

Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Helene Mayer (SBN 332975)
LAWYERS for JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

ELIZA SERRANO, individually, and on
behalf of other members of the general public
similarly situated; CLAIRE SENEY,
individually, and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiffs,

vs.

DAISO USA , LLC, an unknown
business entity; and DOES 1 through 100,
inclusive,

Defendants.

Case No. RG20074999

Honorable Michael Markman
Department 23

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Reservation ID: 705148965911
Date: August 5, 2025
Time: 10:00 a.m.
Department: 23

Complaint Filed: September 22, 2020
FAC Filed: April 15, 2025
Trial Date: None Set

1 This matter has come before the Honorable Michael Markman in Department 23 of the
2 Superior Court of the State of California, for the County of Alameda, on August 5, 2020 at 10:00
3 a.m. a.m. for Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement.
4 Lawyers for Justice, PC appears as counsel for Plaintiff Eliza Serrano ("Plaintiff Serrano"),
5 individually and on behalf of all others similarly situated, and Plaintiff Claire Seney ("Plaintiff
6 Seney") (together, "Plaintiffs"), individually and on behalf of other aggrieved employees, and
7 Pillsbury Winthrop Shaw Pittman LLP appears as counsel for Defendant USA LLC (previously
8 named Daiso California LLC) ("Defendant").

9 The Court, having carefully considered the papers, argument of counsel, and all matters
10 presented to the Court, and good cause appearing, hereby GRANTS Plaintiffs' Motion for
11 Preliminary Approval of Class Action and PAGA Settlement.

12 **IT IS HEREBY ORDERED THAT:**

13 1. The Court preliminarily approves the Stipulation and Agreement to Settle Class
14 Action and Private Attorney General Act Claims ("Agreement," "Settlement Agreement,"
15 "Settlement," or "Stipulation and Agreement"), attached as "**EXHIBIT 2**" to the Declaration of
16 Helene Mayer in Support of Plaintiffs' Motion for Preliminary Approval of Class Action and
17 PAGA Settlement. This is based on the Court's determination that the Settlement falls within the
18 range of possible approval as fair, adequate, and reasonable.

19 2. This Order incorporates by reference the definitions in the Settlement Agreement,
20 and all capitalized terms defined therein shall have the same meaning in this Order as set forth in
21 the Settlement Agreement.

22 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate,
23 and reasonable. It appears to the Court that extensive investigation and research have been
24 conducted such that counsel for the parties at this time are able to reasonably evaluate their and
25 each other's respective positions. It further appears to the Court that the Settlement, at this time,
26 will avoid substantial additional costs by all parties, as well as avoid the delay and risks that would
27 be presented by the further prosecution of the case. It further appears that the Settlement has been
28

1 reached as the result of intensive, serious and non-collusive, arms-length negotiations, and was
2 entered into in good faith.

3 4. The Court preliminarily finds that the Settlement, including the allocations for the
4 Attorneys' Fees and Costs, Service Awards, PAGA Payment, Settlement Administration Costs,
5 and payments to the Settlement Class Members and PAGA Group provided thereby, appear to be
6 within the range of reasonableness of a settlement that could ultimately be given final approval by
7 this Court. Indeed, the Court has reviewed the monetary recovery that is being granted as part of
8 the Settlement and preliminarily finds that the monetary settlement awards made available to the
9 Putative Class Members and PAGA Group are fair, adequate, and reasonable when balanced
10 against the probable outcome of further litigation relating to certification, liability, and damages
11 issues.

12 5. The Court concludes that, for settlement purposes only, the proposed Putative Class
13 meets the requirements for certification under section 382 of the California Code of Civil
14 Procedure in that: (a) the Putative Class is ascertainable and so numerous that joinder of all
15 members of the Putative Class is impracticable; (b) common questions of law and fact
16 predominate, and there is a well-defined community of interest amongst the members of the
17 Putative Class with respect to the subject matter of the litigation; (c) Plaintiff Serrano's claims are
18 typical of the claims of the members of the Putative Class; (d) Plaintiff Serrano will fairly and
19 adequately protect the interests of the members of the Putative Class; (e) a class action is superior
20 to other available methods for the efficient adjudication of the controversy; and (f) Settlement
21 Class Counsel are qualified to act as counsel for Plaintiff Serrano individually and as the Class
22 Representative.

