3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed \$7,385.00 except for a showing of good cause and as approved by the Court. Defendant will not oppose requests for these payments provided that they do not exceed this amount. To the extent the Administration Expenses are less, or the Court approves payment less than \$7,385.00, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.4 To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.
- 3.2.4.1 Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.
- 3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.
- 3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$30,000.00 to be paid from the Gross Settlement Amount, with 65% (\$19,500.00) allocated to the LWDA PAGA Payment and 35% (\$10,500.00) allocated to the Individual PAGA Payments.
- 3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties, \$10,500.00, by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved

Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. **SETTLEMENT FUNDING AND PAYMENTS.**

4.1 Class Workweeks and Aggrieved Employee PAGA Pay Periods. Based on a review of its records to date, Defendant estimates there were 221 Class Members who collectively worked a total of 6,100 workweeks from July 19, 2020, to September 26, 2025, and 221 Aggrieved Employees who worked a total of 6,088 PAGA Pay Periods from June 20, 2023, to September 26, 2025.

4.2 Class Data. Not later than 14 days prior to the hearing on the Motion for Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 30 days after the Effective Date.

4.4 Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.4.1 The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class

U.S. Mail, postage prepaid. Individual Class Payment and Individual PAGA Payment checks will remain valid and negotiable for 180 calendar days after the date of their issuance. The face of each check shall prominently state the date when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database. In the event a Participating Class Member fails to cash or deposit their Individual Class Payment, the Participating Class Member shall nevertheless remain bound by the Settlement.

- 4.4.2 The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without United States Postal Service ("USPS") forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, if requested by the Class Member prior to the void date.
 - 4.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).
 - 4.4.4 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.
5. **RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Participating Class Members, and Aggrieved Employees will release claims against all Released Parties as follows:

5.1 Plaintiffs' Release. Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences related to Plaintiffs' employment with Defendant, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged based on the facts contained in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint or Plaintiffs' PAGA Notice. ("Plaintiffs' Release.") Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

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

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

Thus, notwithstanding the provisions of Section 1542, Plaintiffs expressly acknowledge this Agreement is intended to include in its effect all claims Plaintiffs do not know or suspect to exist in the Plaintiffs' favor at the time of signing this Agreement, and that this Agreement contemplates the extinguishment of any such claims. Plaintiffs warrant that Plaintiffs have read this Settlement, including this waiver of California Civil Code section 1542, and that Plaintiffs have consulted with or had the opportunity to consult with counsel of Plaintiffs' choosing about this Agreement and specifically about the waiver of Section 1542, and that Plaintiffs understand this Agreement and the Section 1542 waiver, and so Plaintiffs freely and knowingly enter into this Agreement. Plaintiffs further acknowledge that Plaintiffs later may discover facts different from or in addition to those Plaintiffs now know or believe to be true regarding the matters released or described in this Agreement, and even so Plaintiffs agree that the releases and agreements contained in this Agreement shall remain effective in all respects notwithstanding any later discovery of any different or additional facts. Plaintiffs expressly assume any and all risk of any mistake in connection with the true facts involved in the matters, disputes, or controversies released or described in this Agreement or with regard to any facts now unknown to Plaintiffs relating thereto.

5.2 Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from 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 Operative Complaint, arising during the Class Period, including all of the following claims for relief: (1) all claims for failure to pay minimum wages; (2) all claims for failure to pay wages and overtime; (3) all claims for failure to provide meal periods; (4) all claims for failure to provide rest periods; (5) all claims for failure to pay vacation wages; (6) all claims for failure to comply with California Labor Code sections 245, *et seq.* and 246; (7) all claims for failure to reimburse necessary expenditures; (8) all claims for violation of California Labor Code section 226(a); (9) all claims for failure to keep required payroll records under California Labor Code sections 1174 and 1174.5; (10) all claims for penalties pursuant to California Labor Code section 203; and (11) all claims for violation of California Business and Professions Code section 17200, *et seq.* Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

