JAMES HAWKINS APLC
James R. Hawkins, Esq. (#192925)
Gregory Mauro, Esq. (#222239)
Michael Calvo, Esq. (#314986)
Lauren Falk, Esq. (#316893)
Ava Issary, Esq. (#342252)
9880 Research Drive, Suite 200
Irvine, CA 92618
Tel.: (949) 387-7200
Fax: (949) 387-6676
Email: James@jameshawkinsaplc.com
Email: Greg@jameshawkinsaplc.com
Email: Michael@jameshawkinsaplc.com
Email: Lauren@jameshawkinsaplc.com
Email: Ava@jameshawkinsaplc.com

Attorneys for Plaintiff MARQUINN FOSTER,

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

MARQUINN FOSTER, on behalf of the general public as private attorney general, Plaintiff, v. WENDY'S OF THE PACIFIC, INC.; and DOES 1-50, inclusive,	Case No.: BCV-24-103322 Assigned for all Purposes to: The Hon. Bernard C. Barmann, Jr. Division: 7 **DECLARATION OF JAMES HAWKINS IN SUPPORT OF MOTION TO APPROVE PAGA SETTLEMENT** Date: July 15, 2026 Time: 8:30 a.m.

<u>DECLARATION OF JAMES HAWKINS</u>

I, James Hawkins, declare as follows:

1. I am an individual over the age of 18. I am a partner at the law firm of James Hawkins, APLC. I am one of the attorneys of record for Plaintiff MARQUINN FOSTER (hereinafter referred to as "Plaintiff") who filed this action on behalf of the general public and all aggrieved employees. I submit this declaration in support of Plaintiff's Motion for Approval of the PAGA Settlement, which Plaintiff filed concurrently herewith, along with the supporting Memorandum of Points and Authorities. I have personal knowledge of the facts set forth below, and if called to testify regarding them, I could and would do so competently.

2. Attached hereto as **Exhibit # 1** is a true and correct copy of the executed PAGA Representative Settlement Agreement ("Settlement Agreement", "Settlement", "Agreement") which the Parties ask the Court to approve.

3. On July 24, 2024, Plaintiff's Counsel sent a letter to the LWDA on behalf of Plaintiff, in compliance with California Labor Code section 2699.3. Plaintiff seeks to represent herself and all PAGA Settlement Members. More than 65 days passed after the letter was sent to the LWDA, and the LWDA did not indicate that it intended to investigate the alleged violations referenced in the letter.

4. On September 30, 2024, Plaintiff filed the PAGA Representative Action in the Superior Court of California in and for the County of Los Angeles, styled *Marquinn Foster, et al. v. Wendy's of the Pacific, Inc.,* Kern County Case No.: BCV-24-103322. The complaint alleges a singular cause of action under PAGA for Defendant's alleged violations of the California Labor Code, including Defendant's (a) failure to pay wages including overtime; (b) failure to provide meal periods for every work period exceeding more than five (5) or ten (10) hours per day and failure to pay an additional hour's of pay or accurately pay an additional hour's of pay in lieu of providing a meal period; (c) failure to provide rest breaks for every four hours or major fraction thereof worked and failure to pay an additional hour's of pay or accurately pay an additional hour's of pay in lieu of providing a rest period; (d) failing to pay timely wages required by Labor Code § 203; (e) failing to provide accurate itemized wage statements; and (f) failing to indemnify

necessary business expenses. Plaintiff seeks penalties under Labor Code 2698, et seq. on behalf of the general public as private attorney general and all other aggrieved employees.

5. During the course of this action Defendant and Plaintiff exchanged numerous documents and information as well as an approximate 15% sample of the time and pay records for the PAGA Settlement Members. Defendant also produced policies and other relevant data points for Plaintiff to conduct a thorough analysis. With this information, Plaintiff and Defendant agreed to mediate this action with mediator Steve Mehta, Esq., a respected and experienced wage and hour class action mediator.

6. On March 18, 2026, the Parties participated in an all-day private mediation with the mediator. During the mediation the Parties engaged in extensive, arms-length negotiations. As a result of the Parties' efforts, the matter was fully resolved. The Parties engaged in significant efforts to obtain the facts regarding the claims asserted, including the exchange of detailed statistical data regarding weeks and pay periods worked by individuals and Plaintiff. Thereafter, the parties worked together to finalize the terms of the long form settlement agreement that is now placed before this Court for approval.

7. The claim before this court is the representative claim under PAGA on behalf of the State of California for civil penalties pursuant to the PAGA. The parties have agreed to settle this PAGA claim in its entirety after discovery and arm's length mediation. Defendant filed and served its answer generally denying the claims therein and asserting affirmative defenses. Defendant denies any wrongdoing and denies liability with respect to the matters alleged in the Complaint and believes that it has valid defenses to all of Plaintiff's claims. Defendant further contends that it has complied with all wage and hour laws applicable to the employment of Plaintiff and other PAGA Settlement Members. To date, no court has made any findings that Defendant engaged in any wrongdoing or in any wrongful conduct, or otherwise acted improperly or in violation of any law, rule or regulation with respect to any of the issues presented in this action.

8. The Agreement negotiated by the parties provides for Defendant to pay $728,500.00 as the Gross Settlement Amount ("GSA"). The "Net Settlement Amount" ("NSA")

is the amount remaining of the GSA minus the Court-approved amounts awarded for the Attorneys Fees and Costs, Settlement Administration Fees, Enhancement Award to Plaintiff (if any), and the LWDA Payment. (Agreement at § IV(B)(2,5)). The Net Settlement Amount is estimated to be $433,275.00.

9. The NSA is calculated as follows: (1) $254,975.00 (i.e. 35% of the GSA) shall be paid to Plaintiff's Counsel for payment of attorneys' fees; (2) Plaintiff's Counsel's litigation expenses not to exceed $23,000.00 (Plaintiff's counsel's litigation costs to date is $21,765.05); (3) $5,000.00 Enhancement Award to the Plaintiff for Plaintiff's time and risks in prosecuting this case and Plaintiff's service to the PAGA Settlement Members as well as for Plaintiff's general release of Plaintiff's Released Claims; (4) Administration costs not to exceed $12,250.00. (Agreement at § IV(D)). Any difference from these maximum amounts will be added to the Net Settlement Amount.

10. The Gross Settlement Amount is subject to Court approval consistent with Labor Code § 2699. Should the Net Settlement Amount increase or decrease, the amount to be distributed shall be adjusted according to the changes made by the Court. Upon approval, the Net Settlement Amount shall be allocated 65% (approximately $271,878.75) to the LWDA and 35% (approximately $146,396.25) among PAGA Settlement Members. The share of the Net Settlement Amount to be distributed to each PAGA Settlement Member is based on the number of his or her Pay Periods worked in the PAGA Period in relation to the aggregate number of Pay Periods worked by the Settlement Group during the PAGA Period. (Agreement at § V(C)(1)). The 65/35 allocation is required by Labor Code § 2699 as explained by *ZB, N.A. v. Superior Court*, 8 Cal.5th 175 (2019). Each PAGA Settlement Member will receive approximately $27.11 per pay period worked <u>before</u> deductions for fees, costs, and enhancement and approximately $182.31 to each PAGA Settlement Member based on the 35% net settlement fund (after deductions). The per pay period count is approximately $146,396.25 (PAGA Settlement Member fund) divided by 26,875 pay periods = $5.45 per pay period.

11. The "PAGA Settlement Members" means "All individuals employed by Defendant as non-exempt employees in California during the PAGA Period." The "PAGA Period" or

"Settlement Period" or "Release Period" means the period from July 24, 2023, through May 17, 2026. Defendant represented that PAGA Settlement Members consisted of approximately 803 PAGA Settlement Members who worked approximately 26,875 pay periods during the PAGA Period. (Agreement at § X(C)(1)).

12. Since the filing of the complaint, the Parties have exchanged extensive discovery and engaged in numerous discussions regarding the factual and legal issues surrounding this case. Throughout the litigation, Defendant produced voluminous pages of information and data, including policies, handbooks, time and payroll records for the PAGA Settlement Members reflecting time punches at the start of employees' shifts, and at the end of the shift, and meal period punches as well as the applicable pay rates. Defendant also provided Plaintiff's personnel file. Defendant also provided substantial information concerning the total number of PAGA Settlement Members, the total number of pay periods at issue, and the applicable hourly rates and other summary data related to the PAGA Settlement Members. The Parties have conducted informed, good faith arms-length negotiations after conducting discovery and exchanging extensive evidence and information about the claims and defenses of this lawsuit and engaged in pre-mediation discussions, telephone conferences, and correspondence all aimed at settling their dispute.