23 6. The Court conditionally certifies, for settlement purposes only, the Putative Class,
24 defined as follows:

25 All individuals who worked for Defendant in a Covered Job Position, defined as any
26 California hourly-paid or non-exempt position at Daiso, at any time during
September 22, 2016 through February 2, 2022.

27 7. The Court provisionally appoints Arby Aiwazian, Joanna Ghosh, and Helene
28 Mayer of Lawyers *for Justice*, PC as Settlement Class Counsel.

1 8. The Court provisionally appoints Plaintiff Eliza Serrano as the Class
2 Representative.

3 9. The Court provisionally appoints Plaintiff Claire Seney as the PAGA
4 Representative.

5 10. The Court provisionally appoints Simpluris, Inc. to handle the administration of the
6 Settlement (“Settlement Administrator”).

7 11. Within 20 business days after entry of the Preliminary Approval Order, Defendant
8 shall provide the Settlement Administrator with the Class List in conformity with the Settlement
9 Agreement.

10 12. The Court approves, both as to form and content, the Notice of Class Action
11 Settlement (“Notice of Class Settlement” or “Notice”) attached hereto as “**EXHIBIT A.**” The
12 Notice shall be provided to Putative Class Members in the manner set forth in the Settlement. The
13 Court finds that the Notice of Class Settlement appears to fully and accurately inform the Putative
14 Class Members of all material elements of the Settlement, of Putative Class Members’ right to be
15 excluded from the Class Settlement by submitting a Request for Exclusion, of Putative Class
16 Members’ and PAGA Group members’ right to dispute the Workweek(s) credited to each of them,
17 and of each Settlement Class Member’s right and opportunity to object to the Class Settlement.
18 The Court further finds that distribution of the Notice of Class Settlement substantially in the
19 manner and form set forth in the Settlement Agreement and this Order, and that all other dates set
20 forth in the Settlement Agreement and this Order, meet the requirements of due process and shall
21 constitute due and sufficient notice to all persons entitled thereto. The Court further orders the
22 Settlement Administrator to mail the Notice of Class Settlement to all Putative Class Members
23 within 10 business days after receiving the Class List from Defendant, pursuant to the terms set
24 forth in the Settlement Agreement.

25 13. The Court hereby preliminarily approves the proposed procedure, set forth in the
26 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Putative Class
27 Member may choose to be excluded from the Class Settlement by submitting a timely and valid
28 written Request for Exclusion no later than 45 calendar days from the date of mailing of the Notice

1 of Class Settlement (“Response Deadline”), or, in the case of a re-mailed Notice of Class
2 Settlement, the Response Deadline shall be 60 calendar days from the date of the initial mailing of
3 the Notice of Class Settlement. Any Putative Class Member who submits a Request for Exclusion
4 from the Class Settlement is prohibited from making any objections to the Class Settlement. Any
5 Putative Class Member who submits a timely and valid Request for Exclusion will not be a
6 Settlement Class Member and will not have any right to object, appeal, or comment on the Class
7 Settlement. Putative Class Members who do not submit a timely and valid Request for Exclusion
8 by the Response Deadline shall be bound by the terms of this Agreement, any Court order
9 approving the terms of the Settlement, and the Final Approval Order and Judgment entered
10 thereon. PAGA Group members shall be bound to the PAGA Settlement irrespective of whether
11 they exercise their option to opt out of the Class Settlement.