5.3 Release by Aggrieved Employees: To the fullest extent permitted by law, the State of California and all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all causes of action and claims for civil penalties under the California Private Attorneys General Act of 2004 that were alleged or reasonably could have been alleged based on the facts and legal theories contained in the PAGA Notice, arising during the PAGA Period, including claims for civil penalties based on the following: (1) all claims for failure to pay minimum wages; (2) all claims for failure to pay wages and overtime; (3) all claims for failure to provide meal periods; (4) all claims for failure to provide rest periods; (5) all claims for failure to pay vacation wages; (6) all claims for failure to comply with California Labor Code sections 245, *et seq.* and 246; (7) all claims for failure to reimburse necessary expenditures; (8) all claims for violation of California Labor Code section 226(a); (9) all claims for failure to keep required payroll records under California Labor Code sections 1174 and 1174.5; and (10) all claims for violation of California Labor Code section 203 ("Released PAGA Claims"). All Aggrieved Employees are deemed to release all Released PAGA Claims regardless of whether the Aggrieved Employees opt out of the Settlement.

6. **MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

6.1 Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the

notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under Dunk/Kullar and a request for approval of the PAGA Settlement under California Labor Code Section 2699(1)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense Counsel; (v) signed declarations from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (1)(1)), this Agreement (Labor Code section 2699, subd. (1)(2)); and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, and/or the Administrator. In their Declarations, Plaintiffs and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Responsibilities of Counsel. Class Counsel is responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court’s Preliminary Approval Order to the Administrator.

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

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected Apex Class Action LLC to serve as the Administrator and verified that, as a condition of appointment, Apex Class Action LLC agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of the Administration Expenses Payment. The Parties and their Counsel represent that they have no interest or

relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

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

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

7.4 Notice to Class Members.

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

7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days after the Court grants Preliminary Approval of the Settlement, the Administrator will send to all Class Members identified in the Class Data, via first-class USPS mail, the Class Notice in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

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

7.4.4 The deadlines for Class Members' written objections, Challenges to Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5 If the Administrator, Defendant, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class

Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone or by email, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever ever are later.

7.5 Requests for Exclusion (Opt-Outs).

- 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or their representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's (1) name, (2) address, and (3) email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Class Members who worked during the PAGA Period that submit a valid Request for Exclusion will still be deemed Aggrieved Employees, will still receive their Individual PAGA Payments and will still be bound by the Released PAGA Claims.

7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email, or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks and/or PAGA Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to the calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination regarding the challenges.

7.7 Objections to Settlement.

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

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

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

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

7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time, and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payments, the Final Approval, and the

Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes, and emails.

- 7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; and (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).
- 7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or PAGA Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- 7.8.4 Workweek and/or PAGA Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks or PAGA Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- 7.8.5 Administrator’s Declaration. Not later than 14 days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of the Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections, and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.
- 7.8.6 Final Report by Settlement Administrator. Within ten (10) days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report

detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. **CLASS SIZE ESTIMATES and ESCALATOR CLAUSE** The Gross Settlement Amount was calculated based on the estimate that 221 Class Members worked a total of 6,100 workweeks during the Class Period. If the total number of workweeks during the Class Period increases by more than 10% (i.e. more than 6,710 workweeks), then the Gross Settlement Amount will be increased proportionally by the number of workweeks worked in excess of 10%. For example, if the total number of workweeks increases by 15% over 6,100 workweeks, the Gross Settlement Amount will increase by 5%. If this provision is triggered, the Parties agree that the portion of the Gross Settlement Amount allocated to attorneys' fees will increase proportionally such that the total amount of attorneys' fees remains one-third of the Gross Settlement Amount after the upward adjustment required by this provision is implemented. Alternatively, at its option, Defendant can avoid increasing the Gross Settlement Amount by electing to end the Class Period on the date by which the number of workweeks reaches 6,710. No later than 14 calendar days before the hearing on the Motion for Preliminary Approval, Defendant shall provide the number of Workweeks or dates of employment of Class Members to the Administrator who will calculate Workweeks. Prior to the hearing on the motion for preliminary approval of this Settlement, the Administrator shall confirm whether this escalator clause has been triggered, and if so, Defendant's election under this escalator clause.
9. **DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendant may, but is not obligated to, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement administration expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than 21 days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.
10. **MOTION FOR FINAL APPROVAL.** Unless otherwise ordered by the Court, not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under California Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than 5 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer, in good faith, to resolve any disagreements concerning the Motion for Final Approval.