13. In preparation for the mediation, Plaintiff reviewed the entirety of the discovery produced. The information had to be analyzed and processed to figure out the amount of compensation Plaintiff contends are due to the PAGA Settlement Members. The evidence and information gathered and reviewed by Plaintiff's counsel provided a factual framework for a comprehensible and reliable damage model pertaining to all PAGA Settlement Members. The mediation and subsequent negotiations included discussion and examination of the PAGA Settlement Members and the Parties' respective positions on the legal and factual issues raised in the Complaint. This was both a thorough and exhaustive process.

14. The PAGA Settlement Members' recovery compares favorably to the estimated amount of PAGA penalties. With the assistance of an expert, Plaintiff calculated that the maximum amount of statutory PAGA civil penalties was potentially $2,687,500.00 based on

26,875 bi-weekly pay using a maximum per pay period penalty per violation of $100 for one violation per pay period.[1] These were for penalties for violations of Labor Code §§ 226.7 and 512 (meal periods) at a 32% pay period violation rate, penalties for violation of Labor Code §§ 226.7 and 512 (rest periods) also valued at approximately 10% violation rate, penalties for violation of Labor Code § 226, penalties under Labor Code §510/558 at a .50% violation rate assessment,, and penalties for 100% violation rate assessment of Labor Code §§ 201/202/203 for all 203 PAGA employees. Importantly, however, in total, these calculations were performed at the $100 statutory rate for the penalties for the first violation, and it is likely that any penalties awarded would be at a much lower rate given the facts of this case. California Labor Code Section 2699(e)(1) permits a Court to award a lesser amount than the maximum civil penalty if based on the facts and circumstances to do otherwise would result in an award that is "unjust, arbitrary and oppressive or confiscatory." The maximum exposure here would be approximately $2,687,500.00 to $5,964,375.00 if the Court awarded 100% penalties for each and every pay period at $100 per pay period. Of course, these amounts would probably have been reduced given the polices in place, and manageability issues, the issues of why someone missed a meal break or rest breaks on any occasion or worked off the clock, and issues of payment of meal period premiums. Even assuming a 50% likelihood of success at trial, the practical recovery would be further reduced by statutory discretion, proof risks, and overlapping penalty concerns, resulting in a realistic recovery range of approximately $1,343,750.00 to $2,982,187.00. The risks include manageability issues, not prevailing on the merits, prevailing on certain claims for certain periods, reduced penalty amounts awarded by the trial Court, and reversal on appeal.

15. Defendant disputes that the penalties assessed by Plaintiff and his expert would have been awarded. Further, it is Defendant's contention that PAGA penalties cannot be stacked, and that at most just one PAGA penalty can be awarded to a PAGA Settlement Member in any one pay period. *See* Labor Code section 2699 (f)(2) (authorizing awardable PAGA penalties to be measure by "each "each aggrieved employee per pay period"); *Smith v. Lux Retail North*

[1] Defendant further contends that that proper penalty rate for Plaintiff's claims is $50 per pay period as laid out in Labor Code § 558 which applies to alleged underpayment of wages.

America, Inc., 2013 WL 2932243, at *1, *4 (N.D. Cal. 2013) (rejecting a pleading that sought the "stacking of penalties"; "[f]or the single mistake of failing to include commissions in the overtime base, plaintiff has asserted *five* (count them, five) separate labor code violations that could lead to statutory penalties;" "is it plausible that we would really pile one penalty on another for a single substantive wrong?"; noting that "no actual holding in any judicial decision has ever blessed such stacking"). As such, and for this initial reason, Defendant contends that the maximum potential recovery in this action is significantly lower than as stated by Plaintiff.

16. Further, Defendant argues that Plaintiff's calculation of penalties as applicable to any employee and for any pay period, is inflated for an additional reason. Defendant argues that even were liability established, one does not reach the second-tier penalty for that violation unless and until the employer is first cited for the violation, and that Defendant has never been cited. *See Amalgamated Transit Union Local 1309, AFL-CIO v. Laidlaw Transit Servs., Inc.,* 2009 WL 2448430 *1, *9 (S.D. Cal. 2009) ("For the purposes of subsequent violation penalties, the issue is not whether [Defendants] willfully violated the Labor Code, but rather whether a court or commissioner had notified it of any violation."); *Amaral v. Cintas Corp. No. 2*, 163 Cal. App. 4th 1157, 1209 (2008) ("[u]ntil the employer has been notified that it is violating a Labor Code provision (whether or not the Commissioner or court chooses to impose penalties), the employer cannot be presumed to be aware that its continuing underpayment of employees is a 'violation' subject to penalties" at a second tier); *Robinson v. Open Top Sightseeing San Francisco, LLC*, No. 14-CV-00852-PJH, 2018 WL 895572, at *20 (N.D. Cal. Feb. 14, 2018) (applying "initial" penalty to each violation of § 226 and § 2699(f)(2) because there was no evidence showing Defendants was previously notified its practice violated § 226); *Willis v. Xerox Bus. Servs., LLC*, 2013 WL 605383, at *1, *6 (E.D. Cal. 2013) ("for a plaintiff to recover for a 'subsequent violation,' an employer must have notice that it has violated the Labor Code"). As such, Defendant contends that Plaintiff's calculations are inflated not only because the "stack" penalties for a single person during a single pay period, but because the penalties Plaintiff would award in each instance are at an inapplicable (doubled) rate.

17. Defendant further argues that Plaintiff would still face significant practical

problems in aggregating any material exposure, as each violation would need to be proven as to each person and for each period for which recovery is sought. Defendant argues that it is unlikely that any significant number of current and former employees would travel to the venue of a trial, stay at a hotel, prepare for and deliver testimony, all in exchange for – at most – 25% of $50 or $100 (i.e. $12.50 or $25) for each pay period in which there was a violation. wage statement penalties"). For purposes of section 226, "a good faith dispute presents when there is (1) uncertainty in the law; (2) representations by an authority that compliance was not required; or (3) an employer's good faith mistaken belief grounded in a good faith dispute." *Magadia v. Wal-Mart Assocs., Inc.*, 384 F. Supp. 3d 1058 (N.D. Cal. 2019). "Mere recklessness" is not a basis for liability. *Pedroza,* 2012 WL 9506073, *5.

18. As a result of the mediation and the consideration of all facts, evidence, and arguments presented to Plaintiff and his counsel, the Parties agreed to settle this matter for $728,500.00.

19. The claims in this PAGA action are based upon the wage and hour practices of Defendant. The settlement provides a recovery of approximately $5.45 per pay period after deductions and the PAGA Allocation of the Net Settlement to the LWDA. This provides the PAGA Settlement Members money now rather than in the future to some undetermined date and undetermined amounts. Upon approval, approximately $271,878.75 will be sent to the State of California and approximately $146,396.25 will be allocated to the PAGA Settlement Members as the "Individual PAGA Payments". This equates a payout to each PAGA Settlement Member of approximately $182.31 with a low of approximately $5.45 and an estimated high payment of $403.03 (assuming paid on a bi-weekly schedule) for someone who worked the entire PAGA Period.

20. Plaintiff's counsel balanced the terms of the proposed Settlement against the risk of litigation and probable outcome if this matter went at trial. Based on their own respective independent investigations and evaluations, and after taking into account the sharply disputed factual and legal issues involved in this matter, the risks attending further prosecution of the case, and the monetary benefits received under the Settlement despite the questionable nature of the

claims, Plaintiff's counsel is of the opinion that Settlement for the consideration and on the terms set forth in the Settlement Agreement is fair, reasonable and adequate and is in the best interests of the State, Plaintiff, and the PAGA Settlement Members. Counsel for the Parties investigated the applicable law as applied to the facts discovered regarding the claims of Plaintiff, Defendant's defenses thereto and the damages claimed by Plaintiff on behalf of the PAGA Settlement Members.

21. I further believe that the consideration and terms set forth in the Settlement Agreement are fair, reasonable, and adequate and are in the best interests of the PAGA Settlement Members in light of all known facts and circumstances, including the various defenses asserted by Defendant, and numerous potential appellate issues. In addition, the prospect of a potential adverse summary judgment ruling at trial, the difficulties of complex litigation, the lengthy process of establishing specific damages and various possible delays and appeals, were also carefully considered in agreeing to the proposed Settlement.

22. The predominant claims in this action arise from alleged violations of California law with respect to Defendant's failure to pay wages including overtime to the PAGA Settlement Members for overtime work and off the clock work performed by the PAGA Settlement Members during pre-shift activities and meal and rest periods due to work interruptions. Plaintiff alleges that Defendant's practices do not provide proper payment for missed meal periods, rest periods, overtime, and overtime for off the clock work. Defendant contends that it had compliant meal and rest period policies in place and such policies also prohibited employees from working off the clock. Defendant further contended when employees had to drive to other store locations, mileage reimbursement weas available, and further that this scenario was not a common occurrence for all employees but may have been limited to supervisors or managers.

