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8 Attorneys for Plaintiff,

9 HUMBERTO BELTRAN CAMPOS, and all others similarly situated

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

12 **(UNLIMITED JURISDICTION)**

13 HUMBERTO BELTRAN CAMPOS, on
14 behalf of himself and all others similarly
15 situated, and the general public, and as an
16 “Aggrieved Employee” on behalf of other
17 “Aggrieved Employees” under the Private
18 Attorneys General Act of 2004,

19 *Plaintiff(s),*

20 vs.

21 MARK GLATT; and DOES 1 to 25,
22 inclusive,

23 *Defendants.*

Case No.: 25STCV09123

**DECLARATION OF MARALLE
MESSRELIAN IN SUPPORT OF
PLAINTIFF’S UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF JOINT
STIPULATION OF CLASS ACTION AND
PAGA SETTLEMENT**

Action filed: 3/27/2025

Hearing Date: 3/24/2026

Hearing Time: 10:30 a.m.

Hearing Dept: SSC-12, Hon. Carolyn B.
Kuhl

1 **DECLARATION OF MARALLE MESSRELIAN IN SUPPORT OF PLAINTIFF’S**
2 **UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF JOINT**
3 **STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT**

4 I, MARALLE MESSRELIAN, declare as follows:

5 1. I am an attorney duly licensed to practice law in the State of California and am
6 an attorney of record for Plaintiff Humberto Beltran Campos (“Plaintiff”) in his lawsuit
7 against Defendant Mark Glatt (“Defendant”). Plaintiff and Defendant are collectively referred
8 to as the “Parties”.

9 2. Except as otherwise indicated, I have personal knowledge of all matters set forth
10 herein and, if called as a witness, could and would competently testify thereto under oath.

11 3. The Joint Stipulation of Class Action and PAGA Settlement and Release (the
12 “Settlement”) is attached hereto as **Exhibit 1**.

13 ***Factual and Procedural Background***

14 4. Defendant first began to employ Plaintiff in or around July/August 2022 as a
15 horse rider. Plaintiff worked at the Santa Anita Park located at 285 W Huntington Dr, Arcadia,
16 CA 91007 where the horses were kept. Plaintiff’s job duties included riding horses in the
17 morning and taking horses to the track. Plaintiff would ride about 8 to 12 horses during each
18 work shift. After riding the horses, Plaintiff would take off the saddles and clean them, among
19 other tasks. Plaintiff’s employment ended on or around September 30, 2024.

20 5. On October 28, 2024 Plaintiff notified Defendant and the California Labor and
21 Workforce Development Agency (“LWDA”), pursuant to the California Private Attorneys
22 General Act of 2004, California Labor Code sections 2698, et seq. (“PAGA”), of alleged Labor
23 Code violations allegedly committed by Defendant. A true and correct copy of the letter to the
24 LWDA dated October 28, 2024 is attached hereto as **Exhibit 2**.

25 6. On March 27, 2025, Plaintiff filed a Class Action Complaint in the Los Angeles
26 Superior Court, Case No, 25STCV09123 against Defendant on behalf of himself and others
27 similarly situated, alleging causes of action on a class-wide basis for (1) Failure to Pay All
28 Wages Earned for All Hours Worked at the Correct Rates of Pay (Lab. Code §§ 221, 510, 1194,
1197, and 1198); (2) Failure to Provide Rest Breaks (Lab. Code §§ 226.7 and 1198); (3) Failure
to Provide Meal Periods (Lab. Code §§ 226.7, 512 and 1198); (4) Failure to Indemnify (Lab.
Code § 2802); (5) Failure to Provide Accurate Itemized Wage Statements (Lab. Code § 226);

1 (6) Failure to Pay Wages Owed Every Pay Period (Lab. Code § 204); (7) Failure To Pay Wages
2 When Employment Ends (Lab. Code §§ 201–203); (8) Civil Penalties (Lab. Code §§ 2698, et
3 seq.); and (9) Unfair Competition (Bus. & Prof. Code, § 17200 esq.). A true and correct copy of
4 the complaint is attached hereto as **Exhibit 3**. On April 9, 2025, the Court issued a Minute
Order staying the case and Defendant’s responsive pleading deadline.

5 7. The Parties met and conferred and agreed that it may be in their mutual interests
6 to discuss Plaintiff’s allegations informally, rather than through litigation, and scheduled
7 private mediation.

8 8. On June 16, 2025, the Parties attended and participated in good faith, arms’
9 length settlement discussions at a mediation session with Jason Marsili, Esq., a highly
10 experienced professional mediator. At the conclusion of the mediation, the Parties agreed to the
11 material terms of the Settlement.

12 9. In advance of the mediation, and before agreeing to the terms of the Settlement,
13 the Parties engaged in informal discovery. Through informal discovery, Defendant produced
14 time and payroll data for approximately twenty percent (20%) of the putative class members
15 who worked during the Class Period (approximately 20 employees). Now that the Parties have
16 finalized the long-form Settlement, Plaintiff submits it to this Court for preliminary approval.

17 10. Defendant denies any liability or wrongdoing of any kind whatsoever associated
18 with the lawsuit. It is the desire of the parties to fully, finally, and forever compromise, and
19 discharge all claims known or unknown related to those alleged in Plaintiff’s lawsuit.

20 *Ascertainable and Numerous Class*

21 11. A class is ascertainable when it may be readily identified without unreasonable
22 expense or time by reference to official records. Here, Plaintiff maintains that the above-
23 defined Class is ascertainable because its members may be identified by reference to
24 Defendant’s records and Defendant has agreed to share the relevant information from its
25 records to facilitate the settlement process. Therefore, the Settlement Class is ascertainable.

26 12. The Settlement Class has sufficiently numerous members to render joinder
27 impractical. No set number is required as a matter of law to maintain a class action. The
28 California Supreme Court has upheld a class of as few as 10 individuals. Defendant estimates
that there are approximately 89 Class Members. Plaintiff maintains that it would be impractical
and economically inefficient to require each Settlement Class Member to separately maintain

1 an individual action or be joined as a named plaintiff in this action. In light of these
2 considerations, the Settlement Class's membership is sufficiently numerous.

3 ***Predominant Common Questions***

4 13. A question of law or fact is common to the members of a class if it may be
5 resolved through common proof. In this case, there are many predominant common questions.
6 Plaintiff asserts all class members were subject to the same or similar operations and
7 employment policies, practices, and procedures. The claims arise from Defendant's alleged
8 uniform policy of failing to properly account for all time worked and failing to, among other
9 things, properly pay minimum and overtime wages, provide off-duty meal and rest periods,
10 indemnify Class Members for business expenses, timely pay wages during employment and
11 upon separation of employment, and provide compliant wage statements, all of which Plaintiff
12 claims constitute unfair business practices and give rise to PAGA penalties. Plaintiff asserts
13 that common questions include, but are not limited to: (1) Whether Defendant failed to pay all
14 wages earned to Class Members for all hours worked at the correct rates of pay; (2) Whether
15 Defendant failed to provide the Class with all meal and rest periods in compliance with
16 California law; (3) Whether Defendant failed to pay the Class one additional hour of pay on
17 workdays they failed to provide the class with one or more meal or rest periods in compliance
18 with California law; (4) Whether Defendant failed to indemnify the Class for all necessary
19 business expenditures incurred during the discharge of their duties including, but not limited to,
20 personal mobile phones; (5) Whether Defendant failed to provide the Class with paid sick leave
21 and/or statements of sick leave available; Whether Defendant knowingly and intentionally
22 failed to provide the Class with accurate and complete itemized wage statements; (6) Whether
23 Defendant willfully failed to provide the Class with timely final wages; and (7) Whether
24 Defendant engaged in unfair competition within the meaning of Business and Professions Code
25 section 17200, *et seq.*, with respect to the class. Therefore, common questions predominate.

26 ***Typicality***

27 14. Plaintiff contends that his claims are typical for the purposes of certifying the
28 Settlement Class. Plaintiff, like absent Class Members was subject to the same relevant policies
and procedures governing his compensation, hours of work, and meal and rest periods. Because
Plaintiff contends that he was subject to the same general course of conduct as absent Class
Members, resolving the common questions as they apply to Plaintiff will determine

1 Defendant's *prima facie* liability to all the Class Members. Moreover, Plaintiff's claims could
2 potentially be subject to the same primary affirmative defenses as those of absent Class
3 Members. Accordingly, Plaintiff's claims are typical of the Class.

4 ***Adequacy***

5 15. The adequacy requirement is met where the plaintiff is represented by counsel
6 qualified to conduct the litigation and the plaintiff's interest in the litigation is not antagonistic
7 to the class' interests. In other words, where the plaintiff has adequate counsel, the plaintiff
8 may represent the entire class absent any disabling conflicts of interest that might hinder the
9 plaintiff's ability to represent the class.

10 16. To the best of my knowledge, neither Plaintiff nor I have any conflicts of
11 interest with the absent Settlement Class Members. Plaintiff contends that he is an adequate
12 class representative. Plaintiff and the Class Members have strong and co-extensive interests in
13 this litigation because they all worked for Defendant during the relevant time period, allegedly
14 suffered the same alleged injuries from the same alleged course of conduct, and there is no
15 evidence of any conflict of interest between Plaintiff and the Class Members. Moreover,
16 Plaintiff has demonstrated his commitment to the Settlement Class by, among other things,
17 retaining experienced counsel, providing counsel with documents and extensively speaking
18 with them to assist in identifying the claims asserted in this case, and exposing himself to the
19 risk of attorneys' fees and costs awards against him if this lawsuit had been unsuccessful. Thus,
20 Plaintiff is adequate to serve as Settlement Class Representative.

21 ***Background of Class Counsel***

22 17. In 2003, I earned a Bachelor of the Science degree with a major in Accounting
23 from Cal State University, Northridge. In 2017, I earned a Juris Doctor degree from
24 Southwestern University School of Law.

25 18. In December of 2017, the Supreme Court for the State of California admitted
26 me as an Attorney and Counselor at Law and licensed me to practice law in all the Courts of
27 this State.

28 19. I am experienced in handling employment law matters and specifically wage
and hour cases. I have been practicing law since 2017. My experience has been almost
exclusively in the area of employment law representing employees with claims of wrongful
termination, harassment, whistleblower retaliation, discrimination, wage and hour, and family

1 and medical leave violations. I am a member of the California Employment Lawyers
2 Association (CELA).

3 20. In my representation of employees, I have prosecuted several lawsuits on
4 behalf of employees with claims of rest and meal period and overtime violations or other wage
5 claims.

6 21. I have been involved in the prosecution of numerous wage and hour class and
7 representative actions at various stages of litigation. A small sampling of the wage and hour
8 class and representative action cases in which I have been counsel of record is as follows:

9 a) *Joshua Silva v. Payo Laboratories, Inc., et al.*, San Luis Obispo County
10 Superior Court, Case No. 19CV-0689 (appointed Class Counsel and granted final approval of
11 class action settlement by the court).

12 b) *Mervin Perkins v. CC Venice, LLC, et al.*, Los Angeles Superior Court,
13 Case
14 No. BC703660 (appointed Class Counsel and granted final approval of class action settlement
15 by the court).

16 c) *Jashar Bryant v. Pinnacle Cabling & Construction, Inc., et al.*, Orange
17 County Superior Court, Case No. 30-2020-01123094-CU-OE-CXC (appointed Class Counsel
18 and granted final approval of class action settlement by the court).

19 d) *Collins v. Spa Products Import & Distribution Co., LLC, et al.*, Los Angeles
20 County Superior Court, Case No. 19STCV10586 (granted final approval of class action
21 settlement by the court)

22 e) *Sabrina Slater v. Avalon Care Center – Sonora, L.L.C., et al.*, Tuolumne
23 County Superior Court, Case No. CV62006 (granted final approval of class action settlement
24 by the court)

25 f) *Violet Avalos v. Smithcare Incorporated, et al.*, Tulare County Superior
26 Court, Case No. VCU272975 (granted final approval of class action settlement by the court)

27 g) *David Contreras v. HTX Services LLC, et al.*, Los Angeles County Superior
28 Court, Case No. 19STCV43405 (granted final approval of class action settlement by the court)

h) *Devin Cherry v. LA Corral Three, Inc., et al.*, Kern County Superior Court,
Case No., BCV-18-101817-DRL (granted final approval of class action settlement by the
court)

- 1 i) *Vikki Curl and Anthony J. Gratton v. Reel Security Corp., et al.*, Los
2 Angeles
3 County Superior Court, Case No. 18STCV09302 (granted final approval of class action
4 settlement by the court)
- 5 j) *Corrine Lashbrook and Joshua Sweat v. Andy's BP, Inc., et al.*, San Mateo
6 County Superior Court, Case No. 19CIV02344 (granted final approval of class action
7 settlement by the court)
- 8 k) *Stephen Aguirre and Christopher Walls v. Anlin Industries*, Fresno County
9 Superior Court, Case No. 17CECG04326 (order and judgment approving PAGA settlement by
10 the court)
- 11 l) *Rebecca Mallory v. Odyssey Healthcare Operating A, L.P.*, Kern County
12 Superior Court, Case No. BCV-19-102735 (order and judgment approving PAGA settlement
13 by the court)
- 14 m) *Wendy Chavez v. Texas De Brazil (Fresno) Corporation, et al.*, Fresno
15 County Superior Court, Case No. 19CECG04249 (order and judgment approving PAGA
16 settlement by the court)
- 17 n) *Kevin Littleton v. Lincoln Military Property Management LP.*, San Diego
18 County Superior Court, Case No. 37-2018-00061799-CU-OE-NC (order and judgment
19 approving PAGA settlement by the court)
- 20 o) *Krystal Thomas v. Choice Physicians Network, Inc., et al.*, San Bernardino
21 County Superior Court, Case No. CIVDS2013964 (order and judgment approving PAGA
22 settlement by the court)
- 23 p) *Otina Sengvong v. Probuild Company, LLC, et al.*, United States District
24 Court, Southern District of California, Case No. 3:19-cv-02231-MMA (JLB) (granted final
25 approval of class action settlement by the court)
- 26 q) *Orland Perez Avalos v. Milagros Restaurant LLC, et al.*, San Mateo County
27 Superior Court, Case No. 22-CIV-01222 (order and judgment approving PAGA settlement by
28 the court)
- r) *David Xiqui Vasquez v. The Province LLC, et al.*, Santa Clara County
Superior Court, Case No. 22CV397541 (order and judgment approving PAGA settlement by
the court)

s) *Manuel Melendrez v. Clean Auto Inc., et al.*, San Mateo County Superior Court, Case No. 22CIV01967 (order and judgment approving PAGA settlement by the court)

t) *Arturo Vera Lopez v. Green Valley Landscape, et al.*, Monterey County Superior Court, Case No. 22CV003751 (order and judgment approving PAGA settlement by the court)

u) *Erasmus Gomez v. A-1 Jay's Machining, Inc., et al.*, Santa Clara County Superior Court, Case No. 22CV394795 (order and judgment approving PAGA settlement by the court)

v) *Iris Rodriguez v. Facility Masters, Inc.*, Santa Clara County Superior Court, Case No. 23CV423999 (order and judgment approving PAGA settlement by the court)

w) *Mariana Ruelas v. Vista La Mesa Senior Living, Inc., et al.*, San Diego Superior Court, Case No. 37-2023-00050755-CU-OE-CTL (order and judgment approving PAGA settlement by the court).

x) *Jose Angel Lopez v. Moreno & Associates, Inc., et al.*, Santa Clara Superior Court, Case No. 23CV422622 (order and judgment approving PAGA settlement by the court).

y) *Irma Tapia v. Posada Associates, et al.*, Santa Cruz Superior Court, Case No. 23CV00355 (order and judgment approving PAGA settlement by the court).

z) *Andres Ibarra v. Stadco, et al.* Los Angeles Superior Court, Case No. 23STCV26591 (order and judgment approving PAGA settlement by the court).

aa) *Alfredo Betancourt v. L3 Technologies, Inc.*, San Mateo County Superior Court, Case no. 23-CIV-05704 (appointed Class Counsel and granted final approval of class action settlement by the court).

bb) *Eduardo Martinez Guizar v. Air Culinaire Worldwide, LLC*, Santa Clara County Superior Court, Case No. 23CV415879 (order and judgment approving PAGA settlement by the court).

cc) *Jesse Altamirano v. Weber Metals, Inc.*, Los Angeles Superior Court, Case No. 24STCV05326 (order and judgment approving PAGA settlement by the court).

dd) *Noriell Hoff v. Anthem Mechanical, et al.*, Riverside County Superior Court, Case No. CVRI2401199 (order and judgment approving PAGA settlement by the court).

ee) *Lukas Javier v. Hyatt Corporation dba The Seabird*, San Diego County

1 Superior Court, Case No. 37-2024-00018273-CU-OE-NC (order and judgment approving
2 PAGA settlement by the court).

3 ff) *Nathalie Barcenas v. El Toro Meat Shop*, Orange County Superior Court,
4 Case No. 30-2023-01351414-CU-OE-CXC (order and judgment approving PAGA settlement
5 by the court).

6 gg) *Ruben Ortiz Salgado v. Bob Baffert Racing, Inc.*, Los Angeles County
7 Superior Court, Case No. 24STCV00686 (appointed Class Counsel and granted final approval
8 of class action settlement by the court).

9 hh) *Edgar Herrera v. Environmental Remedies, Inc., et al.*, Alameda County
10 Superior Court, Case No. 24CV092901 (order and judgment approving PAGA settlement by
11 the court).

12 ii) *Sahid Irad Magana Segura v. DWH Restaurants, Inc., et al.*, Santa Clara
13 County Superior Court, Case No. 24CV428664 (order and judgment approving PAGA
14 settlement by the court).

15 ***Class Action Treatment Is Superior***

16 22. A class action is also superior to other means adjudicating the issues in this
17 action. The predominance of common legal and factual questions shows that this Court could
18 fairly adjudicate the claims of Class Members through a single class action. In view of the
19 *theoretical* alternatives that proposed class members could potentially utilize—representative
20 PAGA action (where there is less relief available), individual civil lawsuits or wage claims
21 through the Division of Labor Standards Enforcement (where there would be relatively little
22 money at stake, but the claims would be time-consuming to litigate)—a class action is plainly
23 superior to all of them. Thus, this consideration supports conditional class action treatment for
24 purposes of this Settlement only.

25 ***The Settlement is Presumptively Fair***

26 23. The class settlement here satisfies all of the *Kullar* factors. The Settlement
27 resulted from thorough, arms' length, negotiations between experienced counsel with the
28 assistance of a respected mediator after sufficient discovery was exchanged to assess the
relative strengths and weaknesses of their respective cases and Defendant's estimated exposure.
Both defense counsel and I are particularly experienced in employment law and wage and hour
class actions. We are experienced and qualified to evaluate the class claims, the viability of the

1 defenses, and the risks and benefits of settlement versus trial on a fully informed basis. I have
2 negotiated many wage and hour class settlements, including many involving the same issues
3 presented here. Counsel on both sides share the view that the Settlement is a fair and reasonable
4 settlement in light of the complexities of the case and uncertainties of class certification and
litigation, and a fair result for the Class Members.

5 *Exposure & Risk Analysis*

6 24. The Parties reached the Settlement through arm's-length bargaining with the aid
7 of a respected mediator. The Parties conducted sufficient investigation and discovery to allow
8 Counsel and the Court to act intelligently. I considered various sources of information in the
9 lead-up to and during the mediation of June 16, 2025 that enabled Plaintiff to achieve the
10 Settlement at issue.

- 11 • Defendant produced and I reviewed Plaintiff's payroll records.
- 12 • My office requested that Defendant provide the total number of employees, paychecks,
13 and the pay cycles during the relevant period. Defendant provided the answers to each
14 of these questions.
- 15 • My office requested sample time and payroll records for the relevant time period.
16 Defendant produced time and payroll data for approximately twenty percent (20%) of
17 the putative class members who worked during the Class Period (approximately 20
employees).
- 18 • My office then retained a professional data analyst, James Toney, to examine the
19 records and determine if there was any pay discrepancy in timesheet hours versus paid
20 hours, meal violations, and if there was any rounding/time shaving issues. Plaintiff is
21 prepared to provide the Court with the data analysis for *in camera* inspection upon its
request.
- 22 • I analyzed the state of caselaw on meal and rest break claims, claims for off-the-clock
23 work, claims for unreimbursed expenses, and claims for not providing sick leave.

24 25. Defendant disclosed that there were approximately 7,422 workweeks during the
25 Class Period. Based on this information and with the aid of the data analyst, I prepared
26 "damages" estimates to determine Defendant's maximum exposure in connection with the
27 settlement negotiations. I calculated the maximum potential damages for minimum wage
28 violations, meal period violations, and rest period violations to be approximately

1 \$2,322,660.45 (exclusive of penalties and interest); maximum damages for derivative claims
2 of \$69,300.00 for wage statement penalties and \$279,720.00 for waiting time penalties; and
3 \$512,300.00 in potential civil penalties under the PAGA. The estimates are in essence “home
4 run” projections that do not factor in any of the risks involved in litigating this Action and are
5 not in line with reality, especially when considering Defendant’s policies and its position on
6 the issues. A detailed explanation of Plaintiff’s valuation is set forth below.

7 A. Meal Break Violations

8 Plaintiff alleges that Defendant failed to provide Plaintiff and Settlement Class
9 Members lawful meal breaks. Expert analysis of the sample time and payroll records revealed
10 a 81.4% violation rate. Accordingly, Plaintiff calculates the maximum potential damages for
11 meal break violations as follows:

12 34,796 (Class Shift Count > 5 hours)

13 x 81.4% (violate rate)

14 x \$30.00 (average hourly rate)

15 \$849,718.32

16 B. Rest Break Violations

17 Plaintiff also contends that Defendant failed to authorize and permit lawful rest breaks.
18 Based on information provided by Plaintiff, Plaintiff estimates a 20% violation rate. Plaintiff
19 calculates the maximum potential damages for rest break violations as follows:

20 34,796 (Class Shift Count > 3.5 hours)

21 x 100% (violation rate)

22 x \$30 (average hourly rate)

23 \$1,043,880.00

24 There are risks to Plaintiff’s rest period claim. Employers are not required to record
25 rest periods and such periods are paid. Thus, unlike unpaid meal periods where there are often
26 records showing whether an employee clocked out or not, there is no such evidence to prove a
27 missed rest period or that the employer refused to authorize and permit one. Managing such
28 claims at trial has become exceedingly difficult. Plaintiff will depend on sample witness

1 testimony and surveys to prove the claims. While a victory with such evidence is certainly
2 possible, relevant caselaw makes such claims risky from a trial management and due process
3 perspective.