- 10.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members or Aggrieved Employees), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
- 10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs, or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.
- 10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses Payment reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payments or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

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

12. **ADDITIONAL PROVISIONS.**

12.1 **No Admission of Liability, Class Certification or Representative Manageability for Other Purposes.** This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Action have merit. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, will be construed as an admission or concession by Defendant of any such violations or failures to comply with any applicable law. The Parties agree that class certification and representative treatment is for the limited purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval, or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement, and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

12.2 **Confidentiality Prior to Preliminary Approval.** Plaintiffs, Class Counsel, Defendant, and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendant, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

12.3 **Media or Press.** The Parties and their counsel further agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry,

or have any communication with the press about the fact, amount or terms of the Agreement. Class Counsel further agrees not to use the Agreement or any of its terms for any marketing or promotional purposes. Further, Class Counsel will not include, reference or use the Agreement for any marketing or promotional purposes, or for attempting to influence business relationships at Defendant's locations, either before or after the Motion for Preliminary Approval is filed.

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

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

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

12.7 Agreement Contingent on Court Approval. This Agreement is contingent upon an order by the Court granting Final Order approving the Settlement, and that the LWDA does not intervene and object to the Settlement. In the event it becomes impossible to secure approval of the Settlement by the Court and the LWDA, the Parties shall be restored to their respective positions in the Action prior to entry of this Settlement. If this Settlement Agreement is voided, not approved by the Court or approval is reversed on appeal, it shall have no force or effect and no Party shall be bound by its terms except to the extent: (a) the Court reserves any authority to issue any appropriate orders when denying approval; or (b) there are any terms and conditions in this Agreement specifically stated to survive the Agreement being voided or not approved, and which control in such an event.

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

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

12.10 No Tax Advice and Circular 230 Disclaimer. Defendant makes no representation as to the tax treatment or legal effect of the payments called for hereunder, and the Plaintiffs and Participating Class Members are not relying on any statement, representation, or calculation by Defendant or by the Settlement Administrator in this regard. Participating Class Members and Class Counsel understand and agree that they shall be responsible for the payment of all taxes and penalties assessed on the payments specified herein, and shall hold the Parties, Class Counsel and Defense Counsel free and harmless from and against any claims resulting from treatment of such payments as non-taxable, including the treatment of such payments as not subject to withholding or deduction for payroll and employment taxes.

EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR ADVISER’S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

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

- 12.12 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.13 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 12.14 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 12.15 Duty to Support and Defend the Settlement. The Parties agree to abide by all of the terms of this Agreement in good faith and to support the Settlement fully and to use their best efforts to defend this Settlement from any legal challenge, whether by appeal or collateral attack.
- 12.16 Confidentiality. To the extent permitted by law, all agreements made and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 12.17 Non-Evidentiary Use. Whether or not the Effective Date occurs, neither this Agreement, nor any of its terms, nor the Settlement itself, will be: (a) construed as, offered, or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Defendant or any other of the Released Parties, including but not limited to, evidence of a presumption, concession, indication, or admission by Defendant or any of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage, or (b) disclosed, referred to, or offered in evidence against Defendant or any of the Released Parties in any further proceeding in the Action, except for the purposes of effectuating the Settlement pursuant to this Agreement or for Defendant to establish that a Class Member has resolved any of their claims released through this Agreement.
- 12.18 No Third-Party Beneficiaries. Plaintiffs, Participating Class Members, PAGA Members, the State of California, Class Counsel, and Defendant are direct beneficiaries of this Agreement, but there are no third-party beneficiaries.
- 12.19 Use and Return of Class Data. Information provided to Class Counsel pursuant to California Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 30 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy, all paper and electronic versions of Class Data received from Defendant unless, prior to

the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destruction, of Class Data.