23. Defendant contends that Plaintiff and the PAGA Settlement Members were properly compensated, and that they did not violate the Labor Code as to any of them. Defendant asserted additional defenses to the PAGA claim as discussed above. These defenses present a risk to the PAGA claim and the potential that some or all of the PAGA penalties sought may not be awarded

24. The Labor Code section 203 claim was uncertain given the defenses asserted for the underlying claims as well as the lack of evidence of the "willfulness" prong necessary for a Labor Code §203 claim. Plaintiff's counsel also recognized a risk of an adverse finding on given Defendants' apparently compliant policies and procedures at the time of mediation. The labor code section 226 claim was dependent on the underlying claims for failure to pay wages.

25. Further, Plaintiff's Counsel considered the fact that continued litigation would likely take years and would be extremely expensive given the breadth and complexity of the claims. In this case, post-trial and appellate proceedings are likely to occur, which will surely drag the case far into the future even with a positive trial result. When facing a distant and unsure resolution of the allegations in this action, the swift, sure and substantial Settlement is all the more reasonable. Avoiding such costly litigation in favor of more immediate benefits to the PAGA Settlement Members was a consideration favoring settlement. Given these realities, it is highly likely that the future expense of this litigation, and its likely duration if the settlement is not approved, would be significant and weigh heavily in favor of approval of this settlement.

Number of PAGA Pay Periods	26,875	
Number of PAGA Pay Periods - Net Meal Breaks	7,525	32%
PAGA for Waiting Time (240 former employees in PAGA Period)	$240,000	$100/$0
PAGA for Unpaid Wages (50% pay periods)	$1,343,750	$100/$100
PAGA for Rest Breaks	$268,750	$100/$100
PAGA for Meal Breaks	$752,500	$100/$100
PAGA for Wage Statements	$2,687.500	$100/$100
PAGA for Reimbursements	$671,875	$100/$100
Total	$5,964,375	$100/$100

26. Based on the Gross Settlement Amount of $728,500.00, 65% of this amount will be distributed to the LWDA and 35% to the PAGA Settlement Members. As such, provides on average each PAGA Settlement Member with approximately $182.31. To the extent any amount for Attorneys' Fees, Costs, Settlement Administration Costs or Enhancements are not awarded,

the difference in those amounts will be added to the Net Settlement Amount. This is a guaranteed amount of money paid to PAGA Settlement Members now, rather than the continued risk of further litigation and receiving no money sometime in the far future and after trial and appeals.

27. Plaintiff, as PAGA Representative, has provided extensive supporting documents and assisted Counsel in developing information necessary to litigate and settle this case. Plaintiff also conducted record review and consultation with counsel in preparation for discovery and eventual mediation, and to assist in evaluating and proving the claims. The Settlement provides for a Payment to be paid to the Plaintiff in the amount of $5,000.00, subject to Court approval. The purpose is to compensate the Plaintiff as PAGA Representative an additional enhanced payment, taking into consideration the risks, time, effort and expenses incurred in coming forward to provide invaluable information and negotiate and litigate this matter on behalf of all PAGA Settlement Members who otherwise, would probably not file their own individual claims to recover what may be relatively low damages. Further, the Payment of $5,000.00 to Plaintiff is a very fair and justified as part of the Settlement based on the risks Plaintiff has taken and benefits conferred upon the Settlement Group. The Enhancement Award requested is reasonable in light of Plaintiff's risks and efforts.

28. I have a great deal of experience in wage and hour class action litigation. I have obtained certification of several classes, I have been approved as class counsel in many other wage/hour class actions, and I am currently litigating numerous others. Although not an all-inclusive list, over the years I have prosecuted the following class action matters as lead and/or co-lead counsel, all of which implicated similar law and facts to those associated with this action:

a. *Aguilar v. 7-Eleven, Inc*., et. al., Orange County Superior Court- Case No.: 30-2009-00268714-CU-OE-CXC. Certified Wage and Hour Class action seeking premium wages for meal period and rest periods and resultant penalties. Class Notice pending.

b. *Carey, et. al. v. Arthur J. Gallagher*, et. al., USDC, SOUTHERN DISTRICT- Case No.: 09-cv-0168. Wage and Hour Class action seeking past wages of overtime for mis-classification of insurance claims adjusters employed by Gallagher Bassett, a third party administrator (TPA) in the State of California. Certification granted. Plaintiffs' counsel co-lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

c. *Dao v. 3M Company*, et al. USDC, CENTRAL DISTRICT, Case No. CV-08-04554. Wage and Hour Class Action case seeking past wages for "off the clock", overtime and meal and rest break violations for production workers in the State of California. Plaintiffs' Counsel appointed as Lead Counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

d. *Ortiz v. Kmart*, USDC, CENTRAL DISTRICT, Case No. SACV 06-638 ODW. Wage and Hour Class Action case seeking past wages for meal and rest period violations for retail employees in the State of California. Plaintiffs' counsel appointed co-lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

e. *Morgan v. Aramark Campus*, LLC, USDC, CENTRAL DISTRICT, Case No. SACV08-00412. Wage and Hour Class Action case seeking past wages for meal and rest period violations for retail employees in the State of California. Plaintiffs' Counsel appointed as Lead Counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

f. *West v Iron Mountain Information Management, Inc, et. al*.; Los Angeles County Superior Court, Case No. BC393709. Wage and Hour Class Action seeking past wages for overtime, meal and rest break violations for driver employees in the State of California. Settlement for "binding arbitration." Arbitration Award for Plaintiff Class. Arbitration Award confirmed. Plaintiffs' counsel, lead trial counsel and class counsel.

g. *Gonzalez v. Superior Industries Inter, Inc., et al*., Los Angeles County Superior Court, Case No. BC 357912. Wage and Hour Class Action seeking past wages for overtime, meal and rest breaks violations for production employees in the State of California. Plaintiffs' counsel appointed as lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

h. *Acosta v. Fleetwood Travel Trailers of California, Inc.*, et al., Riverside County Superior Court, Case No. RIC 440630. Wage and Hour Class Action seeking past wages for overtime, meal and rest break violations for production employees in the State of California. Plaintiffs' counsel appointed as co-lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

i. *Walker v. Sharkeez, et al.*, Orange County Superior Court, Case No. 05CC00293. Wage and Hour Class Action seeking past wages for unlawful deductions, meal and rest break violations for restaurant employees in the State of California. Plaintiffs' counsel appointed as lead counsel. Case settled, Final Approval granted and funds fully distributed.

j. *Padron v. Universal Protection Service, et al,* Orange County Superior Court, Case No. 05CC00013. Wage and Hour Class Action seeking past wages for overtime, meal and rest break violations for security officers in the State of California. Plaintiffs' counsel appointed as co-lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

k. *Martinez v. Securitas Security Services USA*, et al., Santa Clara Superior Court, Case No. 105-CV047499, et al. J.C.C.P. No. 4460. Wage and Hour Class Action seeking past wages for meal and rest break violations for security officers employed by defendant in the State of California. Plaintiffs' counsel and co-counsel. Case settled, Final Approval granted and funds fully distributed.

l. *Velasquez-Lopez v. Hotel Cleaning Services, Inc*. et al., Riverside Superior Court, Case No. RIC 420909. Wage and Hour Class Action seeking past wages for overtime, meal and rest break violations for housekeepers employed by defendant in the State of California. Plaintiffs' counsel appointed as lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

m. *Ruiz, et al. v. Unisourse Worldwide, Inc., et al*., USDC, CENTRAL

DISTRICT, Case No. CV09-05848. Wage and Hour Class Action seeking past wages for meal and rest period violations for non-exempt employees employed by defendant in the state of California. Case settled. Awaiting Preliminary Approval hearing. Plaintiff has petitioned the Court for Lead Counsel.

n. *Herrador v. Culligan International Company, et al*., USDC, CENTRAL DISTRICT, Case No. SACV 08-680. Wage and Hour Class Action seeking past wages for field and branch employees of defendant in the State of California. Plaintiffs' counsel appointed as lead counsel. Case settled and awaiting Final Approval.