4 C. Off-the-Clock Work

5 Plaintiff contends that Defendant violated minimum and overtime wages by requiring
6 employees to work off-the-clock. Plaintiff calculates the maximum potential damages due to
7 off-the-clock work as follows:

$$\begin{array}{r} 11,627.70 \text{ total off-the-clock hours (based on 34,883 total shift count and} \\ 20 \text{ min OTC per shift)} \\ \times \$36.90 \text{ (weighted average overtime rate)} \\ \hline \$429,062.13 \end{array}$$

12 D. Failure to Timely Pay Wages Upon Termination

13 Plaintiff alleges that Defendant failed to pay employees premium wages for meal and
14 rest period violations and failed to pay all wages owed. As a result, discharged and quitting
15 employees were not paid in full as required by the Labor Code. Plaintiff calculates the
16 maximum value of this claim as follows:

$$\begin{array}{r} 42 \text{ (total number of former employees)} \\ \times \$30.00 \text{ (average hourly rate)} \\ \times 7.40 \text{ (average shift hours)} \\ \times 30 \text{ days} \\ \hline \$279,720.00 \end{array}$$

22 E. Failure to Furnish Accurate Itemized Wage Statements

23 Plaintiff alleges that because Defendant required employees to work off the clock, Class
24 Members' hours worked and wages earned were not accurately listed on the wage statements.
25 Plaintiff calculates the maximum value of this claim as follows:

$$\begin{array}{r} 715 \text{ (total number of paychecks issued during 226 period)} \\ \times \$100 \text{ (statutory penalty/paycheck)} \\ \hline - 2,200 \text{ (\$50/1}^{\text{st}} \text{ paycheck/44 class members during 226 period)} \end{array}$$

\$69,300.00

F.Civil Penalties Under PAGA

Under Labor Code § 2699, Defendant is subject to a civil penalty in the amount of \$100 for each aggrieved employee per pay period for the initial violation, and \$200 for each subsequent violation for each aggrieved employee for each pay period. Defendant represented that there were approximately 1,247 total pay periods for all of the Aggrieved Employees during the PAGA Period. Applying the same violation rates to the total pay periods, Plaintiff calculates the maximum value of the PAGA claim as follows:

Violation	Lab.Code secs.	Civil Penalty	Paychecks	Totals
Unpaid minimum wage violations civil penalties	1194/1197/1197.1	\$ 100.00	1,247	\$ 124,700.00
Unprovided meal period violations civil penalties	512/558	\$ 50.00	1,015	\$ 50,750.00
Unpaid overtime violations civil penalties	510/558	\$ 50.00	1,247	\$ 62,350.00
Unprovided rest period violations civil penalties	1198/2699	\$ 100.00	1,247	\$ 124,700.00
Faulty wage statement violations civil penalties	226/1198/2699	\$ 100.00	1,247	\$ 124,700.00
Untimely wages violations civil penalties	201-204/210	\$ 100.00	16	\$ 1,600.00
Inaccurate Pay Records violations civil penalties	1174/1174.5	\$ 500.00	47ees	\$ 23,500.00
Total Civil Penalties				\$ 512,300.00

As mentioned above, this estimate does not reflect the realities of this case and did not take into account any of the risks discussed above and assumed a violation for every single pay period. As such, the Parties discounted potential civil penalties for multiple reasons. For one, Plaintiff's PAGA claims are predicated on the wage underpayment, meal, rest, business expense reimbursement, and wage statement violations described above, and thus subject to the same disputes and defenses. Plaintiff's counsel also assessed multiple penalties for the same pay period for the same alleged violations of different Labor Code provisions and derivative violations. I am not aware of any California state courts awarding plaintiffs multiple PAGA penalties for the same violation for the same pay period under different Labor Code provisions. This may be because the PAGA does not provide for what many employers characterize as claim splitting and not merely stacking. Additionally, PAGA states a court has discretion to award a lesser amount than the maximum penalty. Lab. Code § 2699(e)(2); *Thurman v. Bayshore Transit Management, Inc.* (2012) 203 Cal.App.4th 1112, 1135 (reducing PAGA award).

26. The Settlement obviates the significant risk that this Court may deny

1 certification of some or all of Plaintiff's claims. Even if Plaintiff obtained certification of some
2 or all of the claims, continued litigation would be expensive, involving a trial and possible
3 appeals, and would substantially delay and reduce any recovery by the Class Members. While
4 Plaintiff is confident in the merits of his case, a legitimate controversy exists as to each cause of
5 action. To illustrate this consideration, below is brief summary of some of Defendant's
6 arguments, all of which Plaintiff disputes, but nevertheless acknowledges as potential threats to
the Settlement Class's claims.

- 7 • Defendant contends that individualized proof will be needed to establish liability on
8 Plaintiff's meal period claims. Defendant argues that Settlement Class Members will
9 testify that they were plainly advised by their supervisors, and fully understood, that
10 they were authorized to take meal periods within each five-hour period worked and, in
11 fact, took such breaks. Moreover, Defendant's timekeeping data cannot show why a
12 meal break does not appear in the time records. For example, a meal period may have
13 been authorized and taken, but simply not punched in and out.
- 14 • Defendant contends that there is no common proof for Plaintiff's claim that he was
15 required to work off-the clock ("OTC") and that some of that OTC work, if properly
16 accounted for, would have resulted in work to be compensated at overtime rates. In
17 fact, Defendant argues, time records do not provide common proof because, by
18 definition, they do not show such time. Defendant argues that one would have to
19 examine, and cross-examine for credibility, each individual's separate claims of
20 supposed OTC work. Further, Defendant argues, each Class Member would need to
21 overcome this credibility hurdle in the face of his/her own time records, which show no
22 OTC work and further would have to prove that his/her individual manager knowingly
23 suffered or permitted the work.
- 24 • Defendant contends that Plaintiff cannot recover waiting time or wage statement
25 penalties based upon the failure to pay Labor Code section 226.7 premium wages for
26 meal and rest period violations. *See Naranjo v. Spectrum Sec. Servs., Inc.* (2019) 40
27 Cal. App. 5th 444 (review granted Jan. 20, 2020) (actions for violations of Labor
28 Code's meal break provisions do not entitle employees to pursue derivative waiting
time and itemized wage statement penalties).

- There is a risk that the Court may consider Plaintiff's claims as to Defendant's alleged failure to indemnify for business expenses to be individual in nature and unfit for class wide resolution.

27. As noted above, Defendant contests liability, as well as the propriety of certification, and is prepared to vigorously oppose certification and to defend against Plaintiff's claims if the Action is not settled. Given the potential damages, as well as the substantial risks to recovery discussed herein, including the uncertainties in achieving class certification, Plaintiff's counsel had to dramatically discount the value of the claims during settlement negotiations. Plaintiff's counsel estimates a 50 percent likelihood of obtaining and maintaining certification of all of Plaintiff's claims, which reduces the value of these claims from approximately \$3,183,980.45 to approximately \$1,591,990.23. Defendant, however, asserts that there are significantly lower prospects of certification. Plaintiff's counsel further estimates that there is a 50 percent chance that Plaintiff will prevail at trial on his claims, further reducing the value of the claims to approximately \$ 795,995.12. Defendant contends that Plaintiff's prospects of success at trial are much lower. If this case advanced to trial and Class Counsel succeeded on all of Plaintiff's claims, attorney's fees and costs may have significantly reduced the recovery awarded to the Class. Furthermore, there is always a risk that a trial of this magnitude can become unmanageable. *See In re Cendant Corp., Derivative Action Litig.*, 232 F. Supp. 2d 327 (D. N.J. 2002) (approving settlement that only provided a 2% recovery based on the estimated liability exposure).

28. While Plaintiff believes the evidence gathered through Plaintiff's discovery supports the merits of the claims asserted in this lawsuit, Plaintiff recognizes that continued litigation presents significant risks that support a downward departure from Defendant's estimated liability exposure. In view of the risks, the Settlement reflects Class Counsel's estimate of the total amount of damages, monetary penalties or other relief that the class could reasonably expect to be awarded at trial, taking into account the likelihood of prevailing and other attendant risks. It also represents a fair, adequate, and reasonable compromise amount for these claims and warrants preliminary approval. *See Laguna v. Coverall N. Am., Inc.*, Case No. 12-55479 (9th Cir. June 3, 2014) 2014 WL 2465049, * 3.

Allocation of the PAGA Payment

29. The settlement of PAGA penalties in the sum of \$10,000, of which 65%

1 (\$6,500) will be paid to the LWDA and 35% (\$3,500) will be distributed to the Class, is
2 reasonable and appropriate under the circumstances. The Parties negotiated a good faith
3 amount for PAGA penalties to be paid to the LWDA and to the Settlement Class. Where, as
4 here, the parties reach a substantial settlement providing employees with monetary
5 compensation for underlying Labor Code violations, many of PAGA's underlying policy
6 objectives are satisfied. Accordingly, there exists a substantial likelihood that the Court would
7 exercise its discretion and reduce the amount awarded for PAGA penalties even if Plaintiff
8 proved successful at trial. Additionally, PAGA's shorter statute of limitations justifies a limited
9 allocation when compared to the amount allocated for Labor Code violations. Here, the
10 \$10,000 PAGA Settlement Amount is well within the range approved by California courts and
11 therefore should be approved. *See Nordstrom Comm. Cases* (2010) 186 Cal.App.4th 576, 589
12 (finding no abuse of discretion in the trial court's approval of a release that included PAGA
claims, but allocated \$0 to PAGA penalties).

13 ***Attorneys' Fees and Costs***

14 30. I intend to request Class Counsel Attorneys' Fees of \$80,000 (one-third of the
15 GSA) and Class Counsel's litigation costs incurred in prosecuting this Action, which I currently
16 estimate to be approximately \$11,784.74 and will be no more than \$12,000.00 at the conclusion
17 of matters related to the Settlement. In view of my efforts and risks in pursuing this case these
18 amounts are well within the range of reasonableness and thus warrant this Court's preliminary
19 approval. In addition, based on my experience in wage and hour class action matters, fee
20 awards of approximately one-third of the settlement fund are routinely approved as reasonable.
21 I have been awarded attorneys' fees equaling approximately one-third of the fund in several
recent wage and hour class actions.

22 31. The amount of fees and costs requested are commensurate with (1) the risk
23 Class Counsel took in bringing the case, (2) the extensive time, effort and expense dedicated to
24 the case, (3) the skill and determination Class Counsel has shown, (4) the results Class
25 Counsel achieved, (5) the value of the Settlement Class Counsel achieved for the class, and (6)
26 the other cases Class Counsel turned down to devote time to this matter. Class Counsel also
27 met and conferred with Defendant's counsel on numerous occasions, reviewed and analyzed
28 hundreds of pages of data and documents provided by Defendant, researched applicable law,
prepared estimates of "damages" for purposes of settlement discussions, and engaged in a full

1 day of mediation, among other tasks.

2 32. Class Counsel have borne all the risks and costs of litigation and will receive no
3 compensation until recovery is obtained. Class Counsel are well-experienced in wage-and-
4 hour class action litigation and used that experience to obtain a fair result for the Class.
5 Considering the amount of the attorney fees requested, the work performed, and the risks
6 incurred, the requested fees and costs are reasonable and should be awarded.

7 ***Class Representative Enhancement Payment***

8 33. The Settlement provides that Plaintiff may seek a Class Representative
9 Enhancement Payment of \$10,000.00. This amount is entirely reasonable given Plaintiff's
10 efforts in this Action and the risks he undertook on behalf of Class Members. Here, Plaintiff
11 has devoted many hours advancing the interests of the Settlement Class. Plaintiff has done this
12 by, among other things, retaining experienced counsel, providing them with information about
13 his work history with Defendant and Defendant's policies and practices with respect to the
14 wage and hour claims at issue, assisting counsel in identifying witnesses, and being actively
15 involved in the settlement process to ensure a fair result for the Settlement Class as a whole. In
16 doing this, Plaintiff has been exposed to significant risks, including the risk of an order to pay
17 Defendant's attorneys' fees and costs if this action had been unsuccessful (*See* Labor Code §§
18 218.5-218.6). The efforts and risks that Plaintiff undertook on behalf of the Settlement Class
19 shows that the proposed Class Representative Enhancement Payment is fair, adequate, and
20 reasonable, and thus warrant preliminary approval.

21 ***Individual Settlement Payments***

22 34. The Individual Settlement Payments will be paid to each Class Member based
23 on the number of Workweeks a Class Member worked during the Class Period and the number
24 of PAGA Pay Periods an Aggrieved Employee worked during the PAGA Period, respectively.
25 Settlement, ¶ 46. Because this method compensates Class Members based on the extent of their
26 potential injuries, in that Class Members who worked for Defendant longer would have been
27 subject to more alleged violations, it is fair, adequate, and reasonable.

28 ***Notice By First Class U.S. Mail Only (No Email)***

35. The Settlement requires distribution of the Notice by First Class U.S. mail only.
Settlement, ¶ 50. Although there are current employee Class Members, it is uncertain whether
Defendant's records of their contact information include email addresses and Class Members,

1 who perform all of their work away from a desk, are not in a position to check their emails. As
2 such, notice by mail alone is fair, adequate, and reasonable. The Class Notice (attached as
3 Exhibit A to the Settlement) provides Class Members with all pertinent information that they
4 need to fully evaluate their options and exercise their rights under the Settlement. Specifically,
5 it clearly and concisely explains, among other things: (1) what the Settlement is about; (2) who
6 is a Settlement Class Member; (3) how Class Counsel will be paid; (4) how to submit an
7 exclusion request not to be bound by the Settlement; (5) how to object to the Settlement; (6)
8 how the Settlement will be allocated; (7) how payments to Class Members will be calculated;
9 (8) how the disputes will be resolved; and (9) the estimated Individual Settlement Payment for
10 each Class Member. Additionally, the Notice will include the number of Workweeks a Class
11 Member had during the Class Period and the number of PAGA Periods an Aggrieved
12 Employee had during the PAGA Period. Accordingly, the Class Notice should be approved
13 because it describes the Settlement with sufficient clarity and specificity to explain to Class
14 Members what this action is about, their rights under the Settlement, and how to exercise those
15 rights. As such, the parties' proposed Class Notice fully complies with California Rules of
16 Court 3.766(d) and 3.769(f) and will allow Class Members to make informed responses to the
17 proposed settlement.

18 *Settlement Administration Duties*

19 36. The duties of the Settlement Administrator are spelled out in paragraphs 35 and
20 41 of the Settlement and in the bid provided by ILYM Group, Inc., a true and correct copy of
21 which is attached hereto as **Exhibit 7**.

22 *Settlement Administration Costs*

23 37. With regard to the settlement administration costs provision (Settlement ¶¶ 35,
24 41), it is reasonable. Before agreeing to ILYM Group, Inc, the Parties sought and reviewed bids
25 from other reputable third-party administrators:

- 26 A. ILYM Group, Inc. = \$5,950.00;
- 27 B. Phoenix Settlement Administrators = \$6,000; and
- 28 C. Simpluris, Inc. = \$7,981.00.

A true and correct copy of the bid from ILYM Group, Inc. is attached hereto as **Exhibit 4**. A
true and correct copy of the bid from Phoenix Settlement Administrators is attached hereto as
Exhibit 5. A true and correct copy of the bid from Simpluris, Inc. is attached hereto as **Exhibit**

1 6. The bid provided by ILYM Group, Inc. was the lowest. Thus, settlement administration costs
2 provision should be given preliminary approval.

3 ***Uncashed Checks***

4 38. Participating Class Members shall have one hundred and eighty (180) days from
5 the date of the check's issuance to cash their Individual Settlement Payment checks. The
6 Participating Class Members shall mean all Class Members who do not submit timely and valid
7 Requests for Exclusion. After the expiration of the 180-day period, the Settlement
8 Administrator will transfer any proceeds represented by Individual Settlement Payment checks
9 remaining un-cashed to the California State Controller Unclaimed Property Fund in the name of
10 the Class Member. Settlement, ¶ 64.

11 ***Notice of Settlement to the LWDA***

12 39. Pursuant to Labor Code § 2699(1)(2), Plaintiff submitted a copy of the
13 Settlement with the Labor and Workforce Development Agency ("LWDA") at the same time
14 Plaintiff's Motion is being filed with the Court. A true and correct copy of Plaintiff's
15 submission with the LWDA and a confirmation email is attached hereto as **Exhibit 7**.

16 ***Filing of the Motion for Preliminary Approval***

17 40. The delay in filing the Motion for preliminary approval was caused by
18 circumstances outside of Plaintiff's control. Following the Parties' agreement in principle,
19 Plaintiff's counsel diligently and repeatedly followed up with Defendant's counsel regarding
20 execution of the settlement agreement and Defendant's position on settlement funding,
21 including whether Defendant would fund the settlement in full or proceed under a payment plan
22 and whether the escalator clause had been triggered. These issues were material to preparing
23 the Motion, and Plaintiff was required to await Defendant's responses before proceeding. As a
24 result, the filing was delayed, as Plaintiff's counsel disclosed to the Court at the December 9,
25 2025 status conference. The brief delay did not prejudice the settlement class, impact any class
26 member's rights, or affect the substance of the settlement or the relief available to the class.

27 I declare under the penalty of perjury of the laws of the State of California that the
28 foregoing is true and correct to the best of my knowledge.

Executed on Wednesday, January 7, 2026 at Glendale, California.


MARALLE MESSRELIAN,
Declarant

EXHIBIT 1

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Attorneys for Defendant,
MARK GLATT

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT

HUMBERTO BELTRAN CAMPOS, on
behalf of himself and all others similarly
situated, and the general public, and as an
“Aggrieved Employee” on behalf of other
“Aggrieved Employees” under the Private
Attorneys General Act of 2004,

Plaintiff,

vs.

MARK GLATT; and DOES 1 to 25,
inclusive,

Case No.: 25STCV09123

*[Assigned For All Purposes To Hon. Carolyn
B. Kuhl]*

**JOINT STIPULATION OF CLASS ACTION
AND PAGA SETTLEMENT AND RELEASE**

Action filed: March 27, 2025

1 This Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement” or
2 “Settlement Agreement”) is made and entered into by and between Plaintiff Humberto Beltran Campos
3 (“Plaintiff” or “Class Representative”), in his individual capacity, as class representative, and as a private
4 attorney general, and Defendant Mark Glatt (“Defendant”). This Settlement Agreement refers to Plaintiff
5 and Defendant collectively as the “Parties”, or individually as “Party”. Subject to the Court’s approval, the
6 above-referenced action is being compromised and settled under the terms set forth below. This Settlement
7 Agreement binds Plaintiff and the class purported to be represented and Defendant, subject to the terms set
8 forth below.

9 DEFINITIONS

10 The following definitions are applicable to this Settlement Agreement. Definitions contained
11 elsewhere in this Settlement Agreement will also be effective:

12 1. “Action” means the lawsuit captioned *Humberto Beltran Campos v. Mark Glatt*, Case No.
13 25STCV09123 (Los Angeles County Superior Court), initiated on March 27, 2025.

14 2. “Aggrieved Employee” means all persons who worked for Defendant as non-exempt,
15 hourly paid employees in California at any time during the PAGA Period.

16 3. “Attorneys’ Fees and Costs” means attorneys’ fees agreed upon by the Parties and
17 approved by the Court for Class Counsel’s litigation and resolution of the Action, and all out-of-pocket costs
18 incurred and to be incurred by Class Counsel in the Action, including but not limited to expert/consultant
19 fees, investigation costs, and costs associated with documenting the Settlement, providing any notices
20 required as part of the Settlement or Court order, securing the Court’s approval of the Settlement,
21 administering the Settlement, and obtaining entry of a Judgment terminating the Action. Class Counsel will
22 request attorneys’ fees not in excess of 33.33 % (one-third) of the Gross Settlement Amount, or Eighty
23 Thousand Dollars and Zero Cents (\$80,000.00). The Attorneys’ Fees and Costs will also mean and include
24 the additional reimbursement of any costs and expenses associated with Class Counsel’s litigation and
25 settlement of the Action, up to Twelve Thousand Dollars (\$12,000), subject to the Court’s approval.
26 Defendant has agreed not to oppose Class Counsel’s request for fees and reimbursement of costs as set forth
27 above.

28 4. “Class Counsel” means Maralle Messrelian, Esq. of MM Law, APC.

1 5. “Class List” means a complete list of all Class Members that Defendant will diligently and
2 in good faith compile from their records and provide to the Settlement Administrator and Class Counsel
3 within twenty (20) calendar days after Preliminary Approval of this Settlement. The Class List will be
4 formatted in Microsoft Office Excel to the extent possible and will include each Class Member’s full name;
5 most recent mailing address and telephone number; Social Security number; dates of employment; the
6 respective number of Workweeks that each Class Member worked during the Class Period and the number
7 of PAGA Pay Periods worked during the PAGA Period; and any other relevant information needed to
8 calculate settlement payments.

9 6. “Class Member(s)” or “Settlement Class” means all current and former non-exempt, hourly
10 paid employees who worked for Defendant in California at any time during the Class Period.

11 7. “Class Notice” means the Notice of Class Action Settlement, substantially in the form
12 attached as Exhibit A.

13 8. “Class Period” means the period from March 27, 2021 to June 30, 2025.

14 9. “Class Representative Enhancement Payment” means the amount to be paid to Plaintiff in
15 recognition of his effort and work in prosecuting the Action on behalf of Class Members, and for his general
16 release of claims. Subject to the Court granting final approval of this Settlement Agreement and subject to
17 the exhaustion of any and all appeals, Plaintiff will request Court approval of a Class Representative
18 Enhancement Payment of up to Ten Thousand Dollars (\$10,000).

19 10. “Court” means the Los Angeles County Superior Court.

20 11. “Defendant” means Defendant Mark Glatt

21 12. “Defense Counsel” means Adam F. Sloustcher and Jamie L. Gross, Esq. of Fisher &
22 Phillips LLP.

23 13. “Effective Date” means the later of: (a) the Court enters a Judgment on its Order granting
24 final approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the
25 following occurrences: (a) if no timely objections are filed, or are withdrawn prior to Final Approval, then
26 the date the Court enters Judgment; or (b) if one or more Class Members files an objection to the Settlement,
27 the day after the deadline for filing a notice of appeal from the Judgment, i.e., the sixty-first (61st) calendar
28 day after the Court enters Judgment of Final Approval, provided no appeal is initiated by an objector; or (c)

1 if a timely appeal from the Judgment is initiated by an objector, then the date after the appellate court affirms
2 the Judgment and issues a remittitur, resulting in final judicial approval of the Settlement.

3 14. "Final Approval" means the date on which the Court enters an order granting final approval
4 of the Settlement Agreement.

5 15. "Final Approval Order" means the Court's order granting final approval of the Settlement
6 Agreement.

7 16. "Gross Settlement Amount" means the Gross Settlement Amount of Two Hundred Forty
8 Thousand Dollars (\$240,000), to be paid by Defendant in full satisfaction of all Released Class Claims and
9 Released PAGA Claims, which includes all Individual Settlement Payments, Attorneys' Fees and Costs,
10 the Class Representative Enhancement Payment, the PAGA Settlement Amount, and Settlement
11 Administration Costs. This Gross Settlement Amount (GSA) has been agreed to by Plaintiff and Defendant
12 based on the aggregation of the agreed-upon settlement value of individual claims. In no event will
13 Defendant be liable for more than the Gross Settlement Amount except as otherwise explicitly set forth
14 herein. Defendant shall not be obligated to pay anything more than the Gross Settlement Amount except
15 for employer payroll taxes. There will be no reversion of the Gross Settlement Amount to Defendant.
16 Defendant will be separately responsible for any employer payroll taxes required by law, including the
17 employer FICA, FUTA, and SDI contributions, which shall not be paid from the Gross Settlement Amount.