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

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

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

To Plaintiffs:

D.LAW, INC.
Enoch J. Kim
e.kim@d.law
Arianna N. Razi
a.razi@d.law
250 North Madison Avenue, 2nd Floor
Pasadena, California 91101-1639
Telephone: (818) 962-6465

To Defendant:

JACKSON LEWIS P.C.
Leticia M. Kimble
Leticia.Kimble@jacksonlewis.com
Nicole R. Kardassakis
Nicole.Kardassakis@jacksonlewis.com
725 South Figueroa Street, Suite 2800
Los Angeles, California 90017
Telephone: (213) 689-0404

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

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

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

12.26 Severability. In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way affect any other provision if Defense Counsel and Class Counsel, on behalf of the Parties, the Class Members, and the Aggrieved Employees, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

12.27 Neutral Reference. Defendant agrees that for all employment reference inquiries directed to Defendant's Human Resources, it will respond by providing a neutral reference confirming only Plaintiffs' names, job titles, and dates of employment.

12.28 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Class Action and PAGA Settlement Agreement between Plaintiffs, on the one hand, and Defendant, on the other hand, as of the date(s) set forth below:

Dated: 3/27/2026

Kristine Ghukasyan

DocuSigned by:

613E70E690D8496...

Dated: 3/28/2026

Brianna Meneses

Signed by:

1B93D87AB71A4AF...

Dated: _____

MANGO NY, INC.

By: _____

Title: _____

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

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

12.26 Severability. In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way affect any other provision if Defense Counsel and Class Counsel, on behalf of the Parties, the Class Members, and the Aggrieved Employees, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

12.27 Neutral Reference. Defendant agrees that for all employment reference inquiries directed to Defendant's Human Resources, it will respond by providing a neutral reference confirming only Plaintiffs' names, job titles, and dates of employment.

12.28 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Class Action and PAGA Settlement Agreement between Plaintiffs, on the one hand, and Defendant, on the other hand, as of the date(s) set forth below:

Dated: _____

Kristine Ghukasyan

Dated: _____

Brianna Meneses

Dated: 03/27/2026

MANGO NY, INC.



By: M. MAUDAVINA MARIN RUZ

Title: Team Leader - Labour and Payroll - International

Approved as to form and content:

Dated: 03-27-2026

JACKSON LEWIS P.C.



Leticia M. Kimble
Nicole R. Kardassakis
Attorneys for Defendant

Dated: _____

D.LAW, INC.

Enoch J. Kim, Esq.
Arianna N. Razi, Esq.
Attorneys for Plaintiffs Kristine Ghukasyan
and Brianna Meneses

Approved as to form and content:

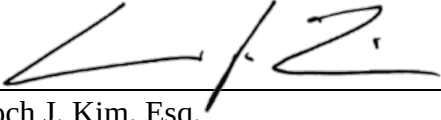
Dated: _____

JACKSON LEWIS P.C.

Leticia M. Kimble
Nicole R. Kardassakis
Attorneys for Defendant

Dated: 3/30/2026

D.LAW, INC.



Enoch J. Kim, Esq.
Arianna N. Razi, Esq.
Attorneys for Plaintiffs Kristine Ghukasyan
and Brianna Meneses

EXHIBIT A

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND
HEARING DATE FOR FINAL COURT APPROVAL**

Kristine Ghukasyan v. Mango NY, Inc. et al.
Los Angeles County Superior Court Case Number 24STCV18124

The Superior Court for the State of California authorized this Notice. Read it carefully! It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Mango NY, Inc. (“Defendant”) for alleged wage and hour violations. The Action was filed by former Mango employees Kristine Ghukasyan and Brianna Meneses (“Plaintiffs”) and alleges claims for (1) unpaid minimum wages; (2) unpaid wages and overtime; (3) meal period violations; (4) rest period violations; (5) unpaid vacation wages; (6) unpaid sick time; (7) failure to reimburse necessary expenditures; (8) wage statement violations; (9) failure to maintain payroll records; (10) waiting time penalties; and (11) violation of California Business and Professions Code section 17200. The class Plaintiffs seek to represent is comprised of all persons who worked for Defendant in California as non-exempt employees at any time during the Class Period from July 19, 2020, through September 26, 2025 (“Class Members”). Based on these and other alleged Labor Code violations, Plaintiffs also seek civil penalties under the California Private Attorney General Act (“PAGA”) for all persons who worked for Defendant in California as non-exempt employees at any time during the PAGA Period from June 20, 2023, through September 26, 2025 (“Aggrieved Employees”). Defendant vigorously denies the claims in this Action and contends that it fully complied with all applicable laws at all times.