o. *Defries v. Domain Restaurants, et al.,* Orange County Superior Court, Case No. 05CC00128. Wage and Hour Class Action seeking past wages for restaurant employees of defendant in the State of California. Plaintiffs' counsel appointed as lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

p. *Denton v. BLB Enterprises, Inc., et al*., Orange County Superior Court, Case No. 07CC01292. Wage and Hour Class Action seeking unpaid overtime, meal and rest break violations for security guards employed by defendant in the State of California. Plaintiffs' counsel appointed as lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

q. *Rios v. Sandberg Furniture Manufacturing Co*., Inc, et al., Los Angeles Superior Court, Case No. BC411477. Wage and Hour Class Action seeking unpaid meal and rest break violations for production employees employed by defendant in the State of California. Plaintiff counsel appointed as lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

r. *McMurray v. Dave and Busters, Inc*., et al., Orange County Superior Court, Case No. 06CC00099. Wage and Hour Class Action seeking past wages for meal and rest break violations for restaurant employees employed by defendant in the State of California. Plaintiffs' counsel appointed as co-lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

s. *Osuna v. DFG Restaurants, Inc.,* et al., Los Angeles Superior Court, Case No. BC 330145. Wage and Hour Class Action seeking past wages of overtime for mis-classification of managers employed by Defendant, DBA Carl's Jrs. in the State of California. Plaintiffs' counsel appointed as co-lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

t. Burns v. Gymboree Operations, Inc., et al., San Francisco Superior Court, Case No. CGC-07-461612. Wage and Hour Class Action seeking past wages for meal and rest break violations for retail employees employed by defendant in the State of California. Plaintiffs' counsel appointed lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

u. *Willems v. Diedrich Coffee, Inc.,* et al., Orange County Superior Court, Case No. 07CC00015. Wage and Hour Class Action seeking past wages of overtime for mis-classification of managers employed by Defendant in the State of California. Plaintiffs' counsel appointed lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

v. *Davila, et al. v. Beckman Coulter, Inc*., et al., Orange County Superior Court, Case No. 07CC01347. Wage and Hour Class Action seeking past wages for overtime, meal and rest break violations for production workers employed by defendant in the State of California. Plaintiffs' counsel appointed lead counsel. Cased settled; final approval granted; no objections and funds fully distributed.

w. *Perez v. Naked Juice Company of Glendora, Inc*., Los Angeles Superior Court, Case No. BC387088. Wage and Hour Class Action seeking past wages for overtime, meal and rest period violations for production employees employed by defendant in the State of California. Plaintiff counsel appointed as lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

29. Here, the Parties' agreement to pay Counsel Fees of $254,975.00 of the Gross Settlement Amount is reasonable.

30. First, the requested fees are justified by the result achieved. Plaintiff's Counsel negotiated a recovery of $728,500.00 and this result justifies the requested fees equal to 35% of this recovery. This percentage is within the standard contingent recovery percentage. Second, the requested fees are justified by the work performed and the results achieved.

31. My firm on behalf of Plaintiff and the Allegedly Aggrieved Employees has invested **236.20** documented hours litigating this matter through the date of this declaration for a total lodestar of $204,805.50 in fees, broken down as follows: my rate of $1,075 per hour x 88.10 hours = $94,707.50; Gregory Mauro's rate of $950 per hour x 104.7 hours = $99,465.00; and paralegal Melissa Whitson's rate of $245 x 43.4 hours = $10,633.00, in total = $204,805.50. Thus, a modest 1.24 multiplier totals the amount of requested fees.

32. The award of litigation expenses is based upon the actual expenses incurred by Plaintiff's Counsel, and were all reasonably necessary to the litigation, and are detailed in **Exhibit #2** attached hereto. Under the Agreement, Plaintiffs' Counsel will be recovering litigation expenses in the total amount not to exceed $23,000.00

33. The California Labor Workforce Development Agency ("LWDA") is being served with a copy of this motion with the Settlement Agreement through the online process as required by Labor Code § 2699(l).

34. Attached hereto as **Exhibit # 3** is a true and correct copy of the bid from ILYM Group, Inc. Class Action Administration, which details the services, fee calculation, and rates of the Settlement Administration.

35. A true and correct copy of the proposed PAGA Notice of Settlement letter to be sent to Aggrieved Employees is attached hereto as **Exhibit A**.

I declare under penalty of perjury that the foregoing is true and correct. Executed on June 5, 2026 at Irvine, California.

James R. Hawkins

Exhibit 1

SETTLEMENT AGREEMENT

Plaintiff Marquinn Foster ("Plaintiff,"), on behalf of herself and, where applicable, Aggrieved Employees (as those terms are defined below), and Defendant Wendy's of the Pacific, Inc. ("WOTP") ("Defendant") hereby enter this Settlement Agreement (the "Agreement") as follows:

I. DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

A. "Administrator" or "Settlement Administrator" means ILYM Group the neutral third-party entity the Parties have agreed to appoint to administer the Settlement subject to Court approval.

B. "Aggrieved Employees" means all persons employed by any Defendant in hourly or non-exempt positions in California at any time from July 24, 2023, through May 17, 2026. Defendant represents there are 803 Aggrieved Employees through March 18, 2026, the date of mediation.

C. "Aggrieved Employee Data" means the following identifying information for each Aggrieved Employee, if and as it exists in Defendant's possession: the name; last-known mailing address; Social Security Number; dates of hire and, if applicable, termination of employment; and the number of Pay Periods for each Aggrieved Employee.

D. "Aggrieved Employee Address Search" means the Administrator's investigation and search for current Aggrieved Employees' mailing addresses using the National Change of Address database.

E. "Court" means the Superior Court of California, County of Kern.

F. "Defense Counsel" means Laura A. Wolfe, of McCormick, Barstow, Sheppard, Wayte, & Carruth, LLP.

G. "Effective Date" means the date this Settlement is approved as provided herein and the Court's order granting Settlement Approval and entry of Final Judgment becomes final and is no longer appealable. For purposes of this Settlement, "becomes final and is no longer appealable" shall mean the later of: (a) the day after the last date by which a notice of appeal may be filed pursuant to California Rules of Court 8.406 (i.e., 61 days after entry of the Judgment); (b) if an appeal is filed, and the appeal is finally disposed of by ruling, dismissal, denial, or in any other manner that confirms the validity of the order and judgment, the day after the last date for filing a request for further review of the order and judgment approving this Settlement passes, and no further review is requested; or (c) if an appeal is filed and the order approving this Settlement is affirmed and further review of the order is requested, the day after the review is finally resolved and the order and judgment approving this Settlement is affirmed. In the event that: (i) the Court does not approve the Settlement as provided herein; or (ii) the Effective Date does not occur for any other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their respective positions.

H. "Approval" means entry of the Court's order granting approval of the Settlement and entering judgment in accordance with the terms of this Agreement.

I. "Approval Hearing" means the Court's hearing on the Motion for Approval of the Settlement to determine whether to approve and implement the terms of this Agreement, grant approval, and enter the Approval Order and Final Judgment.

1. "Gross Settlement Amount" means $728,500.00 (Seven Hundred and Twenty Eight Thousand Five Hundred Dollars and Zero Cents), which is the maximum total amount to be paid by Defendant in connection with this Agreement. The Gross Settlement Amount will be used to pay, for the PAGA Payment; the payments of Administration Expenses; Attorneys' Fees; Attorneys' Expenses, Service Award and Individual Settlement Payment (the "Gross Settlement Amount"). The Gross Settlement Amount shall be all-in with no reversion to Defendant and no claim forms required.

J. "Individual PAGA Payment" means each Aggrieved Employee's pro rata share of 35% of the PAGA Distributed Amount, defined in Paragraph IV.B.

K. "Individual Settlement Payment" means the payment of $15,000.00 (Fifteen Thousand Dollars and Zero Cents) to Plaintiff in exchange for her general release of claims against Defendant, each of which are memorialized in a separate settlement agreement and contingent upon Court Approval of this Settlement Agreement.

L. "Lawsuit" means the Plaintiff's lawsuit alleging PAGA violations against Defendant and captioned *Marquinn Foster, et. al. v. Wendy's of the Pacific, Inc. ,* Case No. BCV-24-103322 (Sup Ct. Kern Cty. Cal.);

M. "LWDA" refers to the California Labor & Workforce Development Agency.

N. "PAGA" refers to the Labor Code Private Attorneys General Act of 2004, California Labor Code Sections 2698, *et seq.*

O. "PAGA Pay Period" means any pay period during which an Aggrieved Employee performed worked for any Defendant on at least one shift during the PAGA Period.

P. "PAGA Period" means the period from July 24, 2023 to May 17, 2026.

Q. "PAGA Settlement Fund" means the remainder of the Gross Settlement Amount, after reduction for the payments of Administration Expenses; Attorneys' Fees; Attorneys' Expenses, Service Award and Individual Settlement Payment .

R. "PAGA Penalties" means the 65% of the PAGA Settlement Fund to be paid to the LWDA in accordance with Labor Code section 2699, subd. (i).

S. "PAGA Distributed Amount" means the 35% of the PAGA Settlement Fund allocated among the Aggrieved Employees in accordance with Paragraph IV.B.