18 17. "Individual Settlement Payment" means each Participating Class Member's and Aggrieved
19 Employee's respective pro rata shares of the Net Settlement Amount and Aggrieved Employee Payment.

20 18. "Judgment" means the judgment entered by the Court based upon granting final approval
21 of the Settlement Agreement.

22 19. "Net Settlement Amount" means the portion of the Gross Settlement Amount remaining
23 after deducting the Attorneys' Fees and Costs, the Class Representative Enhancement Payment, the LWDA
24 Payment, and Settlement Administration Costs. The Net Settlement Amount will be distributed to
25 Participating Class Members. There will be no reversion of the Net Settlement Amount to Defendant.

26 20. "Notice of Objection" means a Class Member's valid and timely written objection to the
27 Settlement Agreement. For the Notice of Objection to be valid, it must include: (a) the objector's full name,
28 signature, address, and telephone number, (b) a written statement of all grounds for the objection

1 accompanied by any legal support for such objection; (c) copies of any papers, briefs, or other documents
2 upon which the objection is based; and (d) a statement whether the objector intends to appear at the final
3 fairness hearing.

4 21. “PAGA Notice” means Plaintiff’s October 28, 2024 notice to the California Labor &
5 Workforce Development Agency (LWDA).

6 22. “PAGA Pay Periods” means any pay period during which an Aggrieved Employee worked
7 for Defendant for at least one (1) day during the PAGA Period. All Aggrieved Employees will be credited
8 with at least one Pay Period during the PAGA Period.

9 23. “PAGA Period” means the period from January 21, 2024 to June 30, 2025.

10 24. “PAGA Settlement Amount” means the amount that the Parties have agreed to pay to the
11 Labor and Workforce Development Agency (“LWDA”) and Aggrieved Employees in connection with
12 Plaintiff’s claim under the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et*
13 *seq.*, “PAGA”) (“PAGA Settlement”). The Parties have agreed that Ten Thousand Dollars (\$10,000) of the
14 Gross Settlement Amount will be allocated to the PAGA Settlement. Pursuant to PAGA, Sixty-Five Percent
15 (65%), or Six Thousand Five Hundred Dollars (\$6,500), of the PAGA Settlement Amount will be paid to
16 the California Labor and Workforce Development Agency (“LWDA Payment”), and Thirty-Five Percent
17 (35%), or Three Thousand Five Hundred Dollars (\$3,500) (“Aggrieved Employee Payment”), of the PAGA
18 Settlement Amount will be disbursed to Aggrieved Employees, regardless of whether they request to be
19 excluded from the Settlement Class.

20 25. “Parties” means Plaintiff and Defendant collectively.

21 26. “Participating Class Members” means all Class Members who do not submit timely and
22 valid Requests for Exclusion.

23 27. “Plaintiff” means Plaintiff Humberto Beltran Campos.

24 28. “Preliminary Approval” means the date on which the Court enters an order granting
25 preliminary approval of the Settlement Agreement.

26 29. “Preliminary Approval Order” means the proposed order granting preliminary approval of
27 the Settlement to be mutually agreed upon by the Parties prior to Plaintiff’s presentation of the same to the
28 Court.

1 30. “Released Class Claims” means any and all claims that were or could have been alleged in
2 the Operative Complaint that arose during the Class Period including without limitation with respect to the
3 following claims: (a) failure to pay all wages earned for all hours worked at the correct rates of pay, including
4 for minimum, regular, overtime, and doubletime wages; (b) failure to authorize or permit rest periods; (c)
5 failure to authorize or permit meal periods; (d) failure to indemnify employees for employment related
6 losses and expenditures; (e) failure to provide accurate itemized wage statements; (f) failure to pay wages
7 when employment ends; (g) failure to provide sick pay; and (h) all claims under California Business &
8 Professions Code § 17200 for unfair business practices that could have been premised on the facts, claims,
9 causes of action or legal theories described above; (i) violation of or claims under the following sections of
10 the California Labor Code, sections 201, 202, 203, 204, 210, 226, 226.7, 233, 246, 246.5, 510, 512, 558,
11 558.1, 1174, 1194, 1197, 1198, 2800, 2802; and (j) violation of the California Industrial Wage Orders that
12 could have been premised on the facts, claims, causes of action or legal theories described above, as well as
13 any potential penalties, interest or attorneys’ fees associated with all of such causes of action under
14 California law.

15 31. “Released PAGA Claims” means any and all claims, demands, rights, liabilities and causes
16 of action under the California Labor Code Private Attorneys General Act that were alleged, or reasonably
17 could have been alleged, based on the claims asserted in the Operative Complaint, the PAGA Notice (and
18 any amendments thereto) and ascertained in the course of the Action, arising during or with respect to the
19 PAGA Period.

20 32. “Released Parties” means Defendant, and each of its former and present directors, officers,
21 principals, trustees, shareholders, owners, managers, managing agents, attorneys, insurers, predecessors,
22 successors, assigns, DBAs, parents, subsidiaries, and affiliates.

23 33. “Request for Exclusion” means a timely letter submitted by a Class Member indicating a
24 request to be excluded from the Settlement Class. The Request for Exclusion must: (a) set forth the name,
25 address, telephone number and last four digits of the Social Security Number of the Class Member
26 requesting exclusion; (b) be signed by the Class Member; (c) be returned to the Settlement Administrator;
27 (d) clearly state that the Class Member does not wish to be included in the Settlement; and (e) be emailed
28 or postmarked on or before the Response Deadline.

1 34. “Response Deadline” means the deadline by which Class Members must postmark or
2 email to the Settlement Administrator Requests for Exclusion, postmark or email disputes concerning the
3 calculation of Individual Settlement Payments, or postmark or email Notices of Objection to the Settlement
4 Administrator. The Response Deadline will be forty-five (45) calendar days from the initial mailing of the
5 Class Notice by the Settlement Administrator, unless the forty-fifth (45th) calendar day falls on a Sunday
6 or State holiday, in which case the Response Deadline will be extended to the next day on which the U.S.
7 Postal Service is open. Those Class Members who receive a re-mailed Class Notice, will have either (a)
8 fifteen (15) calendar days from the date of re-mailing or (b) until the Response Deadline, whichever is later,
9 to submit a Request for Exclusion, disputes concerning the calculation of Individual Settlement Payments,
10 or an objection to the Settlement.

11 35. “Settlement Administration Costs” means the costs payable from the Gross Settlement
12 Amount to the Settlement Administrator for administering this Settlement, including, but not limited to,
13 printing, distributing, and tracking documents for this Settlement, sending notices and translating the same
14 to Spanish, calculating the individual payments to be issued to Class Members and Aggrieved Employees,
15 establishing a qualified settlement fund and holding the various payments from Defendant comprising the
16 Gross Settlement Amount and employer payroll taxes, tax reporting, distributing the Gross Settlement
17 Amount, and providing necessary reports and declarations, as requested by the Parties. The Settlement
18 Administration Costs shall not exceed Six Thousand Dollars (\$6,000) and will be paid from the Gross
19 Settlement Amount, including, if necessary, any such costs in excess of the amount represented by the
20 Settlement Administrator as being the maximum costs necessary to administer the Settlement. Settlement
21 Administration Costs are currently estimated to be Five Thousand Nine Hundred Fifty Dollars (\$5,950).

22 36. “Settlement Administrator” means ILYM Group, Inc., or any other third-party class action
23 settlement administrator agreed to by the Parties and approved by the Court for the purposes of
24 administering this Settlement. The Parties and their Counsel each represent that they do not have any
25 financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement
26 Administrator that could create a conflict of interest.

27 37. “Workweeks” means any week during which a Class Member worked for Defendant for
28 at least one (1) day during the Class Period. All Class Members will be credited with at least one Workweek

during the Class Period.

TERMS OF AGREEMENT

The Plaintiff, on behalf of himself and the Settlement Class, and Defendant agree as follows:

38. Funding of the Gross Settlement Amount. Defendant will fund the Gross Settlement Amount, subject to and only following the Court's Final Approval of the Settlement. Should Defendant be able to fund the entire GSA at the time of final approval, payment shall be due thirty (30) days after the Effective Date and no financial disclosures shall be provided to class counsel. Should Defendant require payment plan to fund the GSA, it shall be entitled to pay in equal monthly installments of \$40,000 for a period of six (6) months following the final approval. The need for such a payment plan must be supported by financial disclosures in the form of balance sheets and profit and loss statements for Q3 and Q4 of 2025, as well as YTD statements for 2026. The decision regarding Defendant's ability to pay by way of a single lump sum or through monthly installments shall be communicated to Plaintiff's counsel prior to Plaintiff's filing of the Motion for Preliminary Approval to allow the Court to be notified of any payments as part of the approval process. The date on which Defendant fully funds the Gross Settlement Amount is referred to herein as the "Funding Date."

39. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any application or motion for attorneys' fees and costs by Class Counsel for Attorneys' Fees and Costs of not more than 33.33% (one-third) of the Gross Settlement Amount, which is currently estimated to be Eighty Thousand Dollars and Zero Cents (\$80,000), plus the reimbursement of all out-of-pocket costs and expenses associated with Class Counsel's litigation and settlement of the Action (including expert/consultant fees, mediator fees, etc.), not to exceed Twelve Thousand Dollars (\$12,000), both of which will be paid from the Gross Settlement Amount.

40. Class Representative Enhancement Payment. In exchange for a general release, and in recognition of his effort and work in prosecuting the Action on behalf of Class Members, Defendant agrees not to oppose or impede any application or motion for a Class Representative Enhancement Payment of up to Ten Thousand Dollars (\$10,000). The Class Representative Enhancement Payment will be paid from the Gross Settlement Amount and will be in addition to Plaintiff's Individual Settlement Payment paid pursuant to the Settlement. Plaintiff will be solely and legally responsible to pay any and all applicable taxes on the

1 Class Representative Enhancement Payment. Plaintiff understands and agrees that this Settlement
2 Agreement shall remain in full force and effect even if the full amount of Class Representative Enhancement
3 Payment sought by Plaintiff is not ultimately awarded by the Court. The Settlement Administrator will
4 report the Class Representative Enhancement Payment on IRS 1099 Forms.

5 41. Settlement Administration Costs. The Settlement Administrator will be paid for the
6 reasonable costs of administration of the Settlement and distribution of payments from the Gross Settlement
7 Amount, not to exceed Six Thousand Dollars and Zero Cents (\$6,000) (currently estimated to be \$5,950).
8 These costs, which will be paid from the Gross Settlement Amount, will include, *inter alia*, the required tax
9 reporting on the Individual Settlement Payments, the issuing of 1099 and W-2 IRS Forms, distributing Class
10 Notices and translating same to Spanish, calculating and distributing the Gross Settlement Amount, and
11 providing necessary reports and declarations.

12 42. PAGA Settlement Amount. Subject to Court approval, the Parties agree that the amount of
13 Ten Thousand Dollars (\$10,000) from the Gross Settlement Amount will be designated for satisfaction and
14 release of Plaintiff's PAGA claim. Pursuant to the PAGA, Sixty-Five Percent (65%), or Six Thousand Five
15 Hundred Dollars (\$6,500), of this sum will be paid to the LWDA ("LWDA Payment") and Thirty-Five
16 Percent (35%), or Three Thousand Five Hundred Dollars (\$3,500), will be paid to Aggrieved Employees
17 ("Aggrieved Employees Payment") on a pro rata basis based on the PAGA Employee's pay periods worked
18 during the PAGA Period.

19 43. No Right to Exclusion or Objections to the PAGA Settlement. Because this settlement
20 resolves claims and actions brought pursuant to PAGA by Plaintiff acting as a proxy and as a Private
21 Attorney General of, and for, the State of California and the LWDA, the Parties agree that no Aggrieved
22 Employee has the right to exclude himself or herself from the release of the Released PAGA Claims, and
23 all Aggrieved Employees will receive their shares of the Aggrieved Employee Payment. The Parties also
24 agree that no Aggrieved Employee has the right to object to the PAGA Settlement Amount.

25 44. Net Settlement Amount. The entire Net Settlement Amount will be distributed to
26 Participating Class Members. No portion of the Net Settlement Amount will revert to or be retained by
27 Defendant.

28 45. Aggrieved Employee Payment. The entire Aggrieved Employee Payment will be

distributed to all Aggrieved Employees. No portion of the Aggrieved Employee Payment will revert to or be retained by Defendant.

46. Individual Settlement Payment Calculations. Individual Settlement Payments will be calculated and apportioned from the Net Settlement Amount and Aggrieved Employee Payment based on the number of Workweeks a Class Member worked during the Class Period and the number of PAGA Pay Periods a Aggrieved Employee worked during the PAGA Period, respectively. Specific calculations of Individual Settlement Payments will be made as follows:

46(a) Payments from the Net Settlement Amount. Defendant will calculate the total number of Workweeks worked by each Class Member during the Class Period and the aggregate total number of Workweeks worked by all Class Members during the Class Period. To determine each Class Member's estimated "Individual Settlement Payment" from the Net Settlement Amount, the Settlement Administrator will use the following formula: The Net Settlement Amount will be divided by the aggregate total number of Workweeks during the Class Period, resulting in the "Workweek Value." The Net Settlement Amount portion of each Class Member's "Individual Settlement Payment" will be calculated by multiplying each individual Class Member's total number of Workweeks by the Workweek Value. The Individual Settlement Payment will be reduced by any required deductions for each Participating Class Member as specifically set forth herein, including employee-side tax withholdings or deductions. The entire Net Settlement Amount will be disbursed to all Class Members who do not submit timely and valid Requests for Exclusion. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase the Individual Settlement Payment for each Participating Class Member according to the number of Workweeks worked, so that the amount actually distributed to the Settlement Class equals 100% of the Net Settlement Amount.

46(b) Payments from the Aggrieved Employee Payment. Defendant will calculate

1 the total number of PAGA Pay Periods worked by each Aggrieved Employee
2 during the PAGA Period and the aggregate total number of PAGA Pay Periods
3 worked by all Aggrieved Employees during the PAGA Period. To determine
4 each Aggrieved Employee's estimated "Individual Settlement Payment" from
5 the Aggrieved Employee Payment the Settlement Administrator will use the
6 following formula: The Aggrieved Employee Payment will be divided by the
7 aggregate total number of PAGA Pay Periods during the PAGA Period,
8 resulting in the "PAGA Pay Period Value." The Aggrieved Employee
9 Payment portion of each Aggrieved Employee's "Individual Settlement
10 Payment" will be calculated by multiplying each individual Aggrieved
11 Employee's total number of PAGA Pay Periods by the PAGA Pay Period
12 Value. The entire Aggrieved Employee Payment will be disbursed to all
13 Aggrieved Employees.

14 47. No Credit Toward Benefit Plans. The Individual Settlement Payments made to
15 Participating Class Members or Aggrieved Employees under this Settlement, as well as any other payments
16 made pursuant to this Settlement, will not be utilized to calculate any additional benefits under any benefit
17 plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus
18 plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit
19 plan, nor do any payments under this Settlement extend or alter Class Members' or Aggrieved Employees'
20 period of employment for any purpose. Rather, it is the Parties' intention that this Settlement Agreement
21 will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any
22 benefit plans.

23 48. Administration Process. The Parties agree to cooperate in the administration of the
24 settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in
25 administration of the Settlement.

26 49. Delivery of the Class List. Within twenty (20) calendar days of Preliminary Approval,
27 Defendant will provide the Class List to the Settlement Administrator.

28 50. Notice by First-Class U.S. Mail. Within ten (10) calendar days after receiving the Class List

from Defendant, the Settlement Administrator will mail a Class Notice to all Class Members via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class List.

51. Confirmation of Updated Contact Information in the Class Lists. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any Class Notices returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will be sent within five (5) business days via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Class Notice. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address and/or Social Security Number of the Class Member involved, and will then perform a single re-mailing. Those Class Members who receive a re-mailed Class Notice will have either (a) fifteen (15) calendar days from the date of re-mailing or (b) until the Response Deadline, whichever is later, to submit a Request for Exclusion, disputes concerning the calculation of the Class Member's Individual Settlement Payment, or an objection to the Settlement.

52. Class Notices. All Class Members will be mailed a Class Notice. Each Class Notice will provide: (a) information regarding the nature of the Action; (b) a summary of the Settlement's principal terms; (c) the Settlement Class and Aggrieved Employee definitions; (d) the total number of Workweeks and PAGA Pay Periods each respective Class Member and Aggrieved Employee worked for Defendant during the Class Period and PAGA Period; (e) each Class Member's and Aggrieved Employee's estimated Individual Settlement Payment and the formula for calculating Individual Settlement Payments; (f) the dates which comprise the Class Period and PAGA Period; (g) instructions on how to submit Requests for Exclusion or Notices of Objection; (h) the deadlines by which the Class Member must postmark or email Request for Exclusions, or postmark Notices of Objection to the Settlement; and (i) the claims to be released.

53. Disputed Information on Class Notices. Class Members will have an opportunity to dispute the information provided in their Class Notices. To the extent Class Members dispute their employment dates or the number of Workweeks or PAGA Pay Periods on record, Class Members may produce evidence to the Settlement Administrator showing that such information is inaccurate. Defendant's records will be presumed correct, but the Settlement Administrator shall contact the Parties regarding the dispute and the

Parties will work in good faith to resolve it. All disputes must be submitted by the Response Deadline, and will be decided within ten (10) business days after the Response Deadline.

54. Defective Submissions. If a Class Member's Request for Exclusion is defective as to the requirements listed herein, that Class Member will be given an opportunity to cure the defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3) business days of receiving the defective submission to advise the Class Member that his/her/their submission is defective and that the defect must be cured to render the Request for Exclusion valid. The Class Member will have until (a) the Response Deadline or (b) fifteen (15) calendar days from the date of the cure letter, whichever date is later, to postmark or email a revised Request for Exclusion. If the revised Request for Exclusion is not postmarked or received by email within that period, it will be deemed untimely.

55. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the Settlement Agreement must sign and email or postmark a written Request for Exclusion to the Settlement Administrator within the Response Deadline. In the case of Requests for Exclusion that are mailed to the Settlement Administrator, the postmark date will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. Those Class Members who receive a re-mailed Class Notice will have either (a) fifteen (15) calendar days from the date of re-mailing or (b) until the Response Deadline, whichever is later, to submit a Request for Exclusion.

56. Class Workweeks Estimate/Escalator Clause. This Settlement is based on Defendant's representation that there are a total of 7,422 Workweeks as of June 16, 2025 (i.e., as of the date the Parties participated in mediation). If the actual number of Workweeks worked by Class Members eligible to participate in the Settlement is greater than 10% of this estimate (i.e., by more than 742 Workweeks) by the end of the Class Period, then the Class Period shall end on the date on which the number of workweeks is no more than 10% higher than 7,422. Defendant shall verify the Workweeks and notify Plaintiff's counsel whether the escalator clause has been triggered prior to the filing of Plaintiff's motion for preliminary approval.

57. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member who does not affirmatively opt-out of the Settlement Agreement by submitting a timely and valid Request for Exclusion will be bound by all of its terms, including those pertaining to the Released Class Claims, as

well as any Judgment that may be entered by the Court if it grants final approval to the Settlement.

58. Releases by Participating Class Members. Upon the Funding Date, and except as to such rights or claims as may be created by this Settlement Agreement, each Participating Class Member, together and individually, on their behalf and on behalf of their respective representatives, heirs, executors, successors, assignees, administrators, agents, and attorneys, shall fully and forever release and discharge all of the Released Parties, or any of them, from each of the Released Class Claims arising during the Class Period. The Released Class Claims will forever be binding on, and shall have res judicata and preclusive effect in, all past, pending, and future lawsuits maintained by Participating Class Members for any and all of the Released Class Claims.

59. Releases by Aggrieved Employees. Upon the Funding Date, and except as to such rights or claims as may be created by this Settlement Agreement, each Aggrieved Employee, together and individually, on their behalf and on behalf of their respective representatives, heirs, executors, successors, assignees, administrators, agents, and attorneys, shall fully and forever release and discharge all of the Released Parties, or any of them, from each of the Released PAGA Claims during the PAGA Period. The Released PAGA Claims will forever be binding on, and shall have res judicata and preclusive effect in, all past, pending, and future lawsuits maintained by either the LWDA or Aggrieved Employees for any and all of the Released PAGA Claims.

60. Release by Plaintiff. Upon the Funding Date, in addition to the claims being released by all Participating Class Members and Aggrieved Employees, Plaintiff, individually and on behalf of his former and present spouses, representatives, heirs, executors, successors, assignees, administrators, agents, and attorneys, will generally release and forever discharge the Released Parties, to the fullest extent permitted by law, of and from any and all claims, transactions, or occurrences of any nature whatsoever, whether known and unknown, asserted and not asserted, which Plaintiff has or may have against the Released Parties as of the date of execution of this Settlement Agreement. ("Plaintiff's Release.") Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to those rights that as a matter of law cannot be waived. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional

1 facts or Plaintiff's discovery of them. To the extent the foregoing release is a release to which Section 1542
2 of the California Civil Code or similar provisions of other applicable law may apply, Plaintiff expressly
3 waives any and all rights and benefits conferred upon her by the provisions of Section 1542 of the California
4 Civil Code or similar provisions of applicable law which are as follows:

5 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR
6 OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR
7 HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF
8 KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR
9 HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

10 61. Objection Procedures. To object to the Settlement Agreement, a Class Member may either
11 email or postmark a valid Notice of Objection to the Settlement Administrator on or before the Response
12 Deadline, or appear in person at the Final Approval Hearing. Class Members who fail to object either by
13 submitting a valid Notice of Objection or appearing in person at the Final Approval Hearing will be deemed
14 to have waived all objections to the Settlement and will be foreclosed from making any objections, whether
15 by appeal or otherwise, to the Settlement Agreement. At no time will any of the Parties or their counsel seek
16 to solicit or otherwise encourage Class Members to submit written objections to the Settlement Agreement
17 or appeal from the Final Approval Order and Judgment. Class Counsel will not represent any Class
18 Members with respect to any such objections to this Settlement. If a Class Member timely submits both a
19 Notice of Objection and a Request for Exclusion, the Request for Exclusion will be given effect and
20 considered valid, the Notice of Objection shall be rejected, and the Class Member shall not participate in or
21 be bound by the Settlement.

