

1 DAVID GLENN SPIVAK (SBN 179684)
david@spivaklaw.com
2 CAROLINE TAHMASSIAN (SBN 285680)
caroline@spivaklaw.com
3 THE SPIVAK LAW FIRM
4 8605 Santa Monica Bl
PMB 42554
5 West Hollywood, CA 90069
Telephone: (213) 725-9094
6 Facsimile: (213) 634-2485

7 Attorneys for Plaintiff(s),
8 ARMANDO ASCENCIO, and all others similarly situated
(Additional attorneys for parties on following page)

9
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF LOS ANGELES**
12 **(UNLIMITED JURISDICTION)**

13 ARMANDO ASCENCIO, on behalf of himself
and all others similarly situated, and as an
14 “aggrieved employee” on behalf of other
15 “aggrieved employees” under the Labor Code
Private Attorneys General Act of 2004,

16 *Plaintiff(s),*

17 vs.
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19 MONARCH LITHO INC., a California
corporation, ROBERT LOPEZ, a natural
20 individual; and DOES 1–50, inclusive,

21 *Defendant(s).*
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Case No. 24STCV27524

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT AND
CLASS NOTICE**

Action filed: October 21, 2024
Dept: 12, The Honorable Carolyn
B. Kuhl

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ATTORNEYS FOR DEFENDANT(S)

ALFRED J. LANDEGGER (SBN 84419)

alfred@landeggeresq.com

EVELYN ZARRAGA (SBN 296835)

evelyn@landeggeresq.com

JAMES M. BACON (SBN 350133)

james@landeggeresq.com

LANDEGGER VERANO, ALC

Mr. Alfred J. Landegger Esq.

15760 Ventura Blvd., Suite 1200

Encino, CA 91436

Telephone: 818.986.7561 Main

Facsimile: 818.986.5147

1 This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and
2 between plaintiff Armando Ascencio (“Plaintiff”), individually and on behalf of the “Class” as
3 defined herein, on the one hand, and defendants Monarch Litho Inc. and Robert Lopez
4 (Collectively “Defendants” or “Monarch”), on the other hand. The Agreement refers to Plaintiff
5 and Defendants collectively as “Parties,” or individually as “Party.”

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7 **1. DEFINITIONS.**

8 1.1. “Action” means Plaintiff’s lawsuit alleging wage and hour violations against
9 Monarch Litho Inc. captioned “Armando Ascencio, on behalf of himself, and all others similarly
10 situated, and the general public, and as an ‘Aggrieved Employee’ on behalf of other ‘Aggrieved
11 Employees’ under the Labor Code Private Attorneys General Act of 2004, *Plaintiff(s)*, vs.
12 Monarch Litho Inc., a California corporation, Robert Lopez, a natural individual; and DOES 1
13 through 50, inclusive, *Defendant(s)*,” Case No. 24STCV27524 initiated on October 21, 2024 and
14 pending in Superior Court of the State of California, County of Los Angeles.

15 1.2. “Administrator” means Apex Class Action Administration (“Apex”), the neutral
16 entity the Parties have agreed to appoint to administer the Settlement.

17 1.3. “Administration Expenses Payment” means the amount the Administrator will be
18 paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in
19 accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection
20 with Preliminary Approval of the Settlement.

21 1.4. “Aggrieved Employee” means a person employed by Defendants in California and
22 classified as a non-exempt, hourly employee who worked for Defendants during the PAGA
23 Period.

24 1.5. “Class” means all persons Defendants employed in California as non-exempt,
25 hourly employees who worked for Defendants during the Class Period.

26 1.6. “Class Counsel” means David Glenn Spivak and Caroline Tahmassian of The
27 Spivak Law Firm.

1 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment”
2 mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and
3 expenses, respectively, incurred to prosecute the Action.

4 1.8. “Class Data” means Class Member identifying information in Defendants’
5 possession including the Class Member’s name, last-known mailing address, Social Security
6 number, and number of Class Work Weeks and PAGA Pay Periods.

7 1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as
8 either a Participating Class Member or Non-Participating Class Member (including a Non-
9 Participating Class Member who qualifies as an Aggrieved Employee).