T. "Plaintiff" refers to Plaintiff Marquinn Foster, the named Plaintiff in the Lawsuit.

U. "Parties" collectively refers to Plaintiff and Defendant.

2. "PAGA Released Claims" all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notices submitted by Plaintiff to the LWDA, which occurred during the PAGA Period, including any claims for civil penalties that were actually alleged or that could have reasonably been alleged against the Defendant based on the facts stated in the Operative Complaint or PAGA Notices to the LWDA (the "Released PAGA Claims"), including PAGA claims for alleged violations of Labor Code sections 201-203, 510, 226.3, 226.7, 226, 226.3, 227.3, 246, 510, 512, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Sections 11050(5)(A)-(B), and the applicable IWC Wage Orders, including Wage Order 5, and for any and all claims for civil penalties, interest, attorneys' fees, costs, and other amounts recoverable under said PAGA Action under California law, to the extent permissible, that occurred during the PAGA Period related to the facts alleged in the PAGA Action. This release does not release any non-PAGA claims of the Aggrieved Employees.

V. "Individual Released Claims" shall mean Released Claims of Plaintiff in this lawsuit.

W. "Released Parties" means Wendy's of the Pacific, Inc. and all parent companies, subsidiaries, affiliated companies, members, administrators, directors, officers, managers, servants, agents, employees, representatives, insurers and attorneys, past or present, and all persons acting under, by, through or in concert with any of them.

X. "Settlement" means the resolution of the Lawsuit effected by this Agreement and the final judgment entered by the Court.

II. RECITALS

A. On September 30, 2024, Plaintiff filed a lawsuit against Defendant Wendy's of the Pacific, Inc. in the Superior Court of the State of California, County of Kern, entitled *Marquinn Foster, et. al. v. Wendy's of the Pacific, Inc.,* Case No. BCV-24-103322 (Sup Ct. Kern Cty. Cal.); alleging a cause of action under the PAGA statute based on alleged Labor Code violations for: (1) Failure to Minium Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Permit Rest Periods; (5) Failure to Pay All Wages Owed at Termination; (6) Failure To Provide Accurate Itemized Wage Statements; and (7) Failure to Reimburse Necessary Business Expenses.

B. Defendant answered the complaint on or about January 15, 2025.

C. On March 18, 2026, the Parties engaged in mediation with respected mediator Steve Mehta, Esq., and through the mediator's and the Parties' efforts in mediation, the Parties reached a settlement of the Lawsuit, the terms of which have been formalized in this

Agreement and the individual settlement agreement with Plaintiff which is incorporated in full as though set forth herein.

D. The Parties' Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended to or will be construed as an admission by Defendant that the claims in the Lawsuit by the Plaintiff or the Aggrieved Employees have merit or that Defendant bears any liability to Plaintiff or any Aggrieved Employee.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and conditions set forth, the Parties agree as follows:

III. NON-ADMISSION OF LIABILITY

A. Based on the factual and legal issues involved, the expense and time necessary to prosecute the Lawsuit, the risks, uncertainty, and costs of further prosecution, the difficulty of proof necessary to establish PAGA representative actions for purposes of liability, and the relative benefits to the Aggrieved Employees of an expeditious resolution of the Lawsuit, the Parties have concluded that the terms set forth in this Settlement are fair, reasonable, adequate, and in the best interests of the Aggrieved Employees

B. By entering into this Settlement, Defendant denies any liability for any of the claims in the Lawsuit, as well as any other potential or unknown claims based on wage and hour violations under state or federal law. Neither this Settlement, nor any document referred to or contemplated herein, nor any action taken to carry out this Settlement, is, may be construed as, or may be used as, an admission, concession, or indication by or against Defendant of any unlawful conduct, fault, wrongdoing or liability whatsoever. Defendant specifically deny engaging in any unlawful or wrongful conduct against Plaintiff and Aggrieved Employees. Rather, Defendant maintain they complied with, at all times, all applicable laws governing wages and hours of work for their employees.

IV. MONETARY TERMS OF THE SETTLEMENT

A. <u>Gross Settlement Amount:</u> Defendant will pay no more than $728,500.00 (Seven Hundred Twenty Eight Thousand Five Hundred Dollars and Zero Cents) in connection with this Settlement. This amount is all-inclusive of all payments contemplated in this Settlement. The Parties agree that there are no circumstances which would require Defendant to pay any amount greater than the Gross Settlement Amount in connection with this Agreement unless the escalator clause in Paragraph X.D. is invoked.

B. <u>Payments From The Gross Settlement Amount</u>: Subject to the terms and conditions of this Agreement, and subject to approval by the Court, the Administrator will make the following payments out of the Gross Settlement Amount, in the amounts specified by the Court in its order granting Approval. The Settlement is not contingent on the payment of any of the following awards. In other words, the Court's decision to award any of the following payments and the amount of those awards, if any, shall not affect the enforceability of the Settlement.

1. To Plaintiffs' Counsel: Subject to the Court's approval, the Settlement Administrator will pay to Plaintiff's counsel fees of not more than Thirty Five percent of the Gross Settlement Amount, which is currently estimated to be $254,975 and reasonable expenses of not more than $23,000 for their actual out-of-pocket costs and expenses. Plaintiff and/or Plaintiff's counsel will file a Motion for Approval of PAGA Settlement not later than 16 court days prior to the Approval Hearing. The Plaintiff and Counsel, agree to accept whatever amounts the Court orders, even if the total is less than the amounts set forth above. If the Court approves an Attorneys' Fees Payment and/or a Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the PAGA Settlement Fund to the Settlement participants. This Settlement is not contingent on the award of Attorneys' Fees Payment or Litigation Expenses Payment. The Administrator will report the Attorneys' Fees Payment and Litigation Expenses Payment to Plaintiff's Counsel using an IRS Form 1099.

2. To the Administrator: Subject to the Court's approval, the Settlement Administrator ILYM Group, Inc. will receive an Administration Expenses Payment not to exceed $12,250.00 except for a showing of good cause and as approved by the Court. The Parties agree that the actual Administration Expenses Payment shall not exceed that Court-approved figure unless the Court approves a request for additional Administration Expenses Payment. To the extent the Administration Expenses Payment is less, or the Court approves an Administration Expenses Payment less than $12,250.00, the Administrator will allocate the remainder to the PAGA Settlement Fund to the Settlement participants.

3. To the LWDA and Aggrieved Employees: The Settlement Administrator will pay from the PAGA Settlement Fund the sums of 65% allocated to the LWDA as PAGA Penalties, and 35% allocated to the Individual PAGA Payments from the PAGA Distributed Amount.

4. The Individual Settlement Payment" means the payment of $15,000.00 (Fifteen Thousand Dollars and Zero Cents) to Plaintiff in exchange for her general release of individual claims against Defendant beyond the scope of the PAGA claims, which is memorialized in a separate settlement agreement and contingent upon Court Approval of this Settlement Agreement. For income tax purposes, the Settlement Administrator shall treat $3,000 as wages for Plaintiff's claimed past and future lost earnings and any claimed unpaid wages and shall treat $12,000 as Plaintiff's claimed interest and penalties related to past lost earnings on any claimed unpaid wages.

5. The Service Award in the amount of $5,000 to Plaintiff for Plaintiff's efforts in bringing and prosecuting this Action to successful resolution subject to an IRS form 1099.

6. The Administrator will calculate each Individual PAGA Payment by: (a) dividing the amount of the PAGA Distributed Amount by the total number of Pay Periods worked by all Aggrieved Employees during the PAGA Period; and (b) multiplying the result by the number of each Aggrieved Employee's respective Pay Periods in the PAGA Period. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

7. The Administrator will report the Individual PAGA Payments on IRS Form 1099 as required.

C. Tax Treatment and Tax Indemnification: Aggrieved Employees, including Plaintiff, will assume any tax obligations or consequences which may arise from this Settlement. Aggrieved Employees, including Plaintiff, release all claims that they have or may have against Defendant for any claims, demands, deficiencies, levies, assessments, executions, judgments, penalties, taxes, indemnification, and any other recoveries related to any payments made under this Settlement or any compensation provided at any time by Defendant or any of the Released Parties. If any state or federal taxing authority contacts, investigates, or pursues any action against any Aggrieved Employee, including Plaintiff , for his or her individual share of taxes related to any payment made under this Settlement or any compensation provided at any time by any Defendant or any of the Released Parties, each Aggrieved Employee, including Plaintiff , shall be responsible for his or her own defense of and any payment for any claim of unpaid taxes, interest, or penalties brought by any state or federal taxing authority for the Aggrieved Employee's (including Plaintiff) share of any state or federal tax obligation. Aggrieved Employees, including Plaintiff, agree to hold Defendant and any of the Released Parties harmless and to fully indemnify Defendant and any of the Released Parties for any costs, assessments, penalties, taxes, and/or attorneys' fees, which Defendant and any of the Released Parties may incur arising out of any and all claims made, sought or imposed by the IRS, the California Franchise Tax Board, and/or any other federal, state or local taxing board and/or agency in regard to any amounts due, or claimed to be due, by the Aggrieved Employees, including Plaintiff , if any, to such authority or agency as a result of the tax treatment of the payments described above. If an Aggrieved Employee has questions about any liability to any state or federal taxing authority, he or she shall contact the Settlement Administrator. Aggrieved Employees, including Plaintiff, shall not contact Defendant or any of the Released Parties regarding this Settlement or its tax consequences. Nothing herein shall be deemed to constitute tax advice or guidance.