22 62. Certification Reports Regarding Individual Settlement Payment Calculations. The
23 Settlement Administrator will provide Defense Counsel and Class Counsel a weekly report that certifies the
24 number of Class Members who have submitted valid Requests for Exclusion or objections to the Settlement,
25 and whether any Class Member has submitted a challenge to any information contained in their Class
26 Notice, including those received after the Response Deadline. Additionally, the Settlement Administrator
27 will provide to counsel for both Parties any updated reports regarding the administration of the Settlement
28 Agreement as needed or requested. Not later than 5 days after the expiration of the deadline for submitting

1 Requests for Exclusion, the Administrator shall email a list to Defense Counsel and Class Counsel
2 containing the names of Class Members who have timely submitted valid Requests for Exclusion
3 (“Exclusion List”) and the names of Class Members who have submitted invalid Requests for Exclusion.

4 63. Distribution Timing of Individual Settlement Payments. Within ten (10) calendar days of
5 the Funding Date, the Settlement Administrator will issue payments to: (a) Participating Class Members
6 and Aggrieved Employees; (b) the Labor and Workforce Development Agency; (c) Plaintiff; and (d) Class
7 Counsel. The Settlement Administrator will also issue a payment to itself for Court-approved services
8 performed in connection with the Settlement.

9 64. Un-cashed Settlement Checks. Proceeds represented by Individual Settlement Payment
10 checks returned as undeliverable and Individual Settlement Payment checks remaining un-cashed for more
11 than one hundred and eighty (180) calendar days after issuance will be transmitted to the State Controller
12 Unclaimed Property Fund in the name of the Class Member thereby leaving no “unpaid residue” subject to
13 the requirements of California Code of Civil Procedure Section 384, subd. (b).

14 65. Certification of Completion. Upon completion of administration of the Settlement, the
15 Settlement Administrator will provide a written declaration under oath to certify such completion to the
16 Court and counsel for all Parties.

17 66. Treatment of Individual Settlement Payments. All Individual Settlement Payments will be
18 allocated as follows: (a) Ten Percent (10%) of the Net Settlement Amount portion of each Individual
19 Settlement Payment will be allocated as wages for which IRS Forms W-2 will be issued; and (b) Ninety
20 Percent (90%) of the Net Settlement Amount portion of each Individual Settlement Payment will be
21 allocated as penalties and interest for which IRS Forms 1099-MISC will be issued. One Hundred Percent
22 (100%) of payments issued to Aggrieved Employees from the Aggrieved Employee Payment will be
23 treated as non-wages for which IRS Forms 1099-MISC will be issued.

24 67. Administration of Taxes by the Settlement Administrator. The Settlement Administrator
25 will be responsible for issuing to Plaintiff, Participating Class Members, Aggrieved Employees, and Class
26 Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to this
27 Settlement. The Settlement Administrator will also be responsible for forwarding all payroll taxes and
28 penalties to the appropriate government authorities.

1 68. Tax Liability. The Parties make no representation as to the tax treatment or legal effect of
2 the payments called for hereunder, and Plaintiff, Participating Class Members, and Aggrieved Employees
3 are not relying on any statement, representation, or calculation by Defendant or by the Settlement
4 Administrator in this regard.

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

27 70. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that
28 they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or

encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged.

71. No Related Matters. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending action asserting claims that will be extinguished or affected by the Settlement.

72. Nullification of Settlement Agreement. In the event that: (a) the Court does not finally approve the Settlement as provided herein; or (b) the Settlement does not become final for any other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will likewise be treated as void from the beginning.

73. Defendant's Right to Withdraw. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, Defendant may, but is not obligated, to elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel of its election to withdraw not later than seven days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

74. Preliminary Approval Hearing. Plaintiff will obtain a hearing before the Court to request the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval Order for: (a) conditional certification of the Settlement Class for settlement purposes only, (b) preliminary approval of the proposed Settlement Agreement, (c) setting a date for a final fairness hearing. The Preliminary Approval Order will provide for the Class Notice to be sent to all Class Members as specified herein. In conjunction with the Preliminary Approval hearing, Plaintiff will submit this Settlement Agreement, which sets forth the terms of this Settlement, and will include the proposed Notice of Class Action Settlement, attached as Exhibit A. Class Counsel will be responsible for drafting all documents necessary to obtain preliminary approval.

75. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the

1 deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and with the
2 Court's permission, a final fairness hearing will be conducted to determine the final approval of the
3 Settlement Agreement along with the amounts properly payable for: (a) Attorneys' Fees and Costs; (b) the
4 Class Representative Enhancement Payment; (c) Individual Settlement Payments; (d) the LWDA Payment;
5 (e) all Settlement Administration Costs. Class Counsel will be responsible for drafting all documents
6 necessary to obtain final approval. Class Counsel will also be responsible for drafting the attorneys' fees
7 and costs application to be heard at the final approval hearing.

8 76. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the Court
9 or after the final fairness hearing, the Parties will present the Judgment to the Court for its approval. After
10 entry of the Judgment, the Court will have continuing jurisdiction solely for purposes of addressing: (a) the
11 interpretation and enforcement of the terms of the Settlement, (b) Settlement administration matters, and (c)
12 such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement
13 Agreement. A copy of the Judgment will be posted to the Settlement Administrator's website.

14 77. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the
15 terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth
16 herein. Any Exhibits to this Settlement Agreement are an integral part of the Settlement.

17 78. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the
18 entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may
19 be deemed binding on the Parties. The Parties expressly recognize California Civil Code Section 1625 and
20 California Code of Civil Procedure Section 1856(a), which provide that a written agreement is to be
21 construed according to its terms and may not be varied or contradicted by extrinsic evidence, and the Parties
22 agree that no such extrinsic oral or written representations or terms will modify, vary or contradict the terms
23 of this Settlement Agreement.

24 79. Amendment or Modification. No amendment, change, or modification to this Settlement
25 Agreement will be valid unless in writing and signed, either by the Parties or their counsel, and approved
26 by the Court.

27 80. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and
28 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement

1 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to
2 this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate
3 the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and
4 use their best efforts to effect the implementation of the Settlement. If the Parties are unable to reach
5 agreement on the form or content of any document needed to implement the Settlement, or on any
6 supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties
7 may seek the assistance of the Court to resolve such disagreement.

8 81. Binding on Successors and Assigns. This Settlement Agreement will be binding upon, and
9 inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

10 82. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto will
11 be governed by and interpreted according to the laws of the State of California.

12 83. Execution and Counterparts. This Settlement Agreement is subject only to the execution of
13 all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed
14 counterparts and each of them, including electronic (e.g., DocuSign), facsimile, and scanned copies of the
15 signature page, will be deemed to be one and the same instrument.

16 84. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
17 Settlement Agreement is a fair, adequate and reasonable settlement of the Action and have arrived at this
18 Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account all
19 relevant factors, present and potential. The Parties further acknowledge that they are each represented by
20 competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness
21 and reasonableness of this Settlement.

22 85. Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement
23 invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent
24 with applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

25 86. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class
26 certification for purposes of this Settlement only; except, however, that Plaintiff or Class Counsel may
27 appeal any reduction to the Attorneys' Fees and Costs below the amount they request from the Court, and
28 either party may appeal any court order that materially alters the Settlement Agreement's terms.

1 87. Class Action Certification for Settlement Purposes Only. The Parties agree to stipulate to
2 class action certification for purposes of the Settlement only. If, for any reason, the Settlement is not
3 approved, the stipulation to certification will be void. The Parties further agree that certification for purposes
4 of the Settlement is not an admission that class action certification is proper under the standards applied to
5 contested certification motions and that this Settlement Agreement will not be admissible in this or any other
6 proceeding as evidence that either (a) a class action should be certified or (b) Defendant is liable to Plaintiff
7 or any Class Member, other than according to the Settlement's terms.

8 88. Non-Admission of Liability. The Parties enter into this Settlement to resolve the dispute
9 that has arisen between them and to avoid the burden, expense and risk of continued litigation. In entering
10 into this Settlement, Defendant does not admit, and specifically denies, that it violated any federal, state, or
11 local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable
12 laws, regulations or legal requirements; breached any contract; violated or breached any duty; engaged in
13 any misrepresentation or deception; or engaged in any other unlawful conduct with respect to their
14 employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the
15 negotiations connected with it, will be construed as an admission or concession by Defendant of any such
16 violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the
17 terms of this Settlement, this Settlement Agreement and its terms and provisions will not be offered or
18 received as evidence in any action or proceeding to establish any liability or admission on the part of
19 Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance
20 with, federal, state, local or other applicable law.

21 89. Informal Discovery. The Parties agree that any and all information provided pursuant to
22 Cal. Evid. Code §1152, and all documents, disclosures and/or exchanges of information provided in
23 connection with mediation, other settlement negotiations, or in connection with the Settlement, are
24 privileged and confidential, and may be used only with respect to this Settlement, and no other purpose.
25 Such information shall include but is not limited to: (1) Class Members' time and payroll records; (2) written
26 policies and procedures; and (3) information disclosed pursuant to the mediation and/or settlement privilege.
27 The Parties agree to treat and maintain the information disclosed confidentially, protect it, and take any and
28 all reasonable steps to maintain it confidentially and treat it as a trade secret. However, the Parties expressly

1 agree that Class Counsel may disclose such information to the Court as is necessary to consummate and
2 finalize the approval process of the Settlement by the Court.

3 90. No Public Comment. Plaintiff, Class Counsel, Defendant, and Defense Counsel separately
4 agree that until the motion for preliminary approval of the Settlement is filed, they and each of them will
5 not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or
6 publicize, any of the terms of the Settlement Agreement directly or indirectly, specifically or generally, to
7 any person, corporation, association, government agency. This paragraph does not restrict Class Counsel's
8 communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class
9 Members. Thereafter, Plaintiff and Class Counsel will further agree to keep this Settlement confidential,
10 including, without limitation, no disclosures to the media, or on any websites, blogs, social media, and/or
11 online platforms. Exceptions to the obligation of confidentiality in this section are: (a) disclosures necessary
12 to comply with the law, judicial process, or for financial planning or tax preparation purposes, including in
13 response to a court order or subpoena, or inquiry or subpoena by a state or federal government agency; (b)
14 disclosures to the Parties' attorneys, accountant, or spouses, all of whom will be instructed to keep this
15 Settlement Agreement confidential; (c) counsel in a related matter with the instruction to keep this
16 Settlement Agreement confidential; (d) to obtain and seek approval of this Settlement in Court and as is
17 necessary to provide settlement information to Class Members and Aggrieved Employees; (e) if any party
18 to this Settlement Agreement seeks to enforce any term or condition of this Settlement against any other
19 party to this Settlement; and (f) in court filings to establish adequacy of counsel in other actions, or for
20 purposes of seeking approval of comparable settlements.

21 91. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement
22 or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute
23 a further waiver by such party of the same or any other condition, covenant, right or remedy.

24 92. Enforcement Actions. In the event that one or more of the Parties institutes any legal action
25 or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to
26 declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to
27 recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness
28 fees incurred in connection with any enforcement actions.

1 93. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
2 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed
3 more strictly against one party than another merely by virtue of the fact that it may have been prepared by
4 counsel for one of the Parties, it being recognized that, because of the arms'-length negotiations between
5 the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

6 94. Representation By Counsel. The Parties acknowledge that they have been represented by
7 counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this
8 Settlement Agreement has been executed with the consent and advice of counsel. Further, Plaintiff and
9 Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

10 95. All Terms Subject to Final Court Approval. All amounts and procedures described in this
11 Settlement Agreement herein will be subject to final Court approval.

12 96. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good
13 faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement
14 Agreement.

15 97. Binding Agreement. The Parties warrant that they understand and have full authority to
16 enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully
17 enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in any
18 proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise
19 might apply under federal or state law.

20
21 *[Continued on next page]*
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24 **[READ CAREFULLY BEFORE SIGNING]**
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28

PLAINTIFF/CLASS REPRESENTATIVE AND CLASS COUNSEL

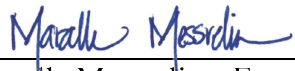
DATED: 11/11/2025, 2025

By: 
Humberto Beltran Campos (Nov 11, 2025 14:07:28 PST)
Plaintiff Humberto Beltran Campos

Approved as to Form:

DATED: November 11, 2025

MM LAW, APC

By: 
Maralle Messrelian, Esq.
Attorneys for Plaintiff and the Class

DEFENDANT AND COUNSEL FOR DEFENDANT

MARK GLATT

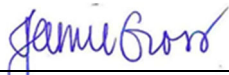
DATED: Nov 19, 2025, 2025

By: 
Mark Glatt (Nov 19, 2025 14:31:41 PST)
Mark Glatt, Chief Executive Officer

Approved as to Form:

DATED: November 19, 2025

FISHER & PHILLIPS LLP

By: 
Adam F. Sloustcher, Esq.
Jamie L. Gross, Esq.
Attorneys for Defendant

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EXHIBIT A

Humberto Beltran Campos v. Mark Glatt, Case No. 25STCV09123
SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF LOS ANGELES
NOTICE OF CLASS ACTION AND PAGA SETTLEMENT

You are not being sued. This notice affects your rights. Please read it carefully

To: All current and former non-exempt, hourly paid employees who worked for Defendant Mark Glatt in California at any time during the Class Period of March 27, 2021 to October 4, 2025 (“Class Members”).

All current and former non-exempt, hourly paid employees who worked for Defendant Mark Glatt in California at any time during the PAGA Period of January 21, 2024 to October 4, 2025. (“Aggrieved Employees”).

On [REDACTED], the Honorable Carolyn B. Kuhl of the Los Angeles County Superior Court granted preliminary approval of this class action settlement and ordered the litigants to notify all Class Members of the settlement. **You have received this notice because Defendant’s records indicate that you are a Class Member, and therefore entitled to a payment from the settlement.**

Unless you choose to opt out of the settlement by following the procedures described below, you will be deemed a Class Member and, if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement fund. The Final Fairness Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at [REDACTED] :00 .m. on [REDACTED], 2026 in Department 12 of the Los Angeles County Superior Court – Spring Street Courthouse located at 312 N. Spring St., Los Angeles, California 90012.

Please also note that the Final Fairness Hearing may be rescheduled by the Court to another date and/or time. Please visit [settlement website] for any scheduling changes.

If you move, you must send the Settlement Administrator your new address; otherwise, you may never receive your settlement payment. It is your responsibility to keep a current address on file with the Settlement Administrator.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don’t Have to Do Anything to Participate in the Settlement	If you do nothing, you will be deemed a “Participating Class Member,” and will be eligible for a payment from the Net Settlement Amount and, if you are also a Aggrieved Employee, the Aggrieved Employee Payment. In exchange, you will be bound by the terms of the proposed Settlement and give up your right to assert wage and hour claims against Defendant based on the same facts alleged in the Action during the Class Period.
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is [DATE]	If you don’t want to participate in the proposed class settlement, you can opt-out of the class settlement by sending the Settlement Administrator a written Request for Exclusion. Once excluded, you will no longer be eligible for a payment from the Net Settlement Amount and will not be bound by the terms of the proposed class settlement. You cannot opt-out of the PAGA portion of the proposed Settlement. Aggrieved Employees remain eligible to receive a payment from the Aggrieved Employee Payment and must give up their rights to pursue PAGA penalty claims against Defendant based on the facts alleged in the Action during the PAGA Period.

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [DATE]	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed class settlement, but not the PAGA settlement.
You Can Participate in the [DATE] Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on [DATE, TIME] in Department 12 of the Los Angeles County Superior Court – Spring Street Courthouse located at 312 N. Spring St., Los Angeles, California 90012. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. If the Court grants final approval of the Settlement despite your objection, you will receive a payment from the Net Settlement Amount and you will be bound by the terms of the Settlement and Release.

Summary of the Litigation

Plaintiff Humberto Beltran Campos, on his behalf and on behalf of other current and former non-exempt employees, alleges that Defendant Mark Glatt violated California state labor laws as a result of its alleged failure to, among other things: (1) pay minimum and overtime wages to employees for all hours worked; (2) provide employees with meal and rest breaks; (3) timely pay all wages owed to employees during each pay period and upon termination of their employment; (4) reimburse employees for necessary business expenses; and (5) provide employees with accurate, itemized wage statements.

Defendant Mark Glatt denies that it has done anything wrong and disputes all the claims in the Action. Specifically, Defendant contends that Plaintiff and the Class Members were, at all times, properly compensated for wages under California law; that Plaintiff and the Class Members were provided with meal and rest periods in compliance with California law; that Defendant did not fail to pay Plaintiff or any Class Members any wages allegedly due at the time of their termination; that Defendant did not fail to reimburse Class Members for required expenses; that Defendant complied with California wage statement requirements; that Defendant did not violate California Business and Professions Code section 17200 *et seq.*; that Defendant is not liable for any of the penalties sought or that could be sought in the Action; and that this Action cannot be maintained as a class or representative action.

The Court has not ruled on the merits of Plaintiff’s claims and has not decided in favor of Plaintiff or Defendant and there was no trial. However, to avoid additional expense, inconvenience, and interference with the business operations of Defendant, the Parties concluded that it is in their best interests and the interests of the Class to settle the Action now on the terms summarized in this Class Notice.

After the exchange of relevant information and evidence, the parties agreed to enter into settlement negotiations in an attempt to informally resolve the claims in the case. On June 16, 2025, the parties participated in a mediation with Jason Marsili, Esq., an experienced and well-respected mediator. With Mr. Marsili’s guidance, the parties were able to negotiate a complete settlement of Plaintiff’s claims.

Counsel for Plaintiff, and the attorneys appointed by the Court to represent the class, Maralle Messrelian, Esq. of MM Law, APC (“Class Counsel”), have investigated and researched the facts and circumstances underlying the issues raised in the case and the applicable law. While Class Counsel believe that the claims alleged in this lawsuit have merit, Class Counsel

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

also recognize that the risk and expense of continued litigation justify settlement. Based on the foregoing, Class Counsel believe the proposed settlement is fair, adequate, reasonable, and in the best interests of Class Members.

Defendant has denied, and continues to deny the factual and legal allegations in the case and believes that it has valid defenses to Plaintiff's claims. By agreeing to settle, Defendant is not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action. Defendant has agreed to settle the case as part of a compromise with Plaintiff.

Summary of The Proposed Settlement Terms

Plaintiff and Defendant have agreed to settle the underlying class claims in exchange for a Gross Settlement Amount of \$240,000. This amount is inclusive of: (1) individual settlement payments to all Participating Class Members; (2) a Class Representative Enhancement Payment of \$10,000 to Humberto Beltran Campos for his services on behalf of the class, and for a release of all claims arising out of his employment with Defendant; (3) \$80,000 in attorneys' fees and up to \$12,000 in litigation costs and expenses; (4) a \$10,000 settlement of claims under the Labor Code Private Attorneys General Act of 2004 ("PAGA"), inclusive of a \$6,500 payment (65%) to the California Labor and Workforce Development Agency ("LWDA") in connection with the PAGA, and a \$3,500 payment (35%) ("Aggrieved Employee Payment") to all Aggrieved Employees; and (5) reasonable Settlement Administrator's fees and expenses not to exceed \$6,000. After deducting the Attorneys' Fees and Costs, the Class Representative Enhancement Payment, the LWDA Payment, and Settlement Administration Costs, a total of approximately \$125,500 will be allocated to Class Members who do not opt out of the Settlement Class ("Net Settlement Amount"). Additionally, all Aggrieved Employees will receive a proportional share of the \$3,500 Aggrieved Employee Payment, regardless whether they opt out of the Settlement Class.

Payments from Net Settlement Amount. Defendant will calculate the total number of Workweeks worked by each Class Member from March 27, 2021 to October 4, 2025 ("Class Period") and the aggregate total number of Workweeks worked by all Class Members during the Class Period. To determine each Class Member's estimated share of the Net Settlement Amount, the Settlement Administrator will use the following formula: The Net Settlement Amount will be divided by the aggregate total number of Workweeks during the Class Period, resulting in the "Workweek Value." Each Class Member's share of the Net Settlement Amount will be calculated by multiplying each individual Class Member's total number of Workweeks by the Workweek Value. The Individual Settlement Payment will be reduced by any required deductions for each Class Members as specifically set forth herein, including employee-side tax withholdings or deductions. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase each Participating Class Member's share of the Net Settlement Amount according to the number of Workweeks worked, so that the amount actually distributed to the Settlement Class equals 100% of the Net Settlement Amount.

According to Defendant's records, you worked during the Class Period in a non-exempt position for a total of [REDACTED] Workweeks. Accordingly, your estimated payment from the Net Settlement Amount is approximately \$ [REDACTED].

Payments from the Aggrieved Employee Payment. Defendant will calculate the total number of Pay Periods worked by each Aggrieved Employee from January 21, 2024 to October 4, 2025 ("PAGA Period") and the aggregate total number of Pay Periods worked by all Aggrieved Employees during the PAGA Period. To determine each Aggrieved Employee's estimated "Individual Settlement Payment" from the Aggrieved Employee Payment, the Settlement Administrator will use the following formula: The Aggrieved Employee Payment will be divided by the aggregate total number of PAGA Pay Periods during the PAGA Period, resulting in the "PAGA Pay Period Value." The Aggrieved Employee Payment portion of each Aggrieved Employee's "Individual Settlement Payment" will be calculated by multiplying each individual Aggrieved Employee's total number of PAGA Pay Periods by the PAGA Pay Period Value. A Request for Exclusion does not exclude a Aggrieved Employee from the release of claims under California Labor Code §§ 2698, *et seq.* and the Aggrieved Employee will receive their portion of the Aggrieved Employee Payment even if he/she/they submits a valid Request for Exclusion.

According to Defendant's records, you worked during the PAGA Period in a non-exempt position for a total of [REDACTED] Pay Periods. Accordingly, your estimated payment from the Aggrieved Employee Payment is approximately \$ [REDACTED].

Your Estimated Payment: Based on the above, your estimated payment from the settlement is approximately \$ [REDACTED]. If you believe the Workweek or Pay Period information provided above is incorrect, please contact the Settlement Administrator to dispute the calculation. You must attach all documentation in support of your dispute (such as check stubs, W2s, or letters from HR). All disputes must be postmarked or emailed on or before [insert date of Response Deadline] and must be sent to:

Settlement Administrator

c/o [REDACTED]

Email: [REDACTED]

If you dispute the information stated above, Defendant's records will control unless you are able to provide documentation that establishes otherwise.

Taxes on Settlement Payments. IRS Forms W-2 and 1099 will be distributed to participating Class Members and the appropriate taxing authorities reflecting the payments they receive under the settlement. Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this settlement, 10% of each settlement payment will be allocated as wages for which IRS Forms W-2 will be issued, and 90% will be allocated as non-wages for which IRS Forms 1099-MISC will be issued. Payments issued to Aggrieved Employees from the Aggrieved Employee Payment will be treated as non-wages for which IRS Forms 1099-MISC will be issued.

Your Options Under the Settlement

Option 1 – Automatically Receive a Payment from the Settlement

If you want to receive your payment from the settlement, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if and when the Settlement receives final approval by the Court.