10 1.10. “Class Member Address Search” means the Administrator’s investigation and
11 search for current Class Member mailing addresses using all reasonably available sources,
12 methods and means including, but not limited to, the National Change of Address database, skip
13 traces, and direct contact by the Administrator with Class Members.

14 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION
15 SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to
16 Class Members in English with a Spanish translation in the form, without material variation,
17 attached as Exhibit A and incorporated by reference into this Agreement.

18 1.12. “Class Period” means the period from October 21, 2020 to the date the Court
19 preliminarily approves this class action settlement, or the Alternate End Date (as defined in
20 Paragraph 9 below), whichever is sooner.

21 1.13. “Class Representative” means Armando Ascencio, the named Plaintiff in the
22 operative complaint in the Action seeking Court approval to serve as a Class Representative.

23 1.14. “Class Representative Service Payment” means the payment to the Class
24 Representative for initiating the Action and providing services in support of the Action.

25 1.15. “Court” means the Superior Court of California, County of Los Angeles.

26 1.16. “Defendants” means named Defendants Monarch Litho Inc. and Robert Lopez.

27 1.17. “Defense Counsel” means Alfred J. Landegger, Evelyn Zarraga, and James M.

1 Bacon of Landegger Verano, ALC.

2 1.18. "Effective Date" means the date by when both of the following have occurred: (a)
3 the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the
4 Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no
5 Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if
6 one or more Participating Class Members objects to the Settlement, the day after the deadline for
7 filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed,
8 the day after the appellate court affirms the Judgment and issues a remittitur.

9 1.19. "Final Approval" means the Court's order granting final approval of the
10 Settlement.

11 1.20. "Final Approval Hearing" means the Court's hearing on the Motion for Final
12 Approval of the Settlement.

13 1.21. "Final Judgment" means the Judgment entered by the Court upon Granting Final
14 Approval of the Settlement. A proposed Final Judgment form is attached as Exhibit F.

15 1.22. "Gross Settlement Amount" means \$1,600,000.00 which is the total amount
16 Defendants agree to pay under the Settlement except as provided in Paragraph 9 below, and not
17 including the employer payroll taxes owed on the Wage Portions of the Individual Class
18 Payments. The Gross Settlement Amount will be used to pay Individual Class Payments,
19 Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel
20 Expenses, Class Representative Service Payment and the Administration Expenses Payment.

21 1.23. "Individual Class Payment" means the Participating Class Member's pro rata
22 share of the Net Settlement Amount calculated according to the number of Work Weeks worked
23 during the Class Period.

24 1.24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of
25 35% of the PAGA Penalties calculated according to the number of Pay Periods worked during the
26 PAGA Period.

27 1.25. "Judgment" means the judgment entered by the Court based upon the Final
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1 Approval.

2 1.26. "LWDA" means the California Labor and Workforce Development Agency, the
3 agency entitled, under Labor Code section 2699, subd. (i).

4 1.27. "LWDA PAGA Payment" means the 65% of the PAGA Penalties paid to the
5 LWDA under Labor Code section 2699, subd. (i).

6 1.28. "Net Settlement Amount" means the Gross Settlement Amount, less the following
7 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA
8 Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel
9 Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be
10 paid to Participating Class Members as Individual Class Payments.

11 1.29. "Non-Participating Class Member" means any Class Member who opts out of the
12 Settlement by sending the Administrator a valid and timely Request for Exclusion.

13 1.30. "Notice Packet" means the Class Notice (Exhibit A), the Election Not to
14 Participate in Settlement form (Exhibit B), the Class Work Week/PAGA Pay Period Dispute form
15 (Exhibit C), and the Objection form (Exhibit D) in English with Spanish translations.

16 1.31. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee
17 worked for Defendants for at least one day during the PAGA Period.

18 1.32. "PAGA Period" means the period from October 15, 2023 to the date the Court
19 preliminarily approves this class action settlement, or the Alternate End Date (as defined in
20 Paragraph 9 below), whichever is sooner.