12 14. A Final Approval Hearing shall be held before this Court on
13 _____ at _____ a.m./p.m. in
14 Department 23 of the Superior Court of California for the County of Alameda, located at 1225
15 Fallon Street, Oakland, California 94612, to determine all necessary matters concerning the
16 Settlement, including: whether the proposed settlement of the action on the terms and conditions
17 provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by
18 the Court; whether a judgment, as provided in the Settlement, should be entered herein; whether
19 the plan of allocation contained in the Settlement should be approved as fair, adequate, and
20 reasonable to the Putative Class Members and PAGA Group members; and determine whether to
21 finally approve the requests for the Attorneys’ Fees and Costs, Service Awards, PAGA Payment,
22 and Settlement Administration Costs.

23 15. Settlement Class Counsel shall file a Motion for Final Approval of the Settlement
24 and for Attorneys’ Fees and Costs, Service Awards, PAGA Payment, and Settlement
25 Administration Costs, along with the appropriate declarations and supporting evidence, including
26 the Administrator’s declaration by _____, to
27 be heard at the Final Approval Hearing.

28 ///

1 16. Only Putative Class Members who do not request exclusion from the Class
2 Settlement may object to the Class Settlement by submitting an Objection to the Settlement
3 Administrator prior to the Response Deadline or by presenting their objection orally at the Final
4 Approval Hearing, regardless of whether they submitted a written objection. The Objection must
5 be signed by the Settlement Class Member and contain all information required by this Settlement
6 Agreement. A Settlement Class Member who does not object prior to or at the Final Approval
7 Hearing will be deemed to have waived any objections and will be foreclosed from making any
8 objections (whether at the Final Approval Hearing, by appeal or otherwise) to the Settlement.

9 17. The Settlement is not a concession or admission and shall not be used against
10 Defendant as an admission or indication with respect to any claim of any fault or omission by
11 Defendant. Nor shall it or this Order constitute any finding, decision, or determination of fault,
12 wrongdoing, or misconduct by Defendant. Whether or not the Settlement is finally approved,
13 neither the Settlement, nor any document, statement, proceeding or conduct related to the
14 Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or
15 admitted into evidence as, received as or deemed to be in evidence for any purpose adverse to the
16 Defendant, including, but not limited to, evidence of a presumption, concession, indication or
17 admission by Defendant of any liability, fault, wrongdoing, omission, concession, or damage, or
18 to establish the existence of any condition constituting a violation of, or a non-compliance with
19 state, federal, local or other applicable law, except for legal proceedings concerning the
20 implementation, interpretation, or enforcement of the Settlement.

21 18. In the event the Settlement does not become effective in accordance with the terms
22 of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled,
23 or fails to become effective for any reason, this Order shall be rendered null and void, shall be
24 vacated, and the Parties shall revert back to their respective positions as of before entering into the
25 Settlement Agreement.

26 ///

27 ///

28 ///

1 19. The Court reserves the right to adjourn or continue the date of the Final Approval
2 Hearing and any dates provided for in the Settlement Agreement without further notice to the
3 Putative Class Members and retains jurisdiction to consider all further applications arising out of
4 or connected with the Settlement.

5 **IT IS SO ORDERED.**

6 Dated: _____

By: _____
The Honorable Michael Markman
Judge of the Superior Court

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Eliza Serrano v. Daiso USA LLC

Superior Court of California, County of Alameda, Case No. RG20074999

PLEASE READ THIS NOTICE CAREFULLY.

You have received this Notice because Defendant's records indicate that you may be eligible to take part in the settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Qualifying Workweeks that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiffs Eliza Serrano Claire Seney ("Plaintiffs") and Defendant Daiso USA LLC (previously named Daiso California LLC) ("Defendant" or "Daiso") (Plaintiffs and Defendant are collectively referred to as the "Parties") in the cases entitled *Eliza Serrano v. Daiso USA LLC*, Alameda County Superior Court, Case No. RG20074999 ("Litigation"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Putative Class" or "Putative Class Member" means all individuals who worked for Defendant in a Covered Job Position at any time during the Class Period.

"Class Period" means the period from September 22, 2016 through February 2, 2022.

"Class Settlement" means the settlement and resolution of the Released Class Claims (described in Section III.D below).