If you choose **Option 1**, and if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement funds. In addition, you will be deemed to have released or waived the Released Class Claims, and if you are also a Aggrieved Employee, the Released PAGA Claims:

Released Class Claims: Any and all claims that were or could have been alleged in the Operative Complaint that arose during the Class Period including without limitation with respect to the following claims: (a) failure to pay all wages earned for all hours worked at the correct rates of pay, including for minimum, regular, overtime, and doubletime wages; (b) failure to authorize or permit rest periods; (c) failure to authorize or permit meal periods; (d) failure to indemnify employees for employment related losses and expenditures; (e) failure to provide accurate itemized wage statements; (f) failure to pay wages when employment ends; (g) failure to provide sick pay; and (h) all claims under California Business & Professions Code § 17200 for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories described above; (i) violation of or claims under the following sections of the California Labor Code, sections 201, 202, 203, 204, 210, 226, 226.7, 233, 246, 246.5, 510, 512, 558, 558.1, 1174, 1194, 1197, 1198, 2800, 2802; and (j) violation of the California Industrial Wage Orders that could have been premised on the facts, claims, causes of action or legal theories described above, as well as any potential penalties, interest or attorneys' fees associated with all of such causes of action under California law.

Released PAGA Claims: Any and all claims, demands, rights, liabilities and causes of action under the California Labor Code Private Attorneys General Act that were alleged, or reasonably could have been alleged, based on the

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

claims asserted in the Operative Complaint, the PAGA Notice (and any amendments thereto) and ascertained in the course of the Action, arising during or with respect to the PAGA Period.

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible.

Option 2 – Opt Out of the Settlement

If you do not wish to participate in the settlement, you may exclude yourself from participating by submitting a written request to the Settlement Administrator expressly and clearly indicating that you have received this Notice of Class Action Settlement, decided not to participate in the settlement, and desire to be excluded from the settlement. The written request for exclusion must include your name, signature, address, telephone number, and last four digits of your Social Security Number. Sign, date, and email or mail the request for exclusion by First Class U.S. Mail or equivalent, to the address below.

Settlement Administrator

c/o _____

The Request for Exclusion must be postmarked or emailed not later than _____, 2026. If you submit a Request for Exclusion which is not postmarked or emailed by _____, 2026, your Request for Exclusion will be rejected, and you will be included in the settlement class.

If you choose **Option 2**, you will no longer be a Class Member, and you will:

- Not Receive a Payment from the Net Settlement Amount.
- Not release the Released Class Claims.
- If you are a Aggrieved Employee, you will still release the Released PAGA Claims, and will receive a payment from the Aggrieved Employee Payment.

Option 3 – Object to the Settlement

If you decide to object to the settlement because you find it unfair or unreasonable, you may submit a written objection stating why you object to the settlement, or you may instead appear at the Final Fairness Hearing to object to the Settlement. Written objections must provide: (1) your full name, signature, address, and telephone number, (2) a written statement of all grounds for the objection accompanied by any legal support for such objection; (3) copies of any papers, briefs, or other documents upon which the objection is based; and (4) a statement about whether you intend to appear at the Fairness Hearing. The objection must be emailed or mailed to the administrator at [administrator's email address and mailing address].

All written objections must be received by the administrator by not later than _____ 2025. By submitting an objection, you are not excluding yourself from the settlement. To exclude yourself from the settlement, you must follow the directions described above. Please note that you cannot both object to the settlement and exclude yourself. You must choose one option only.

You may also, if you wish, appear at the Final Fairness Hearing set for _____ at _____ a.m./p.m. in the Superior Court of the State of California, for the County of Los Angeles and discuss your objection with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the hearing.

If you choose **Option 3**, you will still be entitled to the money from the settlement. If the Court overrules your objection, you will be deemed to have released the Released Class Claims and Released PAGA Claims.

Additional Information

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

This Notice of Class Action Settlement is only a summary of the case and the settlement. For a more detailed statement of the matters involved in the case and the settlement, you may refer to the pleadings, the settlement agreement, and other papers filed in the case.

For the settlement's complete terms and conditions, please consult the detailed Joint Stipulation of Class Action Agreement which is attached as Exhibit 1 to the Declaration of Maralle Messrelian in support of the Motion for Preliminary Approval of Class Action Settlement filed on [date of filing]. The settlement documents and other pleadings and documents on file with the Court may be viewed electronically on the Settlement Administrator's website at [insert website name]. You can also access the Los Angeles County Superior Court's Online Services at <https://www.lacourt.org/online/civil>, or by visiting the Clerk's Office at the Los Angeles County Superior Court, 312 N Spring Street, Los Angeles, California 90012, between 8:30 a.m. and 4:30 p.m., Monday through Friday, excluding Court holidays. (For more information on reservations for in-person services, please visit the Los Angeles Superior Court's website at www.lacourt.org).

All other inquiries by Class Members regarding this Class Notice and/or the Settlement can be directed to the Settlement Administrator, ILYM Group, Inc. , toll free at 1-***-***-****.

In addition, contact information for Class Counsel, as well as Defendant' attorneys, are as follows:

<u>Counsel for the Class and Plaintiff</u>	<u>Counsel for Defendant Mark Glatt</u>
Maralle Messrelian MM LAW, APC 500 N. Brand Blvd., Suite 2000 Glendale, California 91203 Telephone: (818) 810-7747 Email: maralle@mmlawapc.com	Adam F. Sloustcher Jamie L. Gross, Esq. FISHER & PHILLIPS LLP 4747 Executive Dr, Ste 1000 San Diego, CA 92121-3113 Phone: 858-666-3334 Email: asloustcher@fisherphillips.com ; jgross@fisherphillips.com

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

EXHIBIT 2



October 28, 2024

NOTICE VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency (LWDA)

Attn: PAGA Administrator

<https://dir.tfaforms.net/308>

VIA U.S. CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

Mark Glatt
911 Crescent Dr.
Monrovia, CA 91016

**Re: Humberto Beltran Campos/Mark Glatt
Private Attorneys General Act**

To Whom It May Concern:

Pursuant to the Labor Code Private Attorneys General Act of 2004, Labor Code sections 2698, *et seq.* (“PAGA”), Mr. Humberto Beltran Campos (hereafter “Campos”) provides notice on behalf of himself and of all individuals currently and formerly employed in California as non-exempt or hourly paid employees (hereafter the “Aggrieved Employees”), by Mark Glatt, (hereafter “GLATT”), of violations of California Labor Code §§ 201, 202, 203, 204, 226, 226.2, 226.7, 233, 246, 246.5, 510, 512, 558, 558.1, 1174, 1194, 1197, 1198, and 2802. At all relevant times, Mark Glatt was involved in the day-to-day operations of the business, and as such, controlled the wages, hours, and working conditions of Campos and the other Aggrieved Employees. On behalf of himself and all other Aggrieved Employees, Campos hereby provides this notice to the Labor & Workforce Development Agency and GLATT and its agents and representatives.

At all relevant times, GLATT has employed persons, conducted business, and engaged in illegal payroll practices and policies, throughout California. Campos and the Aggrieved Employees are “employees” within the meaning of Wage Order 10-2001 (hereafter “the Wage Order”) § 2, subdivision (F) and “Aggrieved Employees” within the meaning of Labor Code § 2699, subdivision (c).

STATEMENT OF FACTS

GLATT first began to employ Campos in or around July/August 2022 as a horse rider. Campos worked at the Santa Anita Park located at 285 W Huntington Dr, Arcadia, CA 91007 where the horses were kept. Campos’s job duties included riding horses in the morning and taking horses to the track. Campos would ride about 8 to 12 horses during each work shift. After riding the horses,

Campos would take off the saddles and clean them, among other tasks. Campos generally worked six days a week, Sunday through Friday, from 4:00/4:30 a.m. until 9:00/9:45/10:00 a.m. Upon being hired, Campos was informed by GLATT that he would be paid \$20 per horse. Campos' employment on or around September 30, 2024.

At all relevant times, GLATT issued wages to Campos and all of the other Aggrieved Employees on a biweekly basis and paid them by the hour or per horse. At all relevant times, GLATT classified Campos and all of the other Aggrieved Employees as non-exempt employees entitled to the protections of the Labor Code and the Wage Order. GLATT employed Campos and all of the Aggrieved Employees more than six, eight, and ten hours per day.

GLATT failed to pay Campos and other Aggrieved Employees for all time worked or subject to its control. Campos and the other Aggrieved Employees were not paid for all hours worked and consistently worked "off the clock" in that the company had a policy and practice of rounding down work hours to the detriment of employees, which is akin to a minimum wage violation. There was no formal clock-in/clock out system and Campos never filled out any timesheets. In order to make it seem legitimate, GLATT manufactured pay stubs that look like they have accurate numbers on them, including the hourly rate and hours worked. However, as mentioned above, Campos never punched in or out and his paystubs were always for 80 hours worked. The total hours worked on the pay stubs are manufactured numbers, created out of thin air to give the pay stubs the air of legitimacy.

Due to the above "off the clock" violations, GLATT failed to pay Campos and the Aggrieved Employees properly-calculated overtime wages. The Aggrieved Employees' actual work hours, which included the "off the clock" work as described above, entitled them to overtime, however, it was not company policy to keep accurate track of all hours worked and to pay employees the accurate amount of overtime, especially since the "off the clock" work was not factored into the equation. Furthermore, any incentive payments and/or bonus payments were not factored into employees' regular rate of pay for purposes of deciphering the correct overtime rate of pay. In addition, any bonus and/or incentive payments were not factored into the correct meal and rest break premium pay per *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal. 5th 858, 863.

GLATT failed to provide all compliant meal periods and authorize and permit all compliant rest periods to which Campos and the other Aggrieved Employees were entitled. Campos and other Aggrieved Employees were entitled to take off-duty, uninterrupted 30-minute meal periods before the fifth and tenth hours of work and to take uninterrupted 10-minute rest periods for every four hours or major fraction thereof worked. Campos would not be able to take timely, uninterrupted meal periods before the 5th or 10th hour worked. On information and belief, GLATT did not keep track of Campos's and the Aggrieved Employees' meal periods. Per *Donohue v. AMN Services, LLC*, (2021) 11 Cal.5th 58, where time records do not facially show an employee took a compliant meal period, a rebuttable presumption arises that the employer failed to provide it, giving rise to a meal period violation. Receiving a thirty-minute uninterrupted meal break was not part of the company culture and was not enforced by GLATT. It was the normal practice and custom of GLATT not to authorize, permit, and enforce statutory meal periods. In fact, Campos never

received any meal breaks whatsoever, despite his shifts being longer than 5 hours. Furthermore, there was no meal break waiver signed and there was no agreement to waive meal breaks. Similarly, Campos and the other Aggrieved Employees were not able to take their two 10-minute rest breaks. Like the meal periods, it was not company policy and not part of the company culture for employees such as Campos and others to take rest breaks. As such, the culture at GLATT did not lend itself to the employees receiving statutory breaks wherein they were relieved of all work duties. On information and belief, GLATT did not provide premium wages for these meal and rest break violations; if GLATT did provide premium wages, they were not paid at the correct rate, as explained above.

GLATT failed to reimburse Campos and the other Aggrieved Employees for business expenses they incurred in direct consequence of the discharge of their duties. GLATT required Campos and the Aggrieved Employees to purchase uniform items and use their own personal cell phones to communicate with management concerning work matters. During his employment, GLATT required Campos to purchase a helmet, as well as a special vest, special gloves, and boots for horse riding. GLATT and his management team, including supervisor Melissa (last name unknown) also contacted Campos and the other Aggrieved Employees on their personal mobile phones regarding work matters. However, GLATT did not provide Campos and the others with mobile phones and did not reimburse Campos and the other Aggrieved Employees for their uniform and mobile phone expenses. Accordingly, GLATT was in violation of California Labor Code sections 2800 and 2802.

GLATT failed to pay its employees all wages due to them within any time period specified by California Labor Code section 204, including the minimum wages and overtime as described above as well as meal/rest break premiums.

GLATT did not provide Campos and other Aggrieved Employees accurate, itemized wage statements. Wage statements must include, among other things, total hours worked by the employee. Labor Code § 226(a)(2). GLATT issued wage statements that inaccurately reflected total hours worked, gross and net wages earned, and the number of hours worked at each hourly rate because of GLATT's failure to properly pay wages as explained herein. Labor Code §§ 226(a)(1), (2), (5), (9). GLATT's failure to maintain accurate records as to the hours worked daily by employees also constitutes a violation of Labor Code section 1174(d).

GLATT failed to separately compensate Campos and all of the other Aggrieved Employees for rest and recovery periods and other nonproductive time in violation of Labor Code section 226.2. GLATT failed to provide Campos and all of the other Aggrieved Employees with statements of the total hours of compensable rest and recovery periods, the rate of compensation, and the gross and net wages paid for those activities during the pay period.

Finally, because GLATT did not properly pay all wages earned as explained herein, GLATT also failed to pay final wages owed to Campos and other Aggrieved Employees in violation of Labor Code section 203. These earned but unpaid wages include minimum wages and compensation for

all hours worked, overtime compensation, premium pay for missed meal and rest breaks, and business expense reimbursement, among others.

Moreover, GLATT failed to provide paid sick leave and/or correctly calculated sick leave wages to Campos and the other Aggrieved Employees and failed to provide Campos and all of the other Aggrieved Employees with statements of sick leave available, or paid time off in lieu of sick leave, in violation of Labor Code sections 233 and 246.

GLATT has also violated Labor Code section 558 and engaged in business practices which violate Business and Professions Code Section 17200.

For the reasons herein, on behalf of himself and the Aggrieved Employees, Campos alleges that GLATT committed the following violations of the California Labor Code and the Wage Order: 1) failed to pay wages for all time worked or subject to GLATT's control, including correctly-calculated overtime wages; 2) failed to provide meal periods or pay correctly-calculated premium wages in lieu thereof; 3) failed to authorize and permit rest periods or pay correctly-calculated premium wages in lieu thereof; 4) failed to reimburse reasonably necessary business expenses; 5) failed to provide compliant wage statements; 6) failed to maintain accurate records; 7) failed to provide sick leave/statements of sick leave available; and 8) failed to timely pay all wages owed during and upon separation of employment.

Accordingly, Campos now seeks civil penalties on behalf of himself and the Aggrieved Employees based on GLATT's alleged violations of the California Labor Code and the Wage Order.

THE WAGE ORDER

The Wage Order (10-2001) applies to "all persons employed in the amusement and recreation industry whether paid on a time, piece rate, commission, or other basis[.]" § 1. "Amusement and Recreation Industry" means any industry, business, or establishment operated for the purpose of furnishing entertainment or recreation to the public, including but not limited to theaters, dance halls, bowling alleys, billiard parlors, skating rinks, riding academies, racetracks, amusement parks, athletic fields, swimming pools, gymnasiums, golf courses, tennis courts, carnivals, and wired music studios. *Id.*, § 2(A).

At all relevant times during the applicable limitations period, GLATT was in the business of training race horses and employed Campos and the Aggrieved Employees as horse riders, horse groomers, horse walkers, and in similar positions. Accordingly, Campos and the Aggrieved Employees are entitled to the protections afforded by the Wage Order.

FAILURE TO PAY WAGES FOR ALL HOURS WORKED AT THE CORRECT RATES OF PAY

Labor Code §§ 510, 558, 1194, 1197, and 1198

Labor Code sections 510, 1194, and 1197 require employers to pay the wages agreed to and at

least minimum wages for all time under the employer's control, overtime wages for hours worked over eight per day or forty per week at one and one-half times the employee's regular rate of pay, and double-time wages for hours worked over twelve in one day or for the first eight hours of work on the seventh consecutive day of work at two times the employee's regular rate of pay. Labor Code section 558 establishes a civil penalty for violation of Labor Code section 510. Labor Code section 1198 prohibits employers from employing their employees under conditions prohibited by the Wage Order.

GLATT failed to pay all minimum, regular, and overtime wages to Campos and other Aggrieved Employees because GLATT paid wages based on rounded times, did not pay for off-the-clock work, did not compensate employees for rest and recovery periods and other nonproductive time, and failed to pay overtime wages based on correct regular rates of pay.

FAILURE TO PROVIDE MEAL PERIODS

Labor Code §§ 226.7, 512, and 1198

Employers must provide employees a 30-minute, uninterrupted meal period after no more than five hours of work, and a second such meal period after no more than 10 hours work. Labor Code § 512(a); IWC Wage Order(s) §§ 11(A)-(B); *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal. 4th 1004, 1049. If an employer fails to provide an employee a meal period in accordance with California law, the employer must pay the employee one hour of pay at the employee's regular rate for each work day the meal period is not provided. Lab. Code § 226.7(c); IWC Wage Order(s), § 11(D); *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal. 5th 858, 863.

GLATT failed to provide Campos and other Aggrieved Employees with compliant meal periods before the fifth hour of work and failed to pay one hour of correctly-calculated premium pay for each day such a meal period was not provided.

FAILURE TO AUTHORIZE AND PERMIT REST PERIODS

Labor Code § 226.7 & 1198

The Rest Period section of the applicable Wage Order provides: "Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof." IWC Wage Order(s), § 12(A). If an employer fails to provide an employee a rest period in accordance with California law, the employer must pay the employee one hour of pay at the employee's regular rate for each work day a rest period is not provided. IWC Wage Order(s), § 12(B); Labor Code § 226.7(c); *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal. 5th 858, 863.

GLATT failed to authorize and permit Campos and other Aggrieved Employees to take compliant rest periods and failed to pay one hour of correctly-calculated premium pay for each day such a rest period was not provided.

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**FAILURE TO PAY FOR REST AND RECOVERY PERIODS AND OTHER
NONPRODUCTIVE TIME**

Labor Code § 226.2

In relevant part, Labor Code section 226.2 states,

- (a) For employees compensated on a piece-rate basis during a pay period, the following shall apply for that pay period:
 - (1) Employees shall be compensated for rest and recovery periods and other nonproductive time separate from any piece-rate compensation.
 - ...
 - (3) (A) Employees shall be compensated for rest and recovery periods at a regular hourly rate that is no less than the higher of:
 - (i) An average hourly rate determined by dividing the total compensation for the workweek, exclusive of compensation for rest and recovery periods and any premium compensation for overtime, by the total hours worked during the workweek, exclusive of rest and recovery periods.
 - (ii) The applicable minimum wage.

At all relevant times during the applicable limitations period, GLATT compensated Campos and the other Aggrieved Employees on a piece rate basis and failed to separately compensate Campos and all of the other Aggrieved Employees for rest and recovery periods and other nonproductive time. Accordingly, Campos seeks civil penalties on behalf of himself and all of the other Aggrieved Employees as follows: \$100 for each aggrieved employee for each initial violation of Labor Code section 226.2, subdivisions (a)(1) and (a)(4) and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2)).

FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS

Labor Code §§ 226

California employers are required to provide itemized wage statements showing, among other things, “gross wages earned,” “total hours worked by the employee,” “net wages earned,” and “all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.” Labor Code §§ 226(a)(1), (2), (5), (9).

GLATT did not provide itemized wage statements accurately reflecting Campos's and other Aggrieved Employees' gross wages earned, total hours worked, net wages earned, and all applicable hourly rates and the number of hours worked at each rate.

FAILURE TO PROVIDE ACCURATE RECORDS

Labor Code §§ 1174, 1174.5, 1198; IWC Wage Order(s), § 7

An employer must maintain payroll records showing hours worked daily by, and wages paid to, its employees, in accordance with rules established by the Industrial Welfare Commission. Labor Code §1174. An employer must also maintain time records showing when each work period, and meal period, begins and ends. IWC Wage Order(s), § 7.

Because GLATT rounded employees' time worked, did not record off-the-clock work, did not record employees' meal periods, GLATT failed to maintain accurate records as to the hours worked daily by employees and as to when each work period and meal period began and ended.

**FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT
& UPON SEPARATION**

Labor Code §§ 201-204

An employer must pay "[a]ll wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment...twice during each calendar month, on days designated in advance by the employer as the regular paydays." Labor Code § 204. An employer must pay all wages owed to terminated employees at the time of termination, or within 72 hours to employees who quit. Labor Code §§ 201-202. If an employer willfully fails to timely pay all wages to separated employees, the wages continue at the same rate for up to 30 days, until paid. Labor Code § 203.

As a result of its failure to pay all wages earned, as described above, GLATT failed to pay all final wages due to Campos and other Aggrieved Employees and violated Labor Code Sections 201-204.

**FAILURE TO PROVIDE SICK LEAVE &
FAILURE TO PROVIDE NOTICE OF AVAILABLE SICK LEAVE**

Labor Code §§ 233, 246

Labor Code section 233 states,

Any employer who provides sick leave for employees shall permit an employee to use in any calendar year the employee's accrued and available sick leave entitlement, in an amount not less than the sick leave that would be accrued during six months at the employee's then current rate of entitlement, for the reasons specified in subdivision (a) of Section 246.5.

Labor Code § 246 states,

An employer shall provide an employee with written notice that sets forth the amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, for use on either the employee's itemized wage statement described in Section 226 or in a separate writing provided on the designated pay date with the employee's payment of wages.

Labor Code section 246(a)(1) states,

An employee who, on or after July 1, 2015, works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days as specified in this section.

An employer must pay its non-exempt employees for paid sick leave at the employees' regular rate of pay. Labor Code § 246(l). An Employer must calculate this pay either "in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick leave, whether or not the employee actually works overtime in that workweek" or "by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment." Labor Code §§ 246(l)(1)-(2).

GLATT failed to provide Campos and all of the other Aggrieved Employees with paid sick leave and/or failed to pay sick leave wages to Campos and other Aggrieved Employees at the employees' regular rates of pay because GLATT failed to incorporate all applicable forms of compensation, including non-discretionary bonuses, into the regular rates of pay. GLATT also failed to provide Campos and all of the other Aggrieved Employees with an itemized wage statement or separate writing that set forth the amount of paid sick leave available.

PERSON ACTING ON BEHALF OF EMPLOYERS WHO VIOLATES LABOR CODE

Labor Code § 558.1

In relevant part, Labor Code section 558.1 states:

(a) Any employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.

At all relevant times, Mark Glatt was an employer of Campos and all of the other Aggrieved Employees. Mark Glatt directly or indirectly, or through an agent or other person, employed and exercised control over the wages, hours, and/or working conditions of Campos and the Aggrieved Employees, and caused the violations to the Labor Code and the Wage Order described above.

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CONCLUSION

As noted above, this letter constitutes the required notice under the California Labor Code Private Attorneys General Act of 2004. Please be advised that Humberto Beltran Campos will seek both reasonable attorneys' fees and costs under Labor Code § 2699, subdivision (g) (1) in a civil action should the LWDA decline to pursue this matter. This letter also serves as a formal notice under the catalyst theory and Code of Civil Procedure §1021.5 to resolve this matter before litigation.

Sincerely,

A handwritten signature in blue ink, appearing to read "Maralle Messrelian".