V. SETTLEMENT FUNDING

A. Not later than thirty (30) days after this Agreement is approved by the Court, Defendant will deliver information sufficient to identify the Aggrieved Employees to the Administrator, in the form of a Microsoft Excel spreadsheet. For clarity, Defendant may provide hire and termination dates from which the Administrator may calculate total PAGA Pay Periods in lieu of making that calculation. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Defendant and Administrator employees who need access to the Aggrieved Employee Data to effect and perform their duties under this Agreement. The contact information shall be provided confidentially to the Settlement Administrator only, and the Settlement Administrator shall treat the information as private and highly confidential and take all necessary precautions to maintain the confidentiality of contact information of the Aggrieved Employees. This information is to be used only to carry out the Settlement Administrator's duties as specified in this Settlement, shall not be shared with Plaintiff 's counsel.

B. Defendant will pay to the Settlement Administrator the Gross Settlement Amount in two payments: half sixty-five (65) days after the Effective Date, and the second half 6 months after the first payment. The "Effective Date" means the date this Settlement is approved as provided herein and the Court's order granting Settlement Approval and entry of Final Judgment becomes final and is no longer appealable. For purposes of this Settlement, "becomes final and is no longer appealable" shall mean the later of: (a) the day after the last date by which a notice of appeal may be filed pursuant to California Rules of Court 8.406 (i.e., 61 days after entry of the Judgment); (b) if an appeal is filed, and the appeal is finally disposed of by ruling, dismissal, denial, or in any other manner that confirms the validity of the order and judgment, the day after the last date for filing a request for further review of the order and judgment approving this Settlement passes, and no further review is requested; or (c) if an appeal is filed and the order approving this Settlement is affirmed and further review of the order is requested, the day after the review is finally resolved and the order and judgment approving this Settlement is affirmed. In the event that: (i) the Court does not approve the Settlement as provided herein; or (ii) the Effective Date does not occur for any other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their respective positions. The Effective Date cannot occur, and Defendant will not be obligated to fund this Settlement, until and unless there is no possibility of an appeal or further appeal that could potentially prevent this Settlement from becoming final and binding. Within 14 days after each of Defendant's payments of the Gross Settlement Amount, the Administrator will make payments in a pro rata amount to the Aggrieved Employees, the LWDA, Plaintiff's Service Award, Plaintiff's Individual Settlement Payment, PAGA Counsel's Fees and Costs, and the Administrator costs.

VI. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT

A. In the event that this Agreement is canceled, rescinded, terminated, voided, or nullified, or if for any reason approval of the settlement does not occur, however that may occur as permitted herein, or the settlement is barred by operation of law, invalidated, or ordered not to be carried out by a court of competent jurisdiction, Defendant shall have no obligation to pay any of the Gross Settlement Amount and the Parties' respective legal positions shall be restored to positions prior to the settlement. Further, in that event, nothing in this Agreement, the negotiations leading to this settlement, nor any papers prepared in connection with this Agreement shall be admissible in any proceeding for any purpose whatsoever.

B. Within fourteen (14) days after each of Defendant's two complete funding of the Qualified Settlement Fund as set forth in Paragraph V.C., the Administrator will mail the Notice of Settlement (attached hereto as "Exhibit A"), together with settlement checks containing the pro rata Individual PAGA Settlement Payments, with no claims process required, to all Aggrieved Employees, to the last known address of each recipient with directions to the Postmaster to forward the Notice of Settlement and to return all undeliverable Notices of Settlement.

C. Additionally, within fourteen days (14) days after Defendant completes each of the two equal fundings of the Qualified Settlement Fund as set forth in Paragraph V.C., the Administrator will transmit the checks for the Individual Settlement Payments, the LWDA PAGA Penalties payment, the Administration Expenses Payment, the Attorneys' Fees and costs, in accordance with this Agreement.

D. The Administrator will issue checks for the Individual PAGA Settlement Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the "void date," which is one hundred and eighty (180) days after the date of mailing, when the check will be voided. Before checks are mailed, the Administrator shall update address information through the National Change of Address database. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual PAGA Settlement Payments to all Aggrieved Employees to the most updated address available to the Administrator.

E. The Settlement Administrator shall not withhold any taxes from the Individual PAGA Settlement Payment. The Administrator will issue the appropriate tax reporting documentation within the same tax year that the Settlement is paid to the Aggrieved Employees.

F. The Administrator must conduct an Aggrieved Employee Address Search for all other Aggrieved Employees whose checks are returned undelivered without 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 Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

G. For any Individual PAGA Settlement Payment check that 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 individual, thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subdivision (b).

VII. RELEASE OF CLAIMS

A. General Release by Plaintiff: The Parties will execute separate individual settlement and release agreement, addressing the general release Plaintiff is providing to Defendant in exchange for the Individual Settlement Payment and is contingent upon the approval of this Settlement Agreement.

B. Release of PAGA Claims: All Aggrieved Employees and the LWDA 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 the Released PAGA Claims.

VIII. APPROVAL OF PAGA SETTLEMENT

A. Responsibilities of Counsel: Plaintiff's Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing either a Stipulation or unopposed Motion for Approval of the PAGA settlement not later than thirty (30) days after the full execution of this Agreement; obtaining the earliest available hearing date mutually convenient for Plaintiffs' Counsel and Defense Counsel for the approval; and for appearing in Court to advocate in favor of the approval as necessary. Plaintiffs' Counsel is responsible for delivering the Court's Approval to the Administrator.

B. Transmission To LWDA: The Court's approval of the settlement as described in this Agreement shall be embodied in a written Order, which shall be transmitted by Plaintiff's Counsel to the LWDA within ten (10) calendar days upon entry, as required by the PAGA.

C. Duty to Cooperate: If the Parties disagree on any aspect of the proposed Stipulation or unopposed Motion for Approval of the PAGA Settlement, and/or the supporting declarations and documents, Plaintiff's 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. Plaintiff's Counsel agrees to timely consider and incorporate Defense Counsel's reasonable revisions to the Stipulation or unopposed Motion for Approval. If the Court does not grant Approval or conditions Approval on any material change to this Agreement, Plaintiff's 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 attempt to reach agreement on modifications to this Agreement to satisfy the Court's concerns.

IX. SETTLEMENT ADMINISTRATION

A. Selection of the Administrator: The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator, subject to Court approval, and verified that, as a condition of appointment, ILYM Group, Inc., agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Administrator's duties will include conducting a National

Change of Address search to update Aggrieved Employees addresses as needed; setting up or identifying a toll-free telephone number and email and a fax number to receive communications from Aggrieved Employees; calculating Individual PAGA Payments; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Agreement; calculating, withholding, remitting, and reporting each Plaintiff ' share of applicable payroll taxes for the Individual Settlement Payment (including, without limitation, federal state and local income tax withholding, FICA, Medicare, and any state or local employment taxes); satisfying all federal, state and local income and other tax reporting, return, and filing requirements with respect to the Qualified Settlement Fund; satisfying out of the Qualified Settlement Fund all taxes (including any estimated taxes, interest, or penalties) with respect to employer-side payroll taxes and taxes on the interest or other income earned by the Qualified Settlement Fund; satisfying any fees, expenses, and costs incurred in connection with the opening and administration of the Qualified Settlement Fund and the performance of its duties and function as described in this Settlement Agreement, which such fees, costs, and expenses shall be treated as and included in the costs of administering the Qualified Settlement Fund; and otherwise administering the Settlement pursuant to this Agreement. 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.

X. ADDITIONAL PROVISIONS

A. Continuing Jurisdiction of the Court: The Parties agree that, after entry of final judgment, the Court will retain jurisdiction over the Parties, the Lawsuit, and the Settlement under C.C.P. section 664.6 solely for purposes of (i) enforcing this Agreement and/or judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-judgment matters as are permitted by law.