"Covered Job Position" means any California hourly-paid or non-exempt position at Daiso at any time during the Class Period or at any time during the PAGA Period (whichever is applicable).

"PAGA Group" means all individuals who worked in a Covered Job Position at any time during the PAGA Period.

"PAGA Period" means the period from September 22, 2019 through February 2, 2022.

"PAGA Settlement" means the settlement and resolution of the Released PAGA Claims (described in Section III.D below).

II. BACKGROUND OF THE ACTION

On September 22, 2020, Plaintiff Serrano commenced the Litigation, entitled *Eliza Serrano v. Daiso USA LLC*, County of Alameda Case No. RG20074999, by filing a Class Action Complaint for Damages ("Complaint"). On January 15, 2021, Defendant filed an Answer to the Complaint, denying all material allegations set forth in the Litigation and asserting numerous affirmative defenses. On September 5, 2024, Class Counsel, submitted a letter on behalf of Plaintiff Seney to the LWDA and Defendant, to notify the LWDA and Defendant, pursuant to PAGA of Plaintiff Seney's intent to seek civil penalties under PAGA for alleged violations of California Labor Code and Industrial Welfare Commission Wage Orders, thereby initiating LWDA Case No LWDA-CM-1049161-24. On April 3, 2025, the Parties filed the Joint Stipulation re: Leave to File First Amended Consolidated Complaint in order to effectuate and facilitate the settlement approval process, the Parties agreed to amend the operative complaint which will add the PAGA cause of action and add Claire Seney as a named plaintiff and to reflect that the Defendant is operating under the name Daiso USA LLC instead of its previous name of Daiso California LLC.

Plaintiffs allege that Defendant failed to properly pay wages, including minimum and overtime wages; provide compliant

meal and rest breaks and associated premiums; timely pay wages during employment and upon termination of employment and associated waiting-time penalties; provide accurate wage statements; keep requisite payroll records; and reimburse business expenses, and thereby engaged in unfair business practices in violation of California Business & Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under California Labor Code sections 2698, *et seq.* (“PAGA”). Plaintiffs seek, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys’ fees and costs.

Defendant denies all of the allegations in the Litigation or that it violated any law, and it believes that it has numerous legal defenses to defeat both class certification and the merits of the claims.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into the Stipulation and Agreement to Settle Class Action and Private Attorney General Act Claims (“Settlement” “Agreement” or “Settlement Agreement”).

On [date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Simpluris, Inc. as the administrator of the Settlement (“Settlement Administrator”) and Plaintiffs Eliza Serrano and Claire Seney as representatives of the Putative Class (“Class Representatives”), and the following Plaintiffs’ attorneys as counsel for the Putative Class (“Class Counsel” or “Settlement Class Counsel”):

Arby Aiwarzian
Joanna Ghosh
Helene Mayer
Lawyers for Justice, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

If you are a Putative Class Member, you do not need to take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Qualifying Workweeks credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Group member, you do not need to take any action to receive an Individual PAGA Payment; you will not have the opportunity to object to or seek exclusion from the PAGA Settlement or dispute the PAGA Pay Periods credited to you; and all PAGA Group members will be bound to the PAGA Settlement if the Court grants final approval of the Settlement.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Litigation have merit, that class certification is otherwise appropriate or warranted, or that Defendant has any liability to Plaintiffs, Putative Class Members, or PAGA Group members. Plaintiffs and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of Putative Class Members, the State of California, and PAGA Group members. The Court has made no ruling on the merits of the claims asserted in the Litigation and has determined only that certification of the Putative Class for settlement purposes is appropriate under California law.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is Four Million One Hundred Thousand Dollars and Zero Cents (\$4,100,000.00) (the “Settlement Sum”). The portion of the Settlement Sum that is available for payment to Putative Class Members is referred to as the “Net Settlement Fund.” The Net Settlement Fund will be the Settlement Sum less the following payments which are subject to approval by the Court: (1) attorneys’ fees, in an amount not to exceed 35% of the Settlement Sum (i.e., \$1,435,000.00) and reimbursement of actual costs and expenses associated with Class Counsel’s litigation and settlement of the Litigation, in an amount not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000) (collectively, “Attorneys’ Fees and Costs”) to Class Counsel; (2) Service Awards not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff Eliza Serrano and Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) to Plaintiff Claire Seney for their services in the Litigation; (3) the amount of Seven Hundred Thousand Dollars and Zero Cents