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$_____ (less withholding) and your Individual PAGA Payment is estimated to be \$_____**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you worked _____ workweeks** during the Class Period and **you worked _____ pay periods** during the PAGA Period. If you believe that you worked more workweeks or pay periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have

carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Class Claims and Released PAGA Claims, defined below).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is _____	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims (defined below).
Participating Class Members Can Object to	All Class Members who do not opt-out ("Participating Class Members") can object to the Class Settlement. The Court's decision whether to finally

the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by	approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/PAGA Pay Periods Written Challenges Must be Submitted by _____	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many pay periods you worked at least one day during the PAGA Period, respectively. The number of Class Period workweeks and the number of PAGA Period pay periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former Mango employees. The Action accuses Defendant of violating California labor laws by (1) failing to pay minimum wages; (2) failing to pay wages and overtime; (3) failing to provide meal periods; (4) failing to provide rest periods; (5) failing to pay vacation wages; (6) failing to pay sick time; (7) failing to reimburse necessary expenditures; (8) failing to provide compliant wage statements; (9) failing to maintain payroll records; (10) failing to timely pay final wages; and (11) violation of California Business and Professions Code section 17200. Based on these and similar claims, Plaintiffs have also asserted a claim for civil penalties under PAGA. Plaintiffs are represented by the attorneys of D.Law, Inc. in the Action ("Class Counsel").

Defendant strongly denies violating any laws whatsoever or failing to pay any wages whatsoever and contends that, at all times, it fully complied with all applicable laws.

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

So far, the Court has made no determination whether Defendant or Plaintiffs are correct on the merits.

In the meantime, Plaintiffs and Defendant hired an experienced neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendant have negotiated a proposed Settlement that is subject to the Court's

Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) the Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

1. Defendant Will Pay \$300,000.00 as the Gross Settlement Amount. Defendant has agreed to deposit the Gross Settlement Amount into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payments, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement Amount not more than 30 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement Amount. At the Final Approval Hearing, Plaintiffs or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - a. Up to \$100,000.00 (one-third of the Gross Settlement Amount) to Class Counsel for attorneys' fees and reimbursement of their litigation expenses, which is currently estimated not to exceed \$30,000.00. To date, Class Counsel has worked and incurred expenses on the Action without payment.
 - b. Up to \$10,000.00 to Plaintiff Ghukasyan and \$5,000.00 to Plaintiff Meneses as Class Representative Service Payments for filing the Action, working with Class Counsel, and representing the Class. A Class Representative Service Payment will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payment and any Individual PAGA Payment.
 - c. Up to \$7,385.00 to the Administrator for services administering the Settlement.

- d. Up to \$30,000.00 for PAGA Penalties, allocated 65% (\$19,500.00) to the LWDA PAGA Payment and 35% (\$10,500.00) in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

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

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement Amount (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiffs and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“Wage Portion”) and 80% to interest and penalties (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiffs and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement. 5.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

If the monies represented by your check is sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than _____, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the _____ Response Deadline. The Request for Exclusion should be a letter from a Class Member or their representative setting forth the Class Member’s name, present address, email address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class

Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt-out or object to any portion of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert the Released PAGA Claims against Defendant as defined below.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.
8. Administrator. The Court has appointed a neutral company, Apex Class Action LLC (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion and written objections. The Administrator will also decide Class Member Challenges over Workweeks or PAGA Pay Periods, mail and remail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
9. Participating Class Members’ Release. After the Judgment is final and Defendant has fully funded the Gross Settlement Amount and separately paid the employer-side payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for the Released Class Claims (defined below).