B. Waiver of the Right to Appeal: Provided the judgment is consistent with the terms and conditions of this Agreement, the Parties, their respective counsel, and all Aggrieved Employees 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.

C. Escalator Clause:

1. The Gross Settlement Amount was calculated based on Defendant's estimate that, as of March 18, 2026, 803 Aggrieved Employees worked approximately 26,875 Pay Periods during the PAGA Period. The records further show that Defendant employed approximately 803 allegedly Aggrieved Employees during this period. Based on records kept in the ordinary course of business, Defendant estimates there are the equivalent of 26,875 bi-weekly pay periods during the PAGA Period. If that number increases by more than 10% (i.e., by more than 29,562 bi-weekly pay periods) during the PAGA Period, Defendant shall have the option to either: (1) have the Released PAGA Claims be released only for 29,562 bi-weekly pay periods; or (2) increase the Gross Settlement

Amount on a pro-rata basis equal to the percentage increase in the number of pay periods worked by the Aggrieved Employees above 29,562.

2. If this provision is triggered and the Gross Settlement Amount is increased, 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 that Plaintiff may seek remains one-third of the Gross Settlement Amount, subject to approval by the Court, after the upward adjustment required by this provision is implemented.

D. Integrated Agreement: Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits and the individual settlement agreements shall constitute the entire agreement between the Parties relating to the Settlement, superseding all prior or contemporaneous agreements, understandings, representations, statements warranties, covenants, or inducements, whether oral or written and whether by a Party or such Party's legal counsel. No rights under this Agreement may be waived except in writing and signed by the Party against whom such waiver is to be enforced.

E. Attorney Authorization: Plaintiff's Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff 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.

F. 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 and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

G. Tax Advice: Neither Plaintiff's Counsel, Defendant, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, *as amended*) or otherwise.

H. 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 legal representatives.

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

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

K. 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.

L. Confidentiality: To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement. Plaintiff and Plaintiff's Counsel agree that they will not, issue any press releases, initiate any contact with the press, respond to any press inquiry, post on any internet website, or have any communication with the press about the Lawsuit, and/or the fact, amount or terms of the settlement.

M. Use and Return of Aggrieved Employee Data: Information provided to Plaintiff's Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Aggrieved Employee Data or other documentation or information provided to Plaintiff ' 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 ninety (90) days after the date when the Administrator confirms the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Aggrieved Employee Data or other documentation or information received from Defendant and verify to Defense Counsel that such destruction has been completed.

N. 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.

O. 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 court day thereafter.

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

To Plaintiff and the Aggrieved Employees

James Hawkins, APLC
James Hawkis
Greg Mauro
Lauren Falk
9880 Research Dr., Suite 200
Irvine, CA 92618
Tel: 949-287-7200
james@jameshawkinsaplc.com
greg@jameshawkinsaplc.com

lauren@jameshawkinsaplc.com

To Defendant:

MCCORMICK BARSTOW SHEPPARD WAYTE AND CARUTH, LLP.
Laura Wolfe
7647 North Fresno Street,
Fresno, CA 93720 750 B Street, Suite 2900
Laura.wolfe@mccormickbarstow.com

Q. Execution in Counterparts: This Agreement may be executed in one or more counterparts by facsimile, electronically (*i.e.*, DocuSign), or e-mail 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 executed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

R. Stay of Litigation: The Parties agree that upon the execution of this Agreement the litigation of the Lawsuit shall be stayed and that they will exercise all reasonable efforts to maintain the stats of the Lawsuit, except to effectuate the terms of this Agreement.

S. Fair Settlement: The Parties, Plaintiff's Counsel, and Defense Counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current and potential.

T. Parties' Authority: The signatories hereto represent that they are fully authorized to enter into this Settlement.

U. Effect on Effective Date: In the event that the Effective Date does not occur, this Agreement shall be deemed null, void and unenforceable, and each Party shall retain each of its respective rights as they existed as of the date of the mediation on March 18, 2026, and neither this Agreement, nor any of its accompanying exhibits, nor any orders entered by the Court in connection with this Agreement, shall be admissible or used for any purpose in any subsequent proceedings in the Lawsuit or in any other judicial, arbitral, administrative, investigative, or other court tribunal, forum or proceeding.

V. Invalidity of Any Provision: Before declaring any provision of this Agreement invalid, the Court will first attempt to fully construe the provision as valid consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

W. Representations by Plaintiff:

1. Plaintiff acknowledge the following:

(a) Plaintiff has carefully read and fully understand all of the provisions of this Settlement;

(b) Plaintiff knowingly and voluntarily agree to all of the terms set forth in this Settlement and have not been coerced, threatened, or intimidated into executing this Settlement;

(c) Plaintiff was advised, and hereby advised in writing, to consider the terms of this Settlement and consult with their attorneys before signing this Settlement; and

(d) Other than the fees and costs awarded pursuant to the terms of this Settlement, Plaintiff acknowledges that all Parties shall bear their own fees and costs through the conclusion of the Lawsuit.

X. Representations by Defendant:

1. Defendant acknowledges the following:

(a) Defendant has carefully read and fully understand all of the provisions of this Settlement;

(b) Defendant knowingly and voluntarily agree to all of the terms set forth in this Settlement and have not been coerced, threatened, or intimidated into executing this Settlement;

(c) Defendant were advised, and hereby are advised in writing, to consider the terms of this Settlement and consult with Defendant' attorneys before signing this Settlement.

(d) Other than the fees and costs awarded pursuant to the terms of this Settlement, Defendant acknowledges that all Parties shall bear their own fees and costs through the conclusion of the Lawsuit.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date(s) set forth below:

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// Continued on Next Page

AGREED TO BY PLAINTIFF AS TO FORM AND CONTENT:

DATED: 5/6/2026

Signed by:
Marquinn Foster
6125454F281A460...

MARQUINN FOSTER

AGREED TO BY DEFENDANT AS TO FORM AND CONTENT:

.

DATED: ____________ ______________________________

WENDY'S OF THE PACIFIC, INC.

By:___________________

Title:_________________

AGREED TO BY PLAINTIFF'S COUNSEL:

JAMES HAWKINS APLC

DATED: 05/06/2026

Gregory Mauro

Attorneys for Plaintiff Marquinn Foster

AGREED TO BY PLAINTIFF AS TO FORM AND CONTENT:

DATED: ____________ ________________
MARQUINN FOSTER

AGREED TO BY DEFENDANT AS TO FORM AND CONTENT:

.

DATED: May 28, 2026 Joe Johal

WENDY'S OF THE PACIFIC, INC.

By: Joe Johal

Title: CEO

AGREED TO BY PLAINTIFF'S COUNSEL:

JAMES HAWKINS APLC

DATED: _______________ ___________________
Gregory Mauro

Attorneys for Plaintiff Marquinn Foster

AGREED TO BY DEFENDANT'S COUNSEL AS TO FORM ONLY:

MCCORMICK BARSTOW SHEPPARD
WAYTE AND CARUTH, LLP.

DATED: May 4, 2026

Laura Wolfe
Attorneys for Wendy's of the Pacific, Inc.

AGREED TO BY DEFENDANT'S COUNSEL AS TO FORM ONLY:

MCCORMICK BARSTOW SHEPPARD
WAYTE AND CARUTH, LLP.

DATED: _______________

____
Laura Wolfe
Attorneys for Wendy's of the Pacific, Inc.

Exhibit 2

Matter Billing Detail

JAMES HAWKINS APLC

Date Range: **01/01/1900 to 04/16/2026**
Client: **WENDYS - Marquinn Foster**
Matter: **WENDYS - Wendys- Marquinn Foster v. Wendys**

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
		Balance Forward:	$0.00						
07/24/2024	FF	LWDA Filing Fee 07.24.24 - em	$75.00		Unbilled				
07/24/2024	FST	First Legal Network - Filing - Civil Case Cover Sheet, Summons IN# 30290822	$1,666.75		Unbilled				
09/10/2024	LDS	Legal Document Server - Service of Process - Civil Case Cover Sheet, Summons, Notice of Assignment IN# 10316876	$120.00		Unbilled				
09/19/2024	LDS	Legal Document Server - E-Filing - Proof of Service of Summons, Complaint IN# 10316876-01	$9.95		Unbilled				
09/30/2024	LDS	Legal Document Server - EFiling - Proof of Service of Summons, Complaint IN# 10433254	$13.70		Unbilled				
11/26/2024	LDS	Legal Document Server - E-Filing - Notice In# 10849076	$28.75		Unbilled				
12/03/2024	LDS	Legal Document Server - E-Filing - Request, Order IN# 10844970	$25.00		Unbilled				
12/09/2024	LDS	Legal Document Server - E-Filing - Stip and Order IN# 10876522	$48.75		Unbilled				
10/23/2025	MED	Mediation Services IN#20217 Paid Via Online Portal w/ E-Check	$11,000.00		Unbilled				
03/23/2026	EXA	Expert Analysis- IN#17880 (Via QB)	$6,007.50		Unbilled				
04/16/2026	LRE	Legal Research throughout entire case	$670.00		Unbilled				
		Total:	$19,665.40	$0.00					
		Balance:	$19,665.40						