Maralle Messrelian, Esq.

maralle@mmlawapc.com

EXHIBIT 3

MARALLE MESSRELIAN (SBN 316974)

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Attorneys for Plaintiff,

HUMBERTO BELTRAN CAMPOS, and all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT
(UNLIMITED JURISDICTION)**

HUMBERTO BELTRAN CAMPOS, on
behalf of himself and all others similarly
situated, and the general public, and as an
“Aggrieved Employee” on behalf of other
“Aggrieved Employees” under the Private
Attorneys General Act of 2004,

Plaintiff,

vs.

MARK GLATT; and DOES 1 to 25,
inclusive,

Defendant(s).

Electronically FILED by
Superior Court of California,
County of Los Angeles
3/27/2025 9:15 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By G. Cordon, Deputy Clerk

Case No.: **25STCV09123**

CLASS ACTION

COMPLAINT FOR:

- 1) Failure to Pay All Wages Earned for All Hours Worked at the Correct Rates of Pay (Lab. Code §§ 510, 1194, 1197, and 1198);
- 2) Failure to Provide Rest Breaks (Lab. Code §§ 226.7 and 1198);
- 3) Failure to Provide Meal Periods (Lab. Code §§ 226.7, 512 and 1198);
- 4) Failure to Indemnify (Lab. Code § 2802);
- 5) Failure to Provide Accurate Itemized Wage Statements (Lab. Code § 226);
- 6) Failure to Pay Wages Owed Every Pay Period (Lab. Code § 204);
- 7) Failure To Pay Wages When Employment Ends (Lab. Code §§ 201–203);
- 8) Civil Penalties (Lab. Code §§ 2698, *et seq.*); and
- 9) Unfair Competition (Bus. & Prof. Code, § 17200q.)

JURY TRIAL DEMANDED

1 Plaintiff, HUMBERTO BELTRAN CAMPOS (hereafter “Plaintiff”), on behalf of
2 himself and all others similarly situated, complains and alleges as follows:

3 **I. INTRODUCTION**

4 1. Plaintiff brings this class and representative action based on alleged violations
5 of the California Labor Code, Industrial Welfare Commission Orders No. 10-2001 (hereafter
6 “the Wage Order”), and the California Business and Professions Code against MARK GLATT
7 and DOES 1 to 25, inclusive (“GLATT” or “Defendant”).

8 2. As set forth in more detail below, Plaintiff alleges that Defendant is liable to
9 him and other similarly situated workers for unpaid wages, statutory penalties, interest, and
10 related relief. These claims are based on Defendant’s failures to:

11 (A) Pay all wages, including minimum, regular, overtime and doubletime
12 wages, earned for all hours worked at the correct rates of pay;

13 (B) Provide all meal periods;

14 (C) Authorize and permit all rest breaks;

15 (D) Pay premium wages for unprovided meal periods;

16 (E) Pay premium wages for unprovided rest breaks;

17 (F) Indemnify for necessary work-related expenditures;

18 (G) Issue only accurate and complete itemized wage statements;

19 (H) Issue statements of sick leave available; and

20 (I) Timely pay wages during and upon termination of employment.

21 Accordingly, Plaintiff now seeks to recover unpaid wages, interest, liquidated damages,
22 restitution, statutory penalties, attorneys’ fees, costs, and related relief through this class action.

23 **II. THE PARTIES**

24 3. Plaintiff Humberto Beltran Campos is a resident of California. At all relevant
25 times, Plaintiff was an “employee” within the meaning of Title 8 California Code of
26 Regulations Section 11100 and an “Aggrieved Employee” within the meaning of Labor Code
27 Section 2699(c).

28 4. At all times mentioned herein, Defendant Mark Glatt is and was a business,

1 form unknown., located at 911 Crescent Dr., Monrovia, CA 91016, and which employed
2 Plaintiff. As such, it is a citizen of California based on Plaintiff's information and belief.

3 5. Plaintiff is ignorant of the true names, capacities, relationships, and extents of
4 participation in the conduct alleged herein, of the defendants sued as DOES 1-25, inclusive, but
5 is informed and believes and thereon alleges that said defendants are legally responsible for the
6 wrongful conduct alleged herein and therefore sues these defendants by such fictitious names.
7 Plaintiff will amend the Complaint to allege the true names and capacities of the DOE
8 defendants when ascertained.

9 6. Plaintiff is informed and believes and thereon alleges that, at all relevant times
10 herein, all Defendants were the agents, employees and/or servants, masters or employers of the
11 remaining defendants, and in doing the things hereinafter alleged, were acting within the course
12 and scope of such agency or employment, and with the approval and ratification of each of the
13 other Defendants.

14 7. At all relevant times, in perpetrating the acts and omissions alleged herein,
15 Defendant, and each of them, acted pursuant to and in furtherance of a policy, practice, or a
16 lack of a practice which resulted in Defendant not compensating Plaintiff and the other Class
17 Members or otherwise complying with their rights in accordance with applicable California
18 labor laws as alleged herein.

19 8. At all relevant times, in perpetrating the acts and omissions alleged herein,
20 Defendant and each of them acted pursuant to and in furtherance of a policy and/or practice, or
21 lack thereof, which resulted in Defendant not paying Plaintiff and other members of the
22 below-described class in accordance with applicable laws as alleged herein.

23 **III. CLASS ALLEGATIONS**

24 9. This action has been brought and may be maintained as a class action pursuant
25 to California Code of Civil Procedure section 382 because there is a well-defined community
26 of interest among the persons who comprise the readily ascertainable class defined below and
27 because Plaintiff is unaware of any difficulties likely to be encountered in managing this case
28 as a class action.

1 10. **Class Definition:** The Class is defined as follows: All persons Defendant
2 employed in California as hourly, non-exempt employees, at any time during the period
3 beginning four years prior to the filing of this action and ending on the date that final judgment
4 is entered in this action (“Class” or “Class Members”).

5 11. **Reservation of Rights:** Pursuant to Rule of Court 3.765(b), Plaintiff reserves
6 the right to amend or modify the class definition with greater specificity, by further division
7 into subclasses and/or by limitation to particular issues.

8 12. **Numerosity:** The Class Members are so numerous that the individual joinder
9 of each individual Class Member is impractical. While Plaintiff does not currently know the
10 exact number of Class Members, Plaintiff is informed and believes that the actual number
11 exceeds the minimum required for numerosity under California laws.

12 13. **Commonality and Predominance:** Common questions of law and fact exist as
13 to all Class Members and predominate over any questions which affect only individual Class
14 Members. These questions include, but are not limited to:

15 A. Whether Defendant failed to pay all wages earned to Class Members for
16 all hours worked at the correct rates of pay, including minimum, regular, overtime, doubletime,
17 meal period premium and rest period premium wages;

18 B. Whether Defendant failed to provide the Class Members with all meal
19 periods in compliance with California law;

20 C. Whether Defendant failed to authorize and permit the Class Members to
21 take all rest periods in compliance with California law;

22 D. Whether Defendant failed to indemnify the Class Members for the
23 reasonable expenses they incurred during the course of performing their duties;

24 E. Whether Defendant knowingly and intentionally failed to provide the
25 class with accurate and complete itemized wage statements;

26 F. Whether Defendant failed to provide the Class Members with paid sick
27 leave and/or statements of sick leave available;

28 G. Whether Defendant willfully failed to provide the class with timely

1 wages during and upon termination of employment;

2 H. Whether Defendant engaged in unfair competition within the meaning of
3 Business and Professions Code sections 17200, et seq., with respect to the Class; and

4 I. Whether Class Members are entitled to restitution of money or property
5 that Defendant may have acquired from them through alleged Labor Code violations.

6 14. **Typicality:** Plaintiff's claims are typical of the other Class Members' claims.
7 Plaintiff is informed and believes and thereon alleges that Defendant has a policy and/or
8 practice, or lack thereof, which resulted in Defendant failing to comply with the California
9 Labor Code, the Wage Order, and the Business and Professions Code.

10 15. **Adequacy of Class Representative:** Plaintiff is an adequate class representative
11 in that he has no interests that are adverse to, or otherwise in conflict with, the interests of
12 absent Class Members. Plaintiff is dedicated to vigorously prosecuting this action on behalf of
13 Class Members. Plaintiff will fairly and adequately represent and protect the interests of Class
14 Members.

15 16. **Adequacy of Class Counsel:** Plaintiff's counsel are adequate class counsel in
16 that they have no known conflicts of interest with Plaintiff or absent Class Members, are
17 experienced in class action litigation, and are dedicated to vigorously prosecuting this action
18 on behalf of Plaintiff and absent Class Members.

19 17. **Superiority:** A class action is vastly superior to other available means for fair
20 and efficient adjudication of Class Members' claims and would be beneficial to the parties and
21 the Court. Class action treatment will allow a number of similarly situated persons to
22 simultaneously and efficiently prosecute their common claims in a single forum without the
23 unnecessary duplication of effort and expense that numerous individual actions would entail.
24 In addition, the monetary amounts due to many individual Class Members are likely to be
25 relatively small and would thus make it difficult, if not impossible, for individual Class
26 Members to both seek and obtain relief. Moreover, a class action will serve an important
27 public interest by permitting Class Members to effectively pursue the recovery of monies
28 owed to them. Further, a class action will prevent the potential for inconsistent or

1 contradictory judgments inherent in individual litigation.

2 **IV. STATEMENT OF FACTS**

3 18. GLATT first began to employ Campos in or around July/August 2022 as a
4 horse rider. Campos worked at the Santa Anita Park located at 285 W Huntington Dr, Arcadia,
5 CA 91007 where the horses were kept. Campos's job duties included riding horses in the
6 morning and taking horses to the track. Campos would ride about 8 to 12 horses during each
7 work shift. After riding the horses, Campos would take off the saddles and clean them, among
8 other tasks. Campos generally worked six days a week, Sunday through Friday, from
9 4:00/4:30 a.m. until 9:00/9:45/10:00 a.m. Upon being hired, Campos was informed by GLATT
10 that he would be paid \$20 per horse. Campos' employment on or around September 30, 2024

11 19. At all relevant times, GLATT issued wages to Campos and all of the other
12 Class Members on a biweekly basis and paid them by the hour or per horse. At all relevant
13 times, GLATT classified Campos and all of the other Class Members as non-exempt
14 employees entitled to the protections of the Labor Code and the Wage Order. GLATT
15 employed Campos and all of the Class Members more than six, eight, and ten hours per day.

16 20. GLATT failed to pay Campos and other Class Members for all time worked or
17 subject to its control. Campos and the other Class Members were not paid for all hours worked
18 and consistently worked "off the clock" in that the company had a policy and practice of
19 rounding down work hours to the detriment of employees, which is akin to a minimum wage
20 violation. There was no formal clock-in/clock out system and Campos never filled out any
21 timesheets. In order to make it seem legitimate, GLATT manufactured pay stubs that look like
22 they have accurate numbers on them, including the hourly rate and hours worked. However, as
23 mentioned above, Campos never punched in or out and his paystubs were always for 80 hours
24 worked. The total hours worked on the pay stubs are manufactured numbers, created out of
25 thin air to give the pay stubs the air of legitimacy.

26 21. Due to the above "off the clock" violations, GLATT failed to pay Campos and
27 the Class Members properly-calculated overtime wages. The Class Members' actual work
28 hours, which included the "off the clock" work as described above, entitled them to overtime,

1 however, it was not company policy to keep accurate track of all hours worked and to pay
2 employees the accurate amount of overtime, especially since the “off the clock” work was not
3 factored into the equation. Furthermore, any incentive payments and/or bonus payments were
4 not factored into employees’ regular rate of pay for purposes of deciphering the correct
5 overtime rate of pay. In addition, any bonus and/or incentive payments were not factored into
6 the correct meal and rest break premium pay per *Ferra v. Loews Hollywood Hotel, LLC*
7 (2021) 11 Cal. 5th 858, 863.

8 22. GLATT failed to provide all compliant meal periods and authorize and permit
9 all compliant rest periods to which Campos and the other Class Members were entitled.
10 Campos and other Class Members were entitled to take off-duty, uninterrupted 30-minute
11 meal periods before the fifth and tenth hours of work and to take uninterrupted 10-minute rest
12 periods for every four hours or major fraction thereof worked. Campos would not be able to
13 take timely, uninterrupted meal periods before the 5th or 10th hour worked. On information
14 and belief, GLATT did not keep track of Campos’s and the Class Members’ meal periods. Per
15 *Donohue v. AMN Services, LLC*, (2021) 11 Cal.5th 58, where time records do not facially
16 show an employee took a compliant meal period, a rebuttable presumption arises that the
17 employer failed to provide it, giving rise to a meal period violation. Receiving a thirty-minute
18 uninterrupted meal break was not part of the company culture and was not enforced by
19 GLATT. It was the normal practice and custom of GLATT not to authorize, permit, and
20 enforce statutory meal periods. In fact, Campos never received any meal breaks whatsoever,
21 despite his shifts being longer than 5 hours. Furthermore, there was no meal break waiver
22 signed and there was no agreement to waive meal breaks. Similarly, Campos and the other
23 Class Members were not able to take their two 10-minute rest breaks. Like the meal periods, it
24 was not company policy and not part of the company culture for employees such as Campos
25 and others to take rest breaks. As such, the culture at GLATT did not lend itself to the
26 employees receiving statutory breaks wherein they were relieved of all work duties. On
27 information and belief, GLATT did not provide premium wages for these meal and rest break
28 violations; if GLATT did provide premium wages, they were not paid at the correct rate, as

1 explained above.

2 23. GLATT failed to reimburse Campos and the other Class Members for business
3 expenses they incurred in direct consequence of the discharge of their duties. GLATT required
4 Campos and the Class Members to purchase uniform items and use their own personal cell
5 phones to communicate with management concerning work matters. During his employment,
6 GLATT required Campos to purchase a helmet, as well as a special vest, special gloves, and
7 boots for horse riding. GLATT and his management team, including supervisor Melissa
8 Saldana also contacted Campos and the other Class Members on their personal mobile phones
9 regarding work matters. However, GLATT did not provide Campos and the others with
10 mobile phones and did not reimburse Campos and the other Class Members for their uniform
11 and mobile phone expenses. Accordingly, GLATT was in violation of California Labor Code
12 sections 2800 and 2802.

13 24. GLATT failed to pay its employees all wages due to them within any time
14 period specified by California Labor Code section 204, including the minimum wages and
15 overtime as described above as well as meal/rest break premiums.

16 25. GLATT did not provide Campos and other Class Members accurate, itemized
17 wage statements. Wage statements must include, among other things, total hours worked by
18 the employee. Labor Code § 226(a)(2). GLATT issued wage statements that inaccurately
19 reflected total hours worked, gross and net wages earned, and the number of hours worked at
20 each hourly rate because of GLATT's failure to properly pay wages as explained herein. Labor
21 Code §§ 226(a)(1), (2), (5), (9). GLATT' failure to maintain accurate records as to the hours
22 worked daily by employees also constitutes a violation of Labor Code section 1174(d).

23 26. GLATT failed to separately compensate Campos and all of the other Class
24 Members for rest and recovery periods and other nonproductive time in violation of Labor
25 Code section 226.2. GLATT failed to provide Campos and all of the other Class Members
26 with statements of the total hours of compensable rest and recovery periods, the rate of
27 compensation, and the gross and net wages paid for those activities during the pay period.

28 27. Finally, because GLATT did not properly pay all wages earned as explained

1 herein, GLATT also failed to pay final wages owed to Campos and other Class Members in
2 violation of Labor Code section 203. These earned but unpaid wages include minimum wages
3 and compensation for all hours worked, overtime compensation, premium pay for missed meal
4 and rest breaks, and business expense reimbursement, among others.

5 28. Moreover, GLATT failed to provide paid sick leave and/or correctly calculated
6 sick leave wages to Campos and the other Class Members and failed to provide Campos and
7 all of the other Class Members with statements of sick leave available, or paid time off in lieu
8 of sick leave, in violation of Labor Code sections 233 and 246.

9 29. GLATT has also violated Labor Code section 558 and engaged in business
10 practices which violate Business and Professions Code Section 17200.

11 30. For the reasons stated herein, Plaintiff alleges that as a result of Defendant's
12 unlawful practices and policies, Plaintiff and the Class Members were:

- 13 A. Not provided with all off duty meal periods;
- 14 B. Not authorized and permitted to take all rest break periods;
- 15 C. Not paid one hour's pay for each workday in which Defendant failed to
16 authorize and permit them to take one or more timely rest periods;
- 17 D. Not paid one hour's pay for each workday in which Defendant failed to
18 provide them with one or more timely meal periods;
- 19 E. Not paid all wages earned, including, but not limited to, minimum,
20 regular, overtime, and doubletime wages for work performed while clocked out;
- 21 F. Not indemnified for all necessary business expenditures incurred during
22 the discharge of their duties;
- 23 G. Not provided with accurate and complete wage statements;
- 24 H. Not provided with statements of sick leave available; and
- 25 I. Not timely paid all earned and unpaid wages during employment and at
26 the time their employment ended.

27 ///

28 ///

FIRST CAUSE OF ACTION
FAILURE TO PAY ALL WAGES EARNED FOR ALL HOURS WORKED
AT THE CORRECT RATES OF PAY
(Lab. Code §§ 510, 1194, 1197, and 1198)
(By Plaintiff, on behalf of himself and the Class, against all Defendants)

31. Plaintiff incorporates all paragraphs of the Complaint as if fully alleged herein.

32. At all relevant times, Plaintiff and the Class Members have been employees of Defendant and entitled to the benefits and protections of California Labor Code §§ 510, 1194, 1197, and 1198, and the Wage Order.

33. Section 2(H) of the Wage Order defines “hours worked” as “the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.”

34. Section 3 of the Wage Order states:

(A) Daily Overtime - General Provisions

(1) The following overtime provisions are applicable to employees 18 years of age or over and to employees 16 or 17 years of age who are not required by law to attend school and are not otherwise prohibited by law from engaging in the subject work. Such employees shall not be employed more than eight (8) hours in any workday or more than 40 hours in any workweek unless the employee receives one and one-half (1 ½) times such employee’s regular rate of pay for all hours worked over 40 hours in the workweek. Eight (8) hours of labor constitutes a day’s work. Employment beyond eight (8) hours in any workday or more than six (6) days in any workweek is permissible provided the employee is compensated for such overtime at not less than:

(a) One and one-half (1 ½) times the employee’s regular rate of pay for all hours worked in excess of eight (8) hours up to and including 12 hours in any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek.

(b) Double the employee’s regular rate of pay for

all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day of work in a workweek.

(c) The overtime rate of compensation required to be paid to a nonexempt full-time salaried employee shall be computed by using the employee's regular hourly salary as one-fortieth (1/40) of the employee's weekly salary.

35. Section 4 of the Wage Order requires an employer to pay non-exempt employees at least the minimum wage set forth therein for all hours worked, which consist of all hours that an employer has actual or constructive knowledge that employees are working.

36. Labor Code section 510 states:

Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee. Nothing in this section requires an employer to combine more than one rate of overtime compensation in order to calculate the amount to be paid to an employee for any hour of overtime work.

37. California Labor Code § 1194 invalidates any agreement between an employer and an employee to work for less than the minimum wage required under the applicable Wage Order.

38. California Labor Code § 1197 makes it unlawful for an employer to pay an employee less than the minimum wage required under the applicable Wage Order for all hours worked during a payroll period.

39. California Labor Code § 1198 makes it unlawful for an employer to employ an employee under conditions that violate the Wage Order.

40. In conjunction, these provisions of the California Labor Code require employers to pay non-exempt employees no less than their agreed-upon or statutorily mandated wage rates for all hours worked, including unrecorded hours when the employer knew or reasonably should

1 have known that employees were working during those hours. (*See Morillion v. Royal Packing*
2 *Co.* (2000) 22 Cal.4th 575, 585.)

3 41. With respect to overtime wages, the regular rate of pay under California law
4 must include “all remuneration for employment paid to, on behalf of, the employee.” O.L.
5 2002.06.14 (quoting 29 U.S.C. § 207E). This requirement includes, but is not limited to
6 bonuses. *See, e.g., Huntington Memorial Hosp. v. Superior Court* (2005) 131 Cal. App. 4th 893,
7 904–05. Bonuses must be included in the regular rate whether they are the sole source of the
8 employee’s compensation or are in addition to a guaranteed salary or hourly rate. 29 C.F.R. §§
9 778.117, 778.208. *See Oliver v. Mercy Med. Ctr., Inc.* (9th Cir. 1982) 695 F.2d 379.

10 42. As described above, at all relevant times during the applicable limitations
11 period, Defendant failed to compensate Plaintiff and the Class Members for all hours worked,
12 including, but not limited to minimum, regular, overtime and doubletime wages for all
13 minimum, regular, overtime and doubletime hours, respectively, that they worked at the
14 correct rates of pay.

15 43. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
16 Defendant maintained a policy and/or practice, or lack thereof, which resulted in Defendant’s
17 failure to compensate Plaintiff and the other Class Members for all hours worked at the correct
18 rates of pay as required by California law.

19 **A. FAILURE TO PROVIDE SICK LEAVE**

20 44. Labor Code section 233 states
21 Any employer who provides sick leave for employees shall permit an employee
22 to use in any calendar year the employee’s accrued and available sick leave
23 entitlement, in an amount not less than the sick leave that would be accrued
24 during six months at the employee’s then current rate of entitlement, for the
25 reasons specified in subdivision (a) of Section 246.5.

26 45. Labor Code section 246(a)(1) states
27 An employee who, on or after July 1, 2015, works in California for the same
28 employer for 30 or more days within a year from the commencement of
employment is entitled to paid sick days as specified in this section.

46. Labor Code section 246.5 states
(a) Upon the oral or written request of an employee, an employer
shall provide paid sick days for the following purposes:

(1) Diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member.

...

(c) (1) An employer shall not deny an employee the right to use accrued sick days ...

47. The Defendant failed to provide Plaintiff and the Class Members with paid sick leave.

48. Plaintiff is informed and believes and thereon alleges that, at all relevant times, Defendant maintained a policy and/or practice, or lack thereof, which resulted in Defendant's failure to pay Plaintiff and the other Class Members sick leave as required by California law.

SECOND CAUSE OF ACTION

FAILURE TO PROVIDE REST BREAKS

(Lab. Code §§ 226.7 and 1198)

(By Plaintiff, on behalf of himself and the Class, against all Defendants)

49. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

50. At all relevant times during the applicable limitations period, Plaintiff and the Class Members have been employees of Defendant and entitled to the benefits and protections of California Labor Code §§ 226.7 and 1198, and the Wage Order.

51. In relevant part, Labor Code § 1198 states,
"The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful."

52. In relevant part, Section 12 of the Wage Order states:

Rest Periods:

(A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate often (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for

employees whose total daily work time is less than three and one-half (3 1/2) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.

(B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each work day that the rest period is not provided.

53. In addition, Labor Code Section 226.7 states

(b) An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.

(c) If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.