21 1.33. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

22 1.34. "PAGA Notice" means Plaintiff's October 15, 2024 letter to Defendants and the
23 LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

24 1.35. "PAGA Penalties" means the total amount of PAGA civil penalties (\$100,000.00)
25 to be paid from the Gross Settlement Amount, allocated 35% to the Aggrieved Employees
26 (\$35,000.00) and the 65% to LWDA (\$65,000.00) in settlement of PAGA claims.

27 1.36. "Participating Class Member" means a Class Member who does not submit a valid
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1 and timely Request for Exclusion from the Settlement.

2 1.37. "Plaintiff" means Armando Ascencio, the named plaintiff in the Action.

3 1.38. "Preliminary Approval" means the Court's Order Granting Preliminary Approval
4 of the Settlement.

5 1.39. "Preliminary Approval Order" means the proposed Order Granting Preliminary
6 Approval and Approval of PAGA Settlement. A proposed Preliminary Approval Order form is
7 attached as Exhibit E.

8 1.40. "Released Class Claims" means the claims being released as described in
9 Paragraph 6.2 below.

10 1.41. "Released PAGA Claims" means the claims being released as described in
11 Paragraph 6.3 below.

12 1.42. "Released Parties" means: Defendants and each of their former and present
13 officers, directors, owners, attorneys, insurers, employees and agents.

14 1.43. "Request for Exclusion" means a Class Member's submission of a written request
15 to be excluded from the Class Settlement signed by the Class Member. An Election Not to
16 Participate in Settlement form is attached as Exhibit B.

17 1.44. "Response Deadline" means 60 days after the Administrator mails Notice to Class
18 Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a)
19 fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or
20 her Objection to the Settlement. Class Members to whom Notice Packets are resent after having
21 been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond
22 the Response Deadline has expired.

23 1.45. "Settlement" means the disposition of the Action effected by this Agreement and
24 the Judgment.

25 1.46. "Work Week" means any week during which a Class Member worked for
26 Defendants for at least one day, during the Class Period.

27 1.47. A Class Work Week/PAGA Pay Period Dispute form is attached as Exhibit C.

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2 **2. RECITALS.**

3 2.1. On October 21, 2024, Plaintiff commenced this Action by filing a Complaint
4 alleging causes of action against Defendants for failure to pay wages, unauthorized and unlawful
5 wage deductions, failure to provide meal periods, failure to authorize and permit rest periods,
6 failure to indemnify for business expenses, failure to issue proper wage statements, failure to
7 timely pay wages, failure to maintain required payroll records, and related claims. On December
8 19, 2024, Plaintiff filed a First Amended Complaint adding claims pursuant to the Private
9 Attorneys General Act. The First Amended Complaint is the operative complaint in the Action
10 (the “Operative Complaint.”). Defendants deny the allegations in the Operative Complaint, deny
11 any failure to comply with the laws identified in in the Operative Complaint and deny any and all
12 liability for the causes of action alleged.

13 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written
14 notice to Defendants and the LWDA by sending the PAGA Notice.

15 2.3. On March 10, 2025, the Parties participated in an all-day mediation presided over
16 by Joseph M. Lovretovich which led to this Agreement to settle the Action.

17 2.4. Prior to the mediation, Plaintiff obtained, through informal discovery, the number
18 of comparable employees, the number of workweeks, the number of pay periods, average rates
19 of pay, sample time records, sample payroll records, written policies, and related information.
20 Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk*
21 *v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail,*
22 *Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

23 2.5. The Courthas not granted class certification.

24 2.6. The Parties, Class Counsel and Defense Counsel represent that they are not aware
25 of any other pending matter or action asserting claims that will be extinguished or affected by the
26 Settlement.

1 **3. MONETARY TERMS.**

2 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below,
3 Defendants promise to pay \$1,600,000.00 and no more as the Gross Settlement Amount and to
4 separately pay Defendants' share of employer payroll taxes owed on the Wage Portions of the
5 Individual Class Payments. Defendants have no obligation to pay any portion of the Gross
6 Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this
7 Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking
8 or requiring Participating Class Members or Aggrieved Employees to submit any claim as a
9 condition of payment. Notwithstanding the return of funds in the event that Court declines to
10 grant Preliminary Approval and/or Final Approval of the Settlement, none of the Gross Settlement
11 Amount will revert to Defendants.