(\$700,000.00) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Payment”), of which the LWDA will be paid 75% (i.e., \$525,00.00) (“LWDA Payment”) and the remaining 25% (i.e., \$175,000.00) will be distributed to PAGA Group members (“Employee PAGA Amount”); and (4) Settlement Administration Costs in an amount not to exceed Thirty Thousand Dollars and Zero Cents (\$30,000.00) to the Settlement Administrator.

Putative Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Fund (“Individual Settlement Payment”) based on the number of weeks within the Class Period wherein a Class Member worked any portion of that week in a Covered Job Position (“Qualifying Workweeks”). The Settlement Administrator has computed the value of a Qualifying Workweek (“Base Value”) by dividing the amount of the Net Settlement Fund by the total number of Qualifying Workweeks worked by all Putative Class Members. The Settlement Administrator has multiplied the Base Value by the number of Qualifying Workweeks worked by the Putative Class Member to compute each Putative Class Member’s estimated gross Individual Settlement Payment that he or she may be eligible to receive under the Class Settlement (which is listed in Section III.C below). Putative Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Members”) will be issued payment of their final Individual Settlement Payment.

Each Individual Settlement Payment will be allocated as twenty-five percent (25%) wages, which will be reported on an IRS Form W-2, and seventy-five percent (75%) penalties and interest, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Payment will be subject to reduction for the employee’s share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Payment. The employer’s share of payroll taxes in connection with the wages portion of the Individual Settlement Payments shall be paid by Defendant separately and in addition to the Settlement Sum.

PAGA Group members are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the Employee PAGA Amount (“Individual PAGA Payment”) based on the number of pay periods within the PAGA Period wherein a PAGA Group member worked any portion of the pay period in a Covered Job Position (“PAGA Pay Period”). The Settlement Administrator has multiplied the Employee PAGA Amount by a fraction, the numerator of which is the PAGA Group member’s individual number of PAGA Pay Periods, and the denominator of which is the total number of PAGA Pay Periods for all PAGA Group members, to yield his or her Individual PAGA Payment that he or she may be eligible to receive under the PAGA Settlement (which is listed in Section III.C below).

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on IRS Form 1099 (if applicable).

Defendant agrees to pay the Settlement Sum of \$4,100,000.00 on a non-reversionary basis. The Settlement Sum includes Individual Settlement Payments, Individual PAGA Payments, Settlement Administration Costs, Attorneys’ Fees and Costs, Service Awards, and the LWDA Payment. The employer’s share of payroll taxes will be paid by Defendant separate from and in addition to the Settlement Sum.

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

B. Your Qualifying Workweeks Based on Defendant’s Records

According to Defendant’s records,

- **From September 22, 2016 through February 2, 2022 (i.e., the Class Period), you are credited as having worked [REDACTED] Qualifying Workweeks.**

As a Putative Class Member, if you wish to dispute the number of Qualifying Workweeks credited to you, you may submit your dispute by way of a written letter (“Workweeks Dispute”), which must: (a) be in writing; b) be signed by you; (c) include the case name and number (i.e., *Eliza Serrano v. Daiso USA LLC*, Alameda County Superior Court, Case No. RG20074999); (d) include the last four digits of your Social Security number; (e) include a clear statement of the number

of Qualifying Workweeks that you believe should be attributed to you, (f) include any documentation in your possession relating to your dispute, and (g) be returned to the Settlement Administrator at the specified address, postmarked **on or before** **[Response Deadline]**.

C. Your Estimated Individual Settlement Payment and Individual PAGA Payment (if applicable)

As explained above, your estimated Individual Settlement Payment and Individual PAGA Payment (if applicable) is based on the number of Qualifying Workweeks and PAGA Pay Periods credited to you.