54. Pursuant to the Wage Order, Plaintiff and the Class Members were entitled to be provided with net rest breaks of at least ten minutes for each four-hour period of work, or major fraction thereof.

55. Defendant intentionally failed to authorize and permit Plaintiff and the Class Members to take all 10-minute rest periods free from any work duties in accordance with the Wage Order.

56. At all relevant times, Defendant failed to authorize and permit Plaintiff and the Class Members to take all timely rest periods. Furthermore, Defendant failed to pay premium wages to Plaintiff and the Class Members for days on which they failed to authorize and permit Plaintiff and the other Class Members to take timely rest periods.

57. At all relevant times, Defendant failed to authorize and permit Plaintiff and the Class Members to take ten-minute, paid, duty-free rest breaks every four hours worked or

1 major fraction thereof. Defendant did not seek an exemption from the rest period protections
2 of the Wage Order from the California Division of Labor Standards Enforcement. Moreover,
3 Defendant failed to pay Plaintiff and the Class Members premium wages on workdays they
4 failed to authorize and permit them to take 10-minute rest periods every four hours worked or
5 major fraction thereof.

6 58. Plaintiff is informed and believes and thereon alleges that, at all relevant times
7 within the applicable limitations period, Defendant had a policy, practice, or a lack of a policy
8 which resulted in Defendant not authorizing and permitting Plaintiff and the Class Members to
9 take all rest breaks required by California law.

10 59. Defendant failed to provide Plaintiff with all required rest breaks in
11 accordance with the Wage Order. Plaintiff is informed and believes and thereon alleges that, at
12 relevant times within the applicable limitations period, Defendant had a policy, practice, or a
13 lack of a policy which resulted in Defendant not providing the Class Members with all rest
14 breaks required by California law.

15 60. Defendant failed to pay Plaintiff the additional wages required by California
16 Labor Code § 226.7 for all rest breaks not provided to him. Plaintiff is informed and believes
17 and thereon alleges that, at relevant times within the applicable limitations period, Defendant
18 has maintained a policy, practice, or a lack of a policy which resulted in Defendant not
19 providing the Class Members with additional wages for all rest breaks not provided to them as
20 required by California Labor Code § 226.7.

21 61. As a result of Defendant's unlawful conduct, Plaintiff and the Class Members
22 have suffered damages in amounts subject to proof to the extent they were not paid additional
23 wages owed for all rest breaks not provided to them.

24 62. By reason of the above, Plaintiff and the Class Members are entitled to
25 premium wages for workdays in which one or more rest breaks were not provided to them
26 pursuant to California Labor Code § 226.7.

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employee's regular rate of compensation for each workday that the meal period is not provided.

68. In relevant part, California Labor Code § 226.7 states:

(b) An employer shall not require an employee to work during a meal or rest period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.

(c) If an employer fails to provide an employee a meal period or rest period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.

69. Pursuant to California Labor Code § 512 and the Wage Order, Plaintiff and the Class Members were entitled to be provided with uninterrupted meal periods of at least 30 minutes for each day they worked five or more hours. Pursuant to California Labor Code § 512, they were also entitled to a second 30-minute meal period when they worked more than ten (10) hours in a workday.

70. As described above, Defendant intentionally failed to provide Plaintiff and the Class Members with all required 30-minute duty free meal periods in accordance with the Wage Order. Furthermore, Defendant failed to pay premium wages for days on which they failed to provide Plaintiff and the other Class Members with timely meal periods.

71. Plaintiff is informed and believes and thereon alleges that, at all relevant times within the applicable limitations period, Defendant had a policy, practice, or a lack of a policy which resulted in Defendant not providing the and the Class Members with all timely and off-duty meal periods required by California law.

72. As a result of Defendant's unlawful conduct, Plaintiff and the Class Members have suffered damages in amounts subject to proof to the extent they were not paid additional

1 wages owed for all meal periods not provided to them.

2 73. By reason of the above, Plaintiff and the Class Members are entitled to
3 premium wages for workdays in which one or more meal periods were not provided to them
4 pursuant to California Labor Code § 226.7.

5 **FOURTH CAUSE OF ACTION**

6 **FAILURE TO INDEMNIFY**

7 **(Lab. Code §§ 1198 & 2802)**

8 **(By Plaintiff, on behalf of himself and the Class, against all Defendants)**

9 74. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

10 75. At all relevant times, Plaintiff and the Class Members were employees of
11 Defendant and entitled to the benefits and protections of the California Labor Code §§ 1198 and
12 2802, and the Wage Order.

13 76. In pertinent part, California Labor Code § 2802(a) states: “An employer shall
14 indemnify his or her employee[s] for all necessary expenditures incurred by the employee in
15 direct consequence of the discharge of his or her duties.” Additionally, the Wage Order states,

16
17 (A) When uniforms are required by the employer to be worn by the employee as
18 a condition of employment, such uniforms shall be provided and maintained by
the employer.

19 ...

20 (B) When tools or equipment are required by the employer or are necessary to
21 the performance of a job, such tools and equipment shall be provided and
22 maintained by the employer, except that an employee whose wages are at least
23 two (2) times the minimum wage provided herein may be required to provide
and maintain hand tools and equipment customarily required by the particular
trade or craft in conformity with Labor Code Section 2802.

24 Wage Order, § 9(A) and (B).

25 77. California Labor Code § 1198 prohibits employers from employing their
26 employees under conditions prohibited by the Wage Order.

27 78. As described above, at all relevant times, Defendant required Plaintiff and the
28 Class Members to incur certain business expenses in the course of performing their duties,

1 including but not limited to uniform items and use of their own personal mobile phones.
2 However, Defendant did not provide these items and did not reimburse Plaintiff and the Class
3 Members for these business expenses.

4 79. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
5 Defendant has maintained a policy, practice, or a lack of a policy which resulted in Defendant's
6 failure to indemnify Plaintiff and the Class Members for the reasonable expenses they incurred
7 during the course of performing their duties.

8 80. Accordingly, with respect to this cause of action, on behalf of himself and the
9 Class Members, Plaintiff prays for the above stated relief, costs, and all reasonable attorneys'
10 fees pursuant to Labor Code § 2802(c) and as otherwise permitted by law.

11 **FIFTH CAUSE OF ACTION**

12 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

13 **(California Labor Code Section 226)**

14 **(By Plaintiff, on behalf of himself and the Class, against all Defendants)**

15 81. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

16 82. Pursuant to California Labor Code § 226(a), Plaintiff and the Class Members
17 were entitled to receive, semi-monthly or at the time of each payment of wages, an accurate
18 itemized statement showing:

19 A. Gross wages earned;

20 B. Total hours worked by the employee, except for any employee whose
21 compensation is solely based on a salary and who is exempt from payment of overtime under
22 subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission;

23 C. The number of piece rate units earned and any applicable piece rate if the
24 employee is paid on a piece-rate basis;

25 D. All deductions, provided that all deductions made on written orders of the
26 Employee may be aggregated and shown as one item;

27 E. Net wages earned;

28 F. The inclusive dates of the period for which the employee is paid;

1 G. The name of the employee and his or her social security number, except
2 that by January 1, 2008, only the last four digits of his or her social security number or an
3 employee identification number other than a social security number may be shown on the
4 itemized statement;

5 H. The name and address of the legal entity that is the employer; and

6 I. All applicable hourly rates in effect during the pay period and the
7 corresponding number of hours worked at each hourly rate by the employee.

8 83. Pursuant to California Labor Code § 226, an employee is deemed to suffer
9 injury if the employer fails to provide a wage statement. Also, an employee is deemed to
10 suffer injury if the employer fails to provide accurate and complete information as required by
11 California Labor Code § 226(a) and the employee cannot “promptly and easily determine”
12 from the wage statement alone one or more of the following:

13 A. The amount of the gross wages or net wages paid to the employee during
14 the pay period or any of the other information required to be provided on the itemized wage
15 statement pursuant to California Labor Code § 226(a);

16 B. Which deductions the employer made from gross wages to determine the
17 net wages paid to the employee during the pay period;

18 C. The name and address of the employer and, if the employer is a farm
19 labor contractor, as defined in subdivision (b) of Section 1682 of the California Labor Code, the
20 name and address of the legal entity that secured the services of the employer during the pay
21 period;

22 D. The name of the employee and only the last four digits of his or her social
23 security number or an employee identification number other than a social security number; and

24 E. The number of piece-rate units earned and the piece rate.

25 84. “Promptly and easily determine,” as stated in California Labor Code § 226(e),
26 means a reasonable person would be able to readily ascertain the information without
27 reference to other documents or information.

28 85. As alleged herein, at all relevant times during the applicable limitations period,

1 Defendant violated California Labor Code section 226 because they did not properly and
2 accurately itemize each employee's gross wages earned, net wages earned, the total hours
3 worked, the corresponding number of hours worked at each rate by the employee and other
4 requirements of California Labor Code section 226. Defendant failed to state in the wage
5 statements they issued to Plaintiff and the other Class Members all their hours worked and
6 wages earned, including, but not limited to, regular and overtime wages for work they
7 performed off-the-clock after clocking-out (as described above). Defendant knowingly and
8 intentionally did not issue either as a detachable part of the check, draft, or voucher paying the
9 employee's wages, or separately if wages are paid by personal check or cash, statements to
10 Plaintiff and the Class Members that state all overtime wages earned, all minimum wages
11 earned, all regular wages earned, all meal period premium wages earned, all rest break
12 premium wages earned, gross wages earned, net wages earned, all hourly rates, and all hours
13 worked at each rate of pay.

14 86. Defendant's failure to provide Plaintiff and the other Class Members with
15 accurate wage statements was knowing and intentional. Defendant had the ability to provide
16 Plaintiff and the other Class Members with accurate wage statements but intentionally
17 provided wage statements that Defendant knew were not accurate.

18 87. As a result of being provided with inaccurate wage statements by Defendant,
19 Plaintiff and the other Class Members have suffered injury. Their legal rights to receive
20 accurate wage statements were violated and they were misled about the amount of wages they
21 had actually earned and were owed. In addition, the absence of accurate information on their
22 wage statements prevented immediate challenges to Defendant's unlawful pay practices, has
23 required discovery and mathematical computations to determine the amounts of wages owed,
24 has caused difficulty and expense in attempting to reconstruct time and pay records and/or has
25 led to the submission of inaccurate information about wages to state and federal government
26 agencies. Further, Plaintiff and the other Class Members were not able to ascertain from the
27 wage statements whether Defendant complied with their obligations under California Labor
28 Code section 226(a).

1 88. Pursuant to California Labor Code § 226(e), Plaintiff and the class are entitled
2 to recover the greater of actual damages, or penalties of fifty dollars (\$50) for the initial pay
3 period in which a violation of California Labor Code § 226(a) occurred and one hundred
4 dollars for each violation of California Labor Code § 226(a) in a subsequent pay period, not to
5 exceed an aggregate penalty of four thousand dollars (\$4,000) per class member, and are also
6 entitled to an award of costs and reasonable attorneys' fees.

7 **SIXTH CAUSE OF ACTION**
8 **FAILURE TO PAY WAGES OWED EVERY PAY PERIOD**
9 **(Lab. Code §§ 204)**

10 **(By Plaintiff, on behalf of himself and the Class, against all Defendants)**

11 89. Plaintiff incorporates all paragraphs of the Complaint as if fully alleged herein.

12 90. California Labor Code Section 204 establishes the fundamental right of all
13 employees in the State of California to be paid wages in a timely fashion for their work.

14 91. At all times relevant during the liability period, Defendant failed to pay
15 Plaintiff and the Class Members the full amount of all owed wages when due as required by
16 California Labor Code Section 204.

17 92. Defendant failed to pay Plaintiff and the Class Members all wages earned each
18 pay period. Plaintiff is informed, believes, and thereon alleges, that all times relevant during the
19 liability period, Defendant maintained a policy or practice of not paying Plaintiff and the Class
20 Members wages for all hours worked, including overtime hours and premium pay for missed
21 rest breaks and meal breaks.

22 93. As a result of Defendant's unlawful conduct, Plaintiff and the Class Members
23 have suffered damages in an amount, subject to proof, to the extent they were not paid all
24 wages each pay period. The precise amount of unpaid wages is not presently known to Plaintiff
25 but can be determined directly from Defendant's records or indirectly based on information
26 from Defendant's records.

27 94. Under this cause of action, Plaintiff prays for penalties on behalf of himself and
28 Class Members due under the statutes alleged along with any allowable interest, penalties,

1 attorney's fees, and costs according to proof at trial.

2 **SEVENTH CAUSE OF ACTION**

3 **FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS**

4 **(California Labor Code Sections 201-203)**

5 **(By Plaintiff, on behalf of himself and the Class, against all Defendants)**

6 95. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

7 96. At all relevant times during the applicable limitations period, Plaintiff and the
8 Class have been employees of Defendant and entitled to the benefits and protections of
9 California Labor Code §§ 201–203, and the Wage Order.

10 97. Labor Code § 201 provides that all earned and unpaid wages of an employee
11 who is discharged are due and payable immediately at the time of discharge.

12 98. Labor Code § 202 provides that all earned and unpaid wages of an employee
13 who quits after providing at least 72-hours notice before quitting are due and payable at the
14 time of quitting and that all earned and unpaid wages of an employee who quits without
15 providing at least 72-hours notice before quitting are due and payable within 72 hours.

16 99. Labor Code § 203 provides that the wages of an employee continue on a daily
17 basis as a penalty for up to 30 days where an employer willfully fails to timely pay earned and
18 unpaid wages to the employee in accordance with Labor Code § 201 or § 202.

19 100. Defendant failed to pay Plaintiff and all of the other Class Members whose
20 employment ended all of the earned but unpaid wages described above by the conclusion of
21 their employment with Defendant, including minimum wages, regular wages, overtime wages,
22 unprovided meal period premium wages, and unprovided rest break premium wages.
23 Additionally, the Defendant failed to issue to Plaintiff and all of the other Class members
24 whose employment ended their final paychecks within the required time periods.

25 101. By failing to pay such earned wages to Plaintiff and the Class Members,
26 Defendant failed to timely pay them all earned and unpaid wages in violation of Labor Code §
27 201 or § 202.

28 102. Plaintiff is informed and believes that Defendant's failures to timely pay

1 Plaintiff and the Class Members all of their earned and unpaid wages (described above) have
2 been willful in that, at all relevant times, Defendant has deliberately maintained policies and
3 practices that violate the requirements of the Labor Code and the Wage Order, even though at
4 all relevant times, they have had the ability to comply with those legal requirements.

5 103. Pursuant to Labor Code § 203, Plaintiff seeks waiting time penalties on behalf
6 of himself and the Class, in amounts subject to proof not to exceed 30 days of waiting time
7 penalties for each Class Member.

8 **EIGHTH CAUSE OF ACTION**

9 **CIVIL PENALTIES**

10 **(Lab. Code §§ 2698, *et seq.*)**

11 **(By Plaintiff and the Aggrieved Employees against all Defendants)**

12 104. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

13 105. The “Aggrieved Employees” are all members of the Class defined above who
14 Defendant employed during the period beginning October 28, 2023 and ending on the date that
15 final judgment is entered in this action.

16 106. Labor Code section 1174, which also pertains to recordkeeping, states:

17 Every person employing labor in this state shall

18 ...

19 (c) Keep a record showing the names and addresses of all employees employed
and the ages of all minors.

20 (d) Keep, at a central location in the state or at the plants or establishments at
21 which employees are employed, payroll records showing the hours worked
22 daily by and the wages paid to, and the number of piece-rate units earned by
23 and any applicable piece rate paid to, employees employed at the respective
24 plants or establishments. These records shall be kept in accordance with rules
25 established for this purpose by the commission, but in any case shall be kept on
file for not less than three years. An employer shall not prohibit an employee
from maintaining a personal record of hours worked, or, if paid on a piece-rate
basis, piece-rate units earned.

26 107. Defendant failed to compensate Plaintiff and all of the other Aggrieved
27 Employees for all hours worked at the correct rates of pay, including all minimum wages
28 earned, all regular wages earned, all overtime wages earned, all doubletime wages earned, all

1 meal period premium wages earned, all rest break premium wages earned, gross wages earned,
2 net wages earned, and related compensation. As a result, Defendant has failed to accurately
3 maintain all records required by section 1174 and the Wage Order, including but not limited to
4 Plaintiff and all of the other Aggrieved Employees' total hours worked, total wages paid, and
5 applicable hourly rates during each payroll period.

6 108. Labor Code § 246(i) states,

7 An employer shall provide an employee with written notice that sets forth the
8 amount of paid sick leave available, or paid time off leave an employer
9 provides in lieu of sick leave, for use on either the employee's itemized wage
statement described in Section 226 or in a separate writing provided on the
designated pay date with the employee's payment of wages.

10 109. Defendant failed to provide Plaintiff and all of the other Aggrieved Employees
11 with an itemized wage statement or separate writing that set forth the amount of paid sick
12 leave available.

13 110. During the applicable time period, Defendant violated California Labor Code
14 §§ 201, 202, 203, 204, 226, 226.2, 226.7, 233, 246, 246.5, 510, 512, 558, 558.1, 1174, 1194,
15 1197, 1198, and 2802.

16 111. California Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on
17 behalf of themselves and other current or former employees, to bring a civil action to recover
18 civil penalties pursuant to the procedures specified in California Labor Code § 2699.3.

19 112. Pursuant to California Labor Code §§ 2699(a) and (f), Plaintiff and the Class
20 Members are entitled to recover civil penalties for each of the Defendant's violations of
21 California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 233, 246, 510, 512, 558, 558.1, 1174,
22 1194, 1197, 1198, and 2802 during the applicable limitations period in the following amounts:

23 A. For violations of California Labor Code § 204, one hundred dollars
24 (\$100.00) for each Aggrieved Employee for each initial violation and two hundred dollars
25 (\$200.00) for each Aggrieved Employee for each subsequent violation (penalty amounts
26 established by California Labor Code § 210).

27 B. For violations of California Labor Code § 226(a), two hundred fifty
28 dollars (\$250.00) for each Aggrieved Employee for initial violation and one thousand dollars

1 (\$1,000.00) for each Aggrieved Employee for each subsequent violation (penalty amounts
2 established by California Labor Code § 226.3).

3 C. For violations of California Labor Code §§ 510, 512, and 558.1, fifty
4 dollars (\$50.00) for each Aggrieved Employee for initial violation and one hundred dollars
5 (\$100.00) for each Aggrieved Employee for each subsequent violation (penalty amounts
6 established by California Labor Code § 558).

7 D. For violations of California Labor Code § 1174, five hundred dollars
8 (\$500.00) for each Aggrieved Employee for each violation (penalty amounts established by
9 California Labor Code § 1174.5).

10 E. For violations of California Labor Code § 1197, one hundred dollars
11 (\$100.00) for each Aggrieved Employee for each initial and intentional violation and two
12 hundred fifty dollars (\$250.00) for each Aggrieved Employee for each subsequent violation,
13 per pay period (regardless of whether the initial violations were intentionally committed)
14 (penalty amounts established by California Labor Code § 1197.1).

15 F. For violations of California Labor Code §§ 201, 202, 203, 226.7, 233,
16 246, 1194, 1198, and 2802, one hundred dollars (\$100.00) for each Aggrieved Employee per
17 pay period for each initial violation and two hundred dollars (\$200.00) for each Aggrieved
18 Employee per pay period for each subsequent violation (penalty amounts established by
19 California Labor Code § 2699(f)(2)).

20 113. Plaintiff has complied with the procedures for bringing suit specified in
21 California Labor Code § 2699.3. By letter dated October 28, 2024, Plaintiff filed written notice
22 online with the Labor and Workforce Development Agency (“LWDA”) and gave written notice
23 by certified mail to Defendant of the specific provisions of the California Labor Code alleged
24 to have been violated, including the facts and theories to support the alleged violations. Plaintiff
25 accompanied his LWDA notice with a fee in the amount of \$75.00. The LWDA has failed to
26 take action in response within 65 calendar days of the date of Plaintiff’s notice, but Plaintiff
27 anticipates that the LWDA will provide written notice to Plaintiff informing him that it does
28 not intend to investigate these allegations.

1 114. Pursuant to California Labor Code § 2699(g), Plaintiff and the Aggrieved
2 Employees are entitled to an award of civil penalties and reasonable attorney's fees and costs in
3 connection with their claims for civil penalties.

4 **NINTH CAUSE OF ACTION**

5 **UNFAIR COMPETITION**

6 **(Bus. & Prof. Code §§ 17200, *et seq.*)**

7 **(By Plaintiff, on behalf of himself and the Class, against all Defendants)**

8 115. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

9 116. At all relevant times during the applicable limitations period, Plaintiff and the
10 Class Members have been employees of Defendant and entitled to the benefits and protections
11 of the Business and Professions Code §§ 17200, *et seq.*

12 117. The unlawful conduct of Defendant alleged herein amounts to and constitutes
13 unfair competition within the meaning of California Business & Professions Code §§ 17200,
14 *et seq.* Due to their unfair and unlawful business practices alleged herein, Defendant has
15 unfairly gained a competitive advantage over other comparable companies doing business in
16 California that comply with their legal obligations to compensate employees for all earned
17 wages.

18 118. As a result of Defendant's unfair competition as alleged herein, Plaintiff and
19 the Class Members have suffered injuries in fact and lost money or property. Plaintiff and the
20 Class Members were deprived of minimum wages, regular wages, overtime wages, missed
21 meal period premium wages, missed rest period premium wages, mobile phone and other
22 expenses, and comparable money and property.

23 119. Pursuant to California Business & Professions Code § 17203, Plaintiff and the
24 Class Members are entitled to restitution of all monies rightfully belonging to them that
25 Defendant did not pay them or otherwise retained by means of their unlawful and unfair
26 business practices.

27 120. Plaintiff and the Class Members are entitled to reasonable attorneys' fees in
28 connection with their unfair competition claims pursuant to California Code of Civil

1 Procedure § 1021.5, the substantial benefit doctrine and/or the common fund doctrine.

2 **V. PRAYER FOR RELIEF**

3 121. WHEREFORE, Plaintiff, on behalf of himself and the Class Members, prays
4 for relief and judgment against Defendant as follows:

5 A. An order that the action be certified as a class action with respect to
6 Plaintiff's claims for violations of California law;

7 B. An order that Plaintiff be appointed class representative;

8 C. An order that counsel for Plaintiff be appointed class counsel;

9 D. Unpaid wages, including minimum, regular, overtime, double-time, split
10 shift, vacation, missed meal period, missed rest period, nonproductive time, rest and recovery
11 time, and reporting time wages;

12 E. Liquidated damages;

13 F. Statutory penalties, including waiting time penalties;

14 G. Civil penalties;

15 H. Restitution;

16 I. Declaratory relief;

17 J. Actual damages;

18 K. Pre-judgment interest;

19 L. Costs of suit;

20 M. Reasonable attorneys' fees; and

21 N. Such other relief as the Court deems just and proper.

22 **VI. DEMAND FOR JURY TRIAL**

23 Plaintiff, on behalf of himself and all other Class Members, hereby demands a jury trial
24 on all issues so triable.

25 Dated: March 27, 2025

MM LAW, APC

26 By Maralle Messrelian

27 Maralle Messrelian, Esq.

28 Attorneys for Plaintiff, HUMBERTO
BELTRAN CAMPOS, and all others
similarly situated

EXHIBIT 4

ILYM | GROUP, Inc.