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

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from 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 Operative Complaint, arising during the Class Period, including all of the following claims for relief: (1) all claims for failure to pay minimum wages; (2) all claims for failure to pay wages and overtime; (3) all claims for failure to provide meal periods; (4) all claims for failure to provide rest periods; (5) all claims for failure to pay vacation wages; (6) all claims for failure to comply with California Labor Code sections 245, *et seq.* and 246; (7) all claims for failure to reimburse necessary expenditures; (8) all

claims for violation of California Labor Code section 226(a); (9) all claims for failure to keep required payroll records under California Labor Code sections 1174 and 1174.5; (10) all claims for penalties pursuant to California Labor Code section 203; and (11) all claims for violation of California Business and Professions Code section 17200, *et seq.* Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

"Released Parties" means: Defendant and each of Defendant's former and present directors, officers, shareholders, owners, members, employees, agents, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

10. Aggrieved Employees' PAGA Release. After the Court's Judgment is final and Defendant has fully funded the Gross Settlement Amount and separately paid the employer-side payroll taxes, all Aggrieved Employees will be legally barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees will be bound by the following release

To the fullest extent permitted by law, the State of California and all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all causes of action and claims for civil penalties under the California Private Attorneys General Act of 2004 that were alleged or reasonably could have been alleged based on the facts and legal theories contained in the PAGA Notice, arising during the PAGA Period, including claims for civil penalties based on the following: (1) all claims for failure to pay minimum wages; (2) all claims for failure to pay wages and overtime; (3) all claims for failure to provide meal periods; (4) all claims for failure to provide rest periods; (5) all claims for failure to pay vacation wages; (6) all claims for failure to comply with California Labor Code sections 245, *et seq.* and 246; (7) all claims for failure to reimburse necessary expenditures; (8) all claims for violation of California Labor Code section 226(a); (9) all claims for failure to keep required payroll records under California Labor Code sections 1174 and 1174.5; and (10) all claims for violation of California Labor Code section 203 ("Released PAGA Claims"). All Aggrieved Employees are deemed to release all Released PAGA Claims regardless of whether the Aggrieved Employees opt out of the Settlement.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$10,500.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/PAGA Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated on the first page of this Notice. You have until _____ to challenge the number of Workweeks and/or PAGA Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email, or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or PAGA Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or PAGA Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

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

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

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Kristine Ghukasyan v. Mango NY, Inc. et al.*, and include your identifying information (full name, address, and email address or telephone number). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must receive your request to be excluded by _____, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information. Class Members who worked during the PAGA Period that submit a valid Request for Exclusion will still be deemed Aggrieved Employees, will still receive their Individual PAGA Payments, and will be bound by the Released PAGA Claims.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendant are asking the Court to approve. At least 16 business days before the _____ Final Approval Hearing, Class Counsel or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Attorneys' Fees and Litigation Expenses, and Class Representatives Service Payments stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as Class Representative Service Payments. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Court's website or the Administrator's Website _____. Class Members who worked during the PAGA Period are not permitted to object to the Released PAGA Claims or any portion of the Settlement pertaining to the Released PAGA Claims.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval or Motion for Attorneys' Fees and Litigation Expenses, and Class Representatives Service Payments may wish to object. **The deadline for sending written objections to the Administrator is _____.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Kristine Ghukasyan v. Mango NY, Inc. et al.* and include your name, current address, email address, telephone number, approximate dates of employment, and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at _____ in Department 1 of the Los Angeles County Superior Court, located at the Spring Street Courthouse, 312 N. Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel, and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://lacc.lacourt.org/>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website _____ beforehand, contact Class Counsel, or check the Superior Court's website by going to (<https://www.lacourt.ca.gov/home>) and entering the Case Number for the Action, Case No. 24STCV18124 to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment, or any other Settlement documents is to go to Apex Class Action LLC's website at _____. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below or consult the Superior Court website by going to (<https://www.lacourt.ca.gov/home>) and entering the Case Number for the Action, Case No. 24STCV18124. You can also make an appointment to personally review court documents in the Clerk's Office at the Los Angeles Superior Court.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

D.Law, Inc.

Enoch J. Kim

e.kim@d.law

Arianna N. Razi

a.razi@d.law

250 North Madison Avenue, 2nd Floor

Pasadena, California 91101-1639

(818) 962-6465

Settlement Administrator:

Name of Company: Apex Class Action LLC

Email Address: Sean@apexclassaction.com

Mailing Address: 18 Technology Drive, Suite 154, Irvine, CA 92618
Telephone: 949.878.3676

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

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

11. WHAT IF I CHANGE MY ADDRESS?

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