Under the terms of the Settlement, your Individual Settlement Payment is estimated to be \$ [redacted]. The Individual Settlement Payment is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Payment and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [redacted] and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take multiple months. Your Individual Settlement Payment and Individual PAGA Payment (if applicable) reflected in this Notice is only an estimate. Your actual Individual Settlement Payment and Individual PAGA Payment (if applicable) may be higher or lower.

D. Release of Claims

Upon entry of the Judgment and Final Order in the Litigation, and upon full funding of the maximum Settlement Sum, Plaintiffs and each and every Settlement Class Member shall be bound by this Agreement, shall have recourse to the benefits, rights, and remedies exclusively as provided hereunder, and shall be deemed to have, and by operation of the Judgment and Final Order shall have fully, finally, and forever released, relinquished, and discharged each and all of the Released Parties of the Released Class Claims.

Upon entry of the Judgment and Final Order in the Litigation, and upon full funding of the maximum Settlement Sum, Plaintiffs, each and every member of the PAGA Group, and the State of California shall be deemed to have, and by operation of the Judgment and Final Order shall have, fully, finally, and forever released, relinquished, and discharged each and all of the Released Parties of and from any and all Released PAGA Claims.

“Released Class Claims” means all claims alleged or which could have been alleged based on the facts pled in the Operative Complaint, including any claim, arising during the Class Period, for unpaid wages, unpaid penalties, failure to pay overtime or other hours worked, “off-the-clock” claims, “rounding” claims, failure to pay overtime wages due based on the correct regular rate of pay, failure to provide compliant meal or rest periods, failure to make penalty payments or premium pay in lieu of providing meal or rest periods, failure to provide minimum wages, failure to reimburse reasonable business expenses, failure to provide timely payment of wages, non-compliant wage statements, failure to maintain adequate payroll records, any alleged statutory penalty, any other claims under the Fair Labor Standards Act (“FLSA”), California Labor Code, including sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1194, 1197, 1197.1, 1198, 2800, 2802, the applicable California Wage Order(s), or federal law, and any claim under Business and Professions Code section 17200 et al. predicated on the above claims which were alleged or could have been alleged based upon the facts pled in the Operative Complaint.

“Released PAGA Claims” means all claims for civil penalties arising under the California Labor Code Private Attorneys General Act of 2004, Labor Code Sections 2698, et seq. (“PAGA”) that were alleged or which could have been alleged against any of the Released Parties, based on the facts pled in the Operative Complaint, and/or the LWDA Notice, arising during the period September 22, 2019 to the date on which the Court grants preliminary approval of the Settlement, including but not limited to any PAGA claim for unpaid wages, unpaid penalties, failure to pay overtime or other hours worked, “off-the-clock” claims, “rounding” claims, failure to pay overtime wages due based on the correct regular rate of pay, failure to provide compliant meal or rest periods, failure to make penalty payments or premium pay in lieu of providing meal or rest periods, failure to provide minimum wages, failure to reimburse reasonable business expenses, failure to provide timely payment of wages, non-compliant wage statements, failure to maintain adequate payroll records, for violations of the California Labor Code, including sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable California Wage Order(s).

“Released Parties” means Defendant Daiso and its respective present and former parents, owners, subsidiaries, and any affiliated or related persons or entities and each of their respective officers, directors, employees, partners, shareholders, attorneys, agents, successors, assigns, and legal representatives.