C L A S S A C T I O N A D M I N I S T R A T I O N

Case Name: Humberto Beltran Campos/Glatt

Monday, June 23, 2025

Requesting Attorney:

Maralle Messrelan, Esq.
MM Law, APC
maralle@mmlawapc.com
818.810.7747

ILYM Group Contact:

Lisa Mullins
ILYM Group, Inc.
Lisa@ilymgroup.com
714.878.8836

Estimate For Administrative Solutions

KEY ASSUMPTIONS	
Total Number of Class Members	89
Estimated Percentage of Remails	15%
Certified Spanish Translation	Yes
Post Order to ILYM's Website	Yes
Case Duration (Years)	1

Summary of ILYM Group, Inc.'s Fees & Expenses

Case Startup:	\$325.00
Project Management:	\$1,945.00
Notification & Mailing:	\$340.43
Distribution (Includes EIN, Bank Acct * /QSF Setup):	\$2,324.57
Case Conclusion:	\$1,015.00

Estimated ILYM Fees & Expenses: \$5,950.00

ILYM | GROUP, Inc.

CLASS ACTION ADMINISTRATION

Case Name: Humberto Beltran Campos/Glatt

Monday, June 23, 2025

Requesting Attorney's Name: Maralle Messrelian, Esq.

Activity	Rate Type	Unit Cost	Volume	Amount
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CASE STARTUP				
Initial Setup - Import and Formatting of Data*	Hourly	\$150.00	1	\$150.00
Programming of Class Database	Hourly	\$175.00	1	\$175.00

**ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ \$150.00 per hour.*

Subtotal \$325.00

PROJECT MANAGEMENT				
Project Manager (Case notification and maintenance)	Hourly	\$120.00	3	\$360.00
Staff Hours for Processing Returned Mail	Hourly	\$70.00	1	\$70.00
Staff Hours for Processing Opt-Outs, Disputes & Objection(s)	Hourly	\$70.00	1	\$70.00
Report Processing	Hourly	\$70.00	1	\$70.00
Certified Spanish Translation	Flat Fee	\$1,250.00	1	\$1,250.00
NCOA	Flat Rate	\$50.00	1	\$50.00
Toll Free Customer Service Representative	Flat Fee	\$75.00	1	\$75.00
Weekly Reports	Flat Rate	\$750.00	1	Waived

Subtotal \$1,945.00

NOTIFICATION & MAILING				
Fulfillment of Notice, English and Spanish	Per Piece	\$1.50	89	\$133.50
USPS First Class Postage	Per Piece	\$0.80	89	\$71.20
Re-Mails (Forward/Skip trace Undeliverables)	Per Piece	\$2.00	13	\$26.70
Storage, Photocopies, Deliveries	Flat Fee	\$109.03	1	\$109.03

Subtotal \$340.43

ILYM | GROUP, Inc.

CLASS ACTION ADMINISTRATION

Case Name: Humberto Beltran Campos/Glatt

Monday, June 23, 2025

Requesting Attorney's Name: Maralle Messrelian, Esq.

Activity	Rate Type	Unit Cost	Volume	Amount
DISTRIBUTION (Includes EIN, Bank Acct * /QSF Setup)				
Distribution Setup & Management	Hourly	\$150.00	1	\$150.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	1	\$125.00
Check, Stub & Release - Print & Mail (W2/1099)	Per Check	\$1.00	89	\$89.00
USPS First Class Postage	Per Piece	\$0.70	89	\$62.30
Re-Mails (Forward/Skip trace Undeliverables up to 10%)	Per Piece	\$1.50	9	\$13.35
Reminder Postcard for Uncashed Checks	Per Piece	\$0.80	31	\$24.92
Preparation of Taxes	Hourly	\$120.00	3	\$360.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

**Additional Bank fees may apply*

Subtotal \$2,324.57

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	1	\$100.00
Project Manager Final Reporting	Hourly	\$120.00	2	\$240.00
Process Unclaimed Funds to the State	Flat Fee	\$550.00	1	\$550.00
Declaration	Hourly	\$125.00	1	\$125.00

Subtotal \$1,015.00

Estimated ILYM Fees & Expenses: \$5,950.00

ILYM Group's Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

Services: Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.

Mailing and Data Conversion: ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates.

Charges for Services: Charges to the Client for services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to ILYM. Actual fees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

Indemnification: Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred by ILYM, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by ILYM in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by ILYM pursuant to Client's instructions.

Payment of Charges: ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of the case. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms provide that ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the Settlement Account is funded by, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.

Confidentiality: ILYM maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.

Data Rights: ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.

Document Retention: Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.

Limitation of damages: ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of ILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.

Termination: The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.

Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the permissible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

Force Majeure: To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

Waiver of Rights: No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.

Jurisdiction: The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

Entire Agreement: These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.

EXHIBIT 5



CLASS ACTION ADMINISTRATION SOLUTIONS

June 24, 2025

Case: Campos v. Glatt, Opt-Out Administration

Phoenix Contact: Michael E. Moore
Contact Number: 949.331.0131
Email: mike@phoenixclassaction.com

CASE ASSUMPTIONS

Class Members	89
Opt Out Rate	1%
Opt Outs Received	3
Total Class Claimants	86
Subtotal Admin Only	\$6,066.61

Flat Fee Total \$6,000.00

For 89 Class Members

Pricing Good for Scope of Estimate Only

All Aspects of Escheating to the State of CA Included

Language Translation, Printing & Mailing Included

Assumptions and Estimate are based on information provided by counsel. If class size changes, PHX will need to adjust this Estimate accordingly.
Estimate is based on **89** Class Members. Class data **Must** be sent in Microsoft Excel or uploaded in the same format. Class Data Must be sent in one spreadsheet, with no additional programming needed. A rate of \$150 per hour will be charged for any additional analysis or programming. Pricing good for 90 day

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$100.00	1	\$100.00
Programming Database & Setup	\$100.00	1	\$100.00
Toll Free Setup*	\$100.00	1	\$100.00
Call Center & Long Distance	\$2.00	12	\$24.92
NCOA (USPS)	\$15.00	1	\$15.00
Total			\$339.92

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage / Language Translation / Website

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$100.00	2	\$200.00
Language Translation	\$900.00	1	\$900.00
Data Merge & Duplication Scrub	\$0.10	89	\$8.90
Notice Packet & Opt-Out Form	\$1.35	89	\$120.15
Estimated Postage (up to 2 oz.)*	\$0.90	89	\$80.10
Static Website	\$200.00	1	\$200.00
Check Cashing Reminder Postcard	\$0.60	43	\$25.80
Postage Included			
Total			\$1,534.95

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



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables				
Project Action:	Rate	Hours/Units	Line Item	Estimate
Case Associate	\$55.00	1		\$55.00
Skip Tracing Undeliverables	\$1.00	13		\$13.35
Remail Notice Packets	\$1.00	10		\$10.35
Estimated Postage	\$0.90	10		\$9.32
Programming Undeliverables	\$50.00	2		\$100.00
Total				\$188.02

Database Programming / Processing Opt-Outs, Deficiencies or Disputes				
Project Action:	Rate	Hours/Units	Line Item	Estimate
Programming Database	\$150.00	1		\$150.00
Non Opt-Out Processing	\$200.00	1		\$200.00
Case Associate	\$55.00	4		\$220.00
Deficiency & Dispute Letters	\$10.00	0		\$0.00
Case Manager	\$85.00	2		\$170.00
Total				\$740.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks				
Project Action:	Rate	Hours/Units	Line Item	Estimate
Programming Calculations	\$135.00	1		\$135.00
Disbursement Review	\$135.00	1		\$135.00
Programming Manager	\$95.00	1		\$95.00
QSF Bank Account & EIN	\$135.00	1		\$135.00
Check Run Setup & Printing	\$135.00	1		\$135.00
Mail Class Checks *	\$0.90	86		\$77.40
Estimated Postage	\$0.70	86		\$60.20
Total				\$772.60

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing & Instructions for downloading tax forms from PHX secure portal



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations				
Project Action:	Rate	Hours/Units	Line Item	Estimate
Case Supervisor	\$75.00	1		\$75.00
Remail Checks (Postage Included)	\$2.00	18		\$36.12
Case Associate	\$55.00	2		\$110.00
Reconcile Uncashed Checks	\$85.00	4		\$340.00
Conclusion Reports	\$115.00	2		\$230.00
Case Manager Conclusion	\$85.00	2		\$170.00
Final Reporting & Declarations	\$115.00	2		\$230.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting & Escheating to the State of CA Included)	\$1,300.00	1		\$1,300.00
Check to Cy-Pres	\$150.00	1		Included
Total				\$2,491.12

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

Estimate Total: \$6,066.61



CLASS ACTION ADMINISTRATION SOLUTIONS

TERMS AND CONDITIONS

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

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

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

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

Tax Reporting Requirements

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

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

EXHIBIT 6

Estimate Number:	20250624-PJI-04	Prepared By:	Patrick J. Ivie
Estimate Date:	6/24/2025	Telephone Number (mobile):	310.995.6455
Estimate Expiration Date:	9/22/2025	Email:	pivie@simpluris.com

Attorney Contact
Attorney: **Maralle Messrelian, Esq.**
Firm: MM Law APC
Email: maralle@mmlawapc.com

Opposing Counsel Contact
Attorney: **Jamie Gross, Esq.**
Firm: Fisher & Phillips
Email: jgross@fisherphillips.com

**Case Name: Humberto Beltran Campos v. Glatt
Opt-Out Settlement**

Assumptions

In addition to the assumptions enumerated below, this estimate assumes that

- (1) Simpluris will receive data in a single, complete file; (2) there will be no substantial change to class size or in response rate;
- (3) administration costs will be paid from the QSF, and (4) Simpluris will submit revisions to this estimate to account for any material changes to scope.

Class Members:	89	Undeliverable Rate:	10%
Claims Rate:	N/A	Mail Skip Trace Success Rate:	85%
Opt-out Rate:	1%	Call Rate:	4%
Language(s) for Communication	EN/SP	Average Call Length:	4 Minutes
Reminder Mailing:	N/A	Fund Distribution:	Simpluris
Unclaimed Funds:	Escheat	Number of Distributions:	1
State(s):	CA	Tax Year(s):	1
Length of Administration:	9 Months		

Case Setup

- Undertake postings on Simpluris website of key documents as ordered by the Court (e.g. orders and the Settlement Agreement)
- Data compilation: develop case-specific response tracking. No website needed.

Category	Unit Value	# of Units	Total
Project Manager - Case Setup	\$110.00	2	\$220.00
Case Document Web Postings	\$225.00	1	\$225.00
Database Manager - Initial Data Analysis	\$125.00	1	\$125.00
Total:			\$570.00

Notice and Communications

- Spanish Translation of the class Notice
- Assuming 7-page class Notice, sent by First Class US Mail, in English and Spanish

Category	Unit Value	# of Units	Total
Initial Mailed Notice:			
NCOA/CASS/LACS	\$0.14	89	\$12.46
Spanish Translations - assuming 3,500 words	\$0.25	3,500	\$875.00
Bilingual Notice Packet - assuming 14 images	\$5.60	89	\$498.40
Postage	\$0.72	89	\$64.08
Undeliverable Processing and Skip Trace	\$0.32	9	\$2.88
Remail Notice (assuming 85% skip trace success)	\$6.60	8	\$50.49
Remail Postage	\$0.72	8	\$5.51
Mailing Supervisor	\$55.00	1	\$55.00
Reminder Mailed Notice (70% of the class):			
Single Postcard Summary Notice	\$0.18	62	\$11.21
Postage	\$0.59	62	\$36.76
Mailing Supervisor	\$55.00	1	\$55.00
Total:			\$1,666.79

Contact Center

- Establish case-specific toll-free number and 24/7 IVR
- Assuming 4-minute calls

Category	Unit Value	# of Units	Total
IVR Call Center Setup	\$350.00	1	\$350.00
IVR Monthly Maintenance	\$95.00	9 Months	\$855.00
IVR (includes toll-free number charges)	\$15.00	1	\$15.00
Subtotal			\$1,220.00

Administration

- Process incoming class and counsel communications, opt-outs, and objections

Category	Unit Value	# of Units	Total
Database Manager	\$125.00	1	\$125.00
Project Manager	\$110.00	1	\$110.00
Opt-out Processing	\$1.75	1	\$1.56
Reporting to Counsel (hours)	\$100.00	3	\$300.00
Total:			\$536.56

Award Disbursement

- Establish 26 CFR § 1.468B-1 compliant Qualified Settlement Fund ("QSF")
- Disburse award payments and tax documents
- Unclaimed funds will escheat to the unclaimed property fund
- Conduct regular and annual IRS-mandated QSF reporting and reconciliation (one per calendar year)
- Complete all required filings with state and federal tax authorities

Category	Unit Value	# of Units	Total
Disbursement Data Preparation	\$125.00	2	\$250.00
Disbursement Manager - Data Validation	\$90.00	1	\$90.00
Setup Banking Account/QSF	\$675.00	1	\$675.00
QSF Monthly Reconciliation and Maintenance	\$125.00	9	\$1,125.00
Print & Mail Distribution Check and Tax Docs	\$0.60	89	\$53.40
Postage	\$0.72	89	\$64.08
Process Returned Checks (assuming 5%)	\$0.20	5	\$1.00
Skip Trace Search Undeliverable Checks	\$0.12	5	\$0.60
Remail Checks (includes postage)	\$1.70	5	\$8.50
Escheat Uncashed Funds	\$500.00	1	\$500.00
QSF Reporting and Final Declaration	\$500.00	1	\$500.00
QSF Annual Tax Reporting and Reconciliation	\$850.00	1	\$850.00
Distribution Manager	\$90.00	1	\$90.00
Total:			\$4,207.58

Case Completion

- Final audit and review
- Send final declaration and reporting to counsel

Category	Unit Value	# of Units	Total
Data Manager-Final Reporting	\$125.00	1	\$125.00
Clerical-Clean Up Any Misc.	\$45.00	1	\$45.00
Project Manager-Wrap-up Final Issues	\$110.00	1	\$110.00
Total:			\$280.00

Total Estimated Cost of Administration:	\$8,481
Less Client Courtesy Discount:	-\$500
Discounted Total:	\$7,981

Terms and Conditions

All administration services to be provided by Simpluris to Client, are provided subject to the following terms and conditions ("Agreement"):

1. Services: Simpluris agrees to provide Client those services set forth in the Proposal (the "Services") to which these terms and conditions are attached and which has been provided to Client. As compensation for such Services, Client agrees to pay the fees for Services outlined in the Proposal. Simpluris will often take direction from Client's representatives, employees, agents and or professionals (collectively, the "Client Parties") with respect to the Services. The parties agree that Simpluris may rely upon, and Client agrees to be bound by, any direction, advice or information provided by the Client Parties to the same extent as if provided by Client. Client agrees and understands that Simpluris shall not provide Client or any other party with any legal advice.

2. Fee Estimates Not Binding: Simpluris and Client acknowledge that it is difficult to determine all necessary work required for the Services or the total amount of fees that may be incurred in performing the Services. Client agrees that fees for Services described in the Proposal are estimated based on the requirements provided by Client. Actual fees charged by Simpluris may be greater or less than such estimate. Client specifically agrees that it will be responsible for the payment of all such fees. Simpluris will provide estimates and budgets, but they are not intended to be binding; are subject to unforeseen circumstances, and by their nature are inexact.

3. Billing and Payment: Simpluris will invoice Client on a regular basis unless a specific timeframe is otherwise set forth in the Proposal. Client shall pay all invoices within 30 days of receipt. Amounts unpaid after thirty (30) days are subject to a service charge at the rate of 1.5% per month or, if less, the highest rate permitted by law. Services are not provided on a contingency basis and Client shall remain liable to Simpluris for all fees incurred by Simpluris in performing the Services, regardless of any circumstance that impacts the outcome of Client's matter, including but not limited to, court decisions, actions by the parties, or a failure to consummate a settlement.

4. Further Assurances: Client agrees that it will use its best efforts to include provisions reasonably acceptable to Simpluris in any relevant court order, settlement agreement or similar document that provide for the payment of Simpluris' fees and expenses hereunder. No agreement to which Simpluris is not a party shall reduce or limit the full and prompt payment of Simpluris' fees and expenses as set forth herein and in the Proposal.

5. Rights of Ownership: The parties understand that the software programs and other materials furnished Simpluris to Client and/or developed during the course of the performance of Services are the sole property of Simpluris. The term "program" shall include, without limitation, data processing programs, specifications, applications, routines, and documentation. Client agrees not to copy or permit others to copy the source code from the support software or any other programs or materials furnished to Client. Fees and expenses paid by Client do not vest in Client any rights in such property, it being understood that such property is only being made available for Client's use during and in connection with the Services provided by Simpluris.

6. Bank Accounts: Simpluris will establish a demand deposit checking account (i.e. non-interest bearing) for funds received related to a distribution, unless directed otherwise in writing by the parties or unless the settlement agreement stipulates otherwise. Simpluris may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and compensation for services Simpluris performs for financial institutions to be eligible for FDIC deposit insurance. The amounts held pursuant to these Terms and Conditions are at the sole risk of Client and, without limiting the generality of the foregoing, Simpluris shall have no responsibility or liability for any diminution of the fund that may result from any deposit made with a financial institution including any losses resulting from a default by such institution or other credit losses. It is acknowledged and agreed that Simpluris will have acted prudently in depositing the fund at such institution.

7. Retention of Documents & Data: Unless otherwise required in writing by the Client or court orders, all returned/undeliverable physical documents will be securely shredded after the data has been confirmed uploaded to our systems. Simpluris will retain bank and tax documents for such period of time as it determines is required to maintain compliance with various federal and state law requirements. Unless otherwise required in writing by the Client or court orders, Simpluris will adhere to the Company's data deletion policies and will destroy all remaining project-related information from our systems three (3) years after the conclusion of the project. Storage beyond three (3) years is available upon request and will be billed as incurred.

8. Limitation of Liability; Disclaimer of Warranties: Simpluris warrants that it will perform the Services diligently, with competence and reasonable care. In no event will Simpluris be liable to Client or any third party for any claims, losses, costs, penalties, fines, judgments, tax activities, lost profits or business opportunities, business interruptions or delay, special, exemplary, punitive, consequential, indirect or incidental damages relating to the performance of the Services, regardless of whether Client's claim is for breach of contract, tort (including negligence and strict liability) or otherwise, regardless of whether such damage was foreseeable and whether such party has been advised of the possibility of such damages. Simpluris' cumulative liability for damages to Client hereunder will be limited to the total fees charged or chargeable to Client for the particular portion of the Services affected by Simpluris' omission or error. THE WARRANTIES SET FORTH IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

9. Force Majeure: To the extent performance by Simpluris of any of its obligations hereunder is substantially prevented or delayed by reason of any act of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date

that Simpluris began performing Services, epidemic, pandemic, quarantine, civil commotion, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of Law or any action taken by a governmental or public authority, including imposing an export or import restriction, quota, or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation or because of any other matter beyond Simpluris' reasonable control, then Simpluris' performance shall be excused and this Agreement, at Simpluris' option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

10. Rights in Data: Client agrees that it will not obtain, nor does Simpluris convey, any rights of ownership in the programs, system data, or materials provided or used by Simpluris in the performance of the Services.

11. Electronic Communications: During the provision of the Services, the parties may wish to communicate electronically with each other at a business e-mail address. However, the electronic transmission of information cannot be guaranteed to be secure or error free and such information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete or otherwise be adversely affected or unsafe to use. Accordingly, each party agrees to use commercially reasonable procedures to check for the then most commonly known viruses and to check the integrity of data before sending information to the other electronically, but each party recognizes that such procedures cannot be a guarantee that transmissions will be virus free. It remains the responsibility of the party receiving an electronic communication from the other to carry out a virus check on any attachments before launching any documents whether received on disk or otherwise.

12. Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, by, or sent by registered mail, postage prepaid, or overnight courier to the address identified by each Party in the Proposal. Notice shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service. Notice should be addressed to an officer or principal of Client and Simpluris, as the case may be.

13. Waiver: Failure or delay on the part of a party to exercise any right, power or privilege hereunder shall not operate as a waiver thereof or any of other subject, right, power or privilege.

14. Termination: Client may terminate the Services at any time upon 30 days prior written notice to Simpluris. Termination of Services shall in no event relieve Client of its obligation make any payments due and payable to Simpluris for Services rendered up to the effective date of Termination. Simpluris may terminate this Agreement (i) for any reason upon no less than 60 days prior written notice to the Client; or (ii) upon 15 calendar days' prior written notice if the Client is not current in payment of fees.

15. Jurisdiction: These Terms and Conditions will be governed by and construed in accordance with the laws of the state of California, without giving effect to any choice of law principles.

16. Survival: Any remedies for breach of this Agreement, this Section and the following Sections will survive any expiration or termination of this Agreement: Section 4 - Limitation of Liability; Disclaimer of Warranties, Section 6 – Rights in Data, and Section 12- Jurisdiction, 14 -Confidentiality, and Section 15 – Indemnification.

17. Confidentiality: Simpluris maintains reasonable and appropriate safeguards to protect the confidentiality and security of data provided by Client to Simpluris in connection with the Services. If, pursuant to a court order or other proceeding, a third-party requests that Simpluris to disclose any confidential data provided by or for Client, Simpluris will promptly notify the Client unless prohibited by applicable law. Client will then have the option to provide Simpluris with qualified legal representation at Client's expense to defend against such request. If, pursuant to a court order, Simpluris is required to disclose data, produce documents, or otherwise act in contravention of the obligation to maintain confidentiality set forth in these terms and conditions, Simpluris will not be liable for breach of said obligation.

18. Indemnification: Client will indemnify and hold Simpluris (and the officers, employees, affiliates and agents) harmless against any losses whatsoever incurred by Simpluris, arising out of any action by a third party, including governmental agencies, in connection with , or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by Simpluris in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by Simpluris pursuant to Client's instructions.

19. Severability: If any term or condition or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

20. Database Administration: Simpluris' database administration for Client assumes that Client will provide complete data that includes all information required to send notifications and calculate and mail settlement payments. Data must be provided in a complete, consistent, standardized electronic format. Simpluris' standardized format is Microsoft Excel, however, Simpluris may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by Simpluris on a time and materials basis according to Simpluris' Standard Rates.

21. Entire Agreement: These Terms and Conditions together with the Proposal constitutes the entire agreement between the parties with respect of the subject matter hereof and supersede all prior understandings, agreements, or representations by or among the parties, written or oral, to the extent they relate in any way to the subject matter hereof.

EXHIBIT 7