Matter Billing Detail

JAMES HAWKINS APLC

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee

Total Fees Billed- - - - - - - - - - - - - - - - - - - -	**$0.00**
Total Fees Unbilled : - - - - - - - - - - - - - - - - -	**$0.00**
Total Fees Received : - - - - - - - - - - - - - - - -	**$0.00**
Total Soft Cost Billed : - - - - - - - - - - - - - - -	**$0.00**
Total Soft Cost Unbilled : - - - - - - - - - - - -	**$0.00**
Total Soft Cost Received : - - - - - - - - - - - -	**$0.00**
Total Hard Cost Billed : - - - - - - - - - - - - - -	**$0.00**
Total Hard Cost Unbilled : - - - - - - - - - - - -	**$19,665.40**
Total Hard Cost Received : - - - - - - - - - - - -	**$0.00**
Total Taxes Billed : - - - - - - - - - - - - - - - - - -	**$0.00**
Total Taxes Unbilled : - - - - - - - - - - - - - - - -	**$0.00**
Total Taxes Received : - - - - - - - - - - - - - - - -	**$0.00**
Total Late Charges Billed : - - - - - - - - - -	**$0.00**
Total Late Charges Unbilled: - - - - - - - - -	**$0.00**
Total Late Charges Received : - - - - - - - - -	**$0.00**
Trust Balance: -	**$0.00**

Matter Billing Detail

JAMES HAWKINS APLC

Date Range: **01/01/1900 to 04/16/2026**
Client: **WENDYS - Marquinn Foster**
Matter: **WENDY PAGA - Wendys PAGA - Marquinn Foster v. Wendys**

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
		Balance Forward:	$0.00						
10/03/2024	LDS	Legal Document Server - E-Filing - Civil Cover Sheet, Summons IN# 10492590	$1,448.70		Unbilled				
10/04/2024	LDS	Legal Document Server - E-Filing - Summons IN# 10514410	$13.70		Unbilled				
11/26/2024	LDS	Legal Document Server - Process Serve - Civil Case Cover Sheetm Summonsm notice of Assisngment and OCs re CMC IN# 10752191	$120.00		Unbilled				
12/04/2024	LDS	Legal Document Server - E-Filing - Proof of Service of Summons IN# 10752191-01	$25.00		Unbilled				
12/06/2024	LDS	Legal Document Server - E-Filing - Proof of Service IN# 10880014	$28.75		Unbilled				
12/23/2024	LDS	Legal Document Server - E-Filing - Notice IN# 10928947	$25.00		Unbilled				
12/30/2024	LDS	Legal Document Server - E-Filing - Proof of service of Summons IN# 11002061	$28.75		Unbilled				
03/18/2025	LDS	Legal Document Server - E-Filing - CM Statement IN# 11552547	$28.75		Unbilled				
05/20/2025	LDS	Legal Document Server - EFiling - CM Statement IN# 12012289	$30.00		Unbilled				
05/20/2025	LDS	Legal Document Server - EFiling - Cm Statement IN# 12018732	$33.75		Unbilled				
08/01/2025	LDS	Legal Document Server - EFiling - Request IN# 12544661	$30.00		Unbilled				
08/04/2025	LDS	Legal Document Server - EFiling - Declaration and Order IN# 12566170	$53.75		Unbilled				
09/29/2025	LDS	Legal Document Server - Court Filing - Request to Continue IN# 12976177	$180.00		Unbilled				
12/11/2025	LDS	Legal Document Server - EFiling - Stip and Order IN# 13453666	$53.50		Unbilled				
		Total:	$2,099.65	$0.00					
		Balance:	$2,099.65						

Matter Billing Detail

JAMES HAWKINS APLC

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee

Total Fees Billed- - - - - - - - - - - - - - - - - - - -	**$0.00**
Total Fees Unbilled : - - - - - - - - - - - - - - - - -	**$0.00**
Total Fees Received : - - - - - - - - - - - - - - - -	**$0.00**
Total Soft Cost Billed : - - - - - - - - - - - - - - -	**$0.00**
Total Soft Cost Unbilled : - - - - - - - - - - - -	**$0.00**
Total Soft Cost Received : - - - - - - - - - - - -	**$0.00**
Total Hard Cost Billed : - - - - - - - - - - - - - -	**$0.00**
Total Hard Cost Unbilled : - - - - - - - - - - - -	**$2,099.65**
Total Hard Cost Received : - - - - - - - - - - - -	**$0.00**
Total Taxes Billed : - - - - - - - - - - - - - - - - - -	**$0.00**
Total Taxes Unbilled : - - - - - - - - - - - - - - - -	**$0.00**
Total Taxes Received : - - - - - - - - - - - - - - - -	**$0.00**
Total Late Charges Billed : - - - - - - - - - -	**$0.00**
Total Late Charges Unbilled: - - - - - - - - -	**$0.00**
Total Late Charges Received : - - - - - - - - -	**$0.00**
Trust Balance: -	**$0.00**

Exhibit A

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF KERN

You are receiving this letter because you are entitled to money as a result of a court approved settlement in *Marquinn Foster v. Wendy's of the Pacific, Inc., et al.*, Superior Court of the State of California, County of Kern, Case No.: BCV-24-103322 (the "**Lawsuit**").

What is this case about?

In the Lawsuit, Plaintiff Marquinn Foster asserted claims for civil penalties pursuant to the Private Attorneys General Act of 2004 ("**PAGA**") Labor Code section 2698 *et seq.* against Defendant Wendy's of the Pacific, Inc. ("Wendy's" or "**Defendant**") on behalf of herself and all individuals employed by Defendant as non-exempt employees in California from July 24, 2023, through May 17, 2026. These persons are known as **"Aggrieved Employees"** and this period is known as the "**PAGA Period**" or **"Settlement Period"**. These claims are based on Plaintiff's claims for Defendant's alleged (1) failure to wages including overtime; (2) failure to provide meal periods; (3) failure to provide rest periods; (4) failure to provide correct wage statements; (4) failure to timely pay final wages at separation; and (5) failure to provide accurate wage statements; and (6) failure to indemnify necessary business expenses. Defendant denies each of these claims and contentions alleged by Plaintiff in the Lawsuit and contends that they complied with California law in all respects.

What are the terms of the Settlement?

Plaintiff and Defendant reached a settlement of $728,500.00, which was reviewed and approved by the Court ("the Settlement"). By operation of the Settlement's terms, all Aggrieved Employees will release Defendant and other released parties from all PAGA claims and theories that were set forth, or that could have been set forth based on the facts alleged in the Action during the PAGA Period for PAGA claims for civil penalties under the California Labor Code including, but not limited to, under California Labor Code sections 201-203, 510, 512, 558, 226, 226.3, 226.7, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802, and related IWC Wage Orders, based on the various theories of liability, including, but not limited to, Wendy's alleged failure to pay all wages earned and owed upon separation, failure to provide legally compliant meal and rest breaks, failure to pay business expenses, and provide accurate written wage statements. The Settlement is intended only to release Aggrieved Employees' PAGA claims.

Upon entry of the order approving the Settlement, any Aggrieved Employee covered by the Settlement will be barred from proceeding with any claim released by the Settlement. **You are bound by the settlement and release of PAGA claims based on the Court's final judgment, regardless of whether you cash or deposit the enclosed check.**

Defendant's records show that you are an Aggrieved Employee. Accordingly, you are entitled to a share of the settlement based on your percentage share of pay periods during the PAGA Period. Because this calculation was approved by the Court, the amount of your payment is final and cannot change. The settlement is non-wage penalties and is reported on an IRS Form 1099 (enclosed). No taxes were withheld from your payment, so it will be your responsibility to pay any taxes that may be due. Your enclosed check is valid for 180 days from the date of its issuance. After that date, you cannot cash the check and it will be null and void. Funds attributable to such uncashed checks will be sent to the unclaimed property fund of The State Controller's Office.

What should I do now?

You are automatically included in this Settlement. You may immediately deposit your enclosed settlement check and need not take any further action at this time.

If you have any questions or would like more information about the settlement or this lawsuit, you may contact the Settlement Administrator at ILYM Group, Inc. Class Action Administration. [Address], [Telephone Number].

PLEASE DO NO CONTACT PLAINTIFF'S COUNSEL OR DEFENSE COUNSEL.