E. Attorneys’ Fees and Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount not to exceed thirty-five percent (35%) of the Settlement Sum (i.e., \$1,435,000.00) and reimbursement of actual costs and expenses associated with Class Counsel’s litigation and settlement of the Action, in an amount not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000) (collectively, “Attorneys’ Fees and Costs”), subject to approval by the Court. The Attorneys’ Fees and Costs granted by the Court will be paid from the Settlement Sum. Class Counsel has been prosecuting the Litigation on behalf of Plaintiffs, Putative Class Members, and PAGA Group members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Service Awards to Plaintiffs

Plaintiffs will seek the amount of up to Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff Eliza Serrano and Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) to Plaintiff Claire Seney (“Service Awards”), in recognition of their services in connection with the Litigation. The Service Awards will be paid from the Settlement Sum, subject to approval by the Court, and if awarded, will be paid to Plaintiffs in addition to their individual settlement payments that they are entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Thirty Thousand Dollars and Zero Cents (\$30,000) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of preparing, translating, issuing and mailing any and all notices or reminders to Putative Class Members, including a NCOA update of addresses and a skip trace of any undeliverable notice packets; all costs and fees associated with computing, processing, reviewing, issuing and paying the Service Award, the payment to the LWDA, Individual Settlement Payments, Individual PAGA Payments, Attorneys’ Fees and Costs, interest, taxes, and any other payments to be made out of or into the Qualified Settlement Fund; all costs and fees associated with preparing any tax returns and any other filings required by any governmental taxing authority or agency; all costs and fees associated with preparing any other notices, reminders, reports, or filings to be prepared in the course of administering disbursements from the Settlement Sum; and any other costs and fees incurred and/or charged by the Settlement Administrator in connection with the execution of its duties under the Agreement.

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

A. Participate in the Settlement

If you want to participate in the Class Settlement and receive money from the Class Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims described in Section III.D above.

If you are a PAGA Group member, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims described in Section III.D above.

As a Putative Class Member and PAGA Group member, you will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney’s fees and expenses.

B. Request Exclusion from the Class Settlement

Putative Class Members may request to be excluded from the Class Settlement by a submitting a written Request for Exclusion, which is attached to this Notice, to the Settlement Administrator at the specified address, postmarked **on or before** **[Response Deadline]**.

[Settlement Administrator]

[Mailing Address]

The Request for Exclusion must contain the case name and number of the Litigation (i.e., *Eliza Serrano v. Daiso USA LLC*, Alameda County Superior Court, Case No. RG20074999) as well as your full name, address, and last four digits of your Social Security number, and it must affirmatively state that you do not want to participate in the Class Settlement. The Request for Exclusion must also be signed you.

If the Court grants final approval of the Settlement, any Putative Class Member who submits a timely and valid Request for Exclusion will not be issued an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Putative Class Members who do not submit a timely and valid Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. PAGA Group members will be bound by the PAGA Settlement (and the release of PAGA Released Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object to the Class Settlement as long as you have not submitted a Request from Exclusion from the Class Settlement, by submitting a written objection to the Settlement Administrator or presenting your objection at the Final Approval Hearing.

A written objection must contain the case name and number of the Litigation (i.e., *Eliza Serrano v. Daiso USA LLC*, Alameda County Superior Court, Case No. RG20074999) as well as your full name, address, and last four digits of your Social Security number, and must state the legal and factual bases for objection. The objection must also be signed by you and be submitted to the Settlement Administrator at the specified address, postmarked **on or before** **[Response Deadline]**.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 23 of the Alameda County Superior Court, located at the Alameda County Administration Building, 1221 Oak St., Oakland, CA 94612, on **[date]**, at **[time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys' Fees and Costs to Class Counsel, Service Awards to Plaintiffs, and Settlement Administration Costs to the Settlement Administrator.

The Final Approval hearing may be continued without further notice to Putative Class Members and PAGA Group members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear by audio or video if you wish to.

You can find information regarding appearing remotely at <https://www.alameda.courts.ca.gov/general-information/remote-appearances>.

VI. ADDITIONAL INFORMATION

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

You may view the Settlement Agreement, pleadings, and other court records in the Action online by visiting the Alameda

County Superior Court's website, known as "eCourt Public Portal," at <https://eportal.alameda.courts.ca.gov/>.

After arriving at the website, click the "Search" tab at the top of the page, then select the Document Downloads link, enter the case number and click "Submit." Images of every document filed in the case may be viewed at a minimal charge.

You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings.

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

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