12 3.2. Payments from the Gross Settlement Amount. The Administrator will make and
13 deduct the following payments from the Gross Settlement Amount, in the amounts specified by
14 the Court in the Final Approval:

15 3.2.1. To Plaintiff: Class Representative Service Payment to the Class
16 Representative of not more than \$15,000.00 (in addition to any Individual Class Payment and any
17 Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class
18 Member). Defendants will not oppose Plaintiff's request for a Class Representative Service
19 Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment
20 and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class
21 Representative Service Payments no later than 16 court days prior to the Final Approval Hearing.
22 If the Court approves a Class Representative Service Payment less than the amount requested, the
23 Administrator will retain the remainder in the Net Settlement Amount. The Administrator will
24 pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full
25 responsibility and liability for employee taxes owed on the Class Representative Service Payment.

26 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 33 and
27 1/3%, which is currently estimated to be \$533,333.33 and a Class Counsel Litigation Expenses

1 Payment of not more than \$15,000.00. Defendants will not oppose requests for these payments
2 provided that do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for
3 Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days
4 prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or
5 a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator
6 will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability
7 to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class
8 Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator
9 will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more
10 IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the
11 Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds
12 Defendants harmless, and indemnifies Defendant, from any dispute or controversy regarding any
13 division or sharing of any of these Payments.

14 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed
15 \$10,000.00 except for a showing of good cause and as approved by the Court. To the extent the
16 Administration Expenses are less or the Court approves payment less than \$10,000.00, the
17 Administrator will retain the remainder in the Net Settlement Amount.

18 3.2.4. To Each Participating Class Member: An Individual Class Payment
19 calculated by (a) dividing the Net Settlement Amount by the total number of Work Weeks worked
20 by all Participating Class Members during the Class Period and (b) multiplying the result by each
21 Participating Class Member's Work Weeks.

22 3.2.4.1. Tax Allocation of Individual Class Payments. 10.00% of
23 each Participating Class Member's Individual Class Payment will be allocated to settlement of
24 wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be
25 reported on an IRS W-2 Form. The remaining 90% of each Participating Class Member's
26 Individual Class Payment will be allocated to settlement of claims proportionately with 50% for
27 interest and 50% for penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject

1 to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members
2 assume full responsibility and liability for any employee taxes owed on their Individual Class
3 Payment. Notwithstanding the treatment of the payments to each Participating Class Member,
4 none of the payments called for by this Agreement, including the Wage Portions of the Individual
5 Class Payments, are to be treated as earnings, wages, pay or compensation for the purpose of any
6 applicable benefit or retirement plan, nor do any payments under this Agreement extend or alter
7 Class Members' or Aggrieved Employees' period of employment for any purpose.

8 3.2.4.2. Effect of Non-Participating Class Members on Calculation
9 of Individual Class Payments. Non-Participating Class Members will not receive any Individual
10 Class Payments. The Administrator will retain amounts equal to their Individual Class Payments
11 in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

12 3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the
13 amount of \$100,000.00 to be paid from the Gross Settlement Amount, with 65% (\$65,000.00)
14 allocated to the LWDA PAGA Payment and 35% (\$35,000.00) allocated to the Individual PAGA
15 Payments.

16 3.2.5.1. The Administrator will calculate each Individual PAGA Payment
17 by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties
18 \$35,000.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees during
19 the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay
20 Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their
21 Individual PAGA Payment.

22 3.2.5.2. If the Court approves PAGA Penalties of less than the amount
23 requested, the Administrator will allocate the remainder to the Net Settlement Amount. 100% of
24 the PAGA Penalties are allocated as penalties and not as wages. The Administrator will report the
25 Individual PAGA Payments on IRS 1099 Forms.

1 **4. SETTLEMENT FUNDING AND PAYMENTS.**

2 4.1. Class Work Weeks and Aggrieved Employee PAGA Pay Periods. Based on a
3 review of their records to date, Defendants estimate there are 111 Class Members who collectively
4 worked a total of 17,853 Work Weeks, and 89 of Aggrieved Employees who worked a total 3,825
5 of PAGA Pay Periods as of March 10, 2025 (i.e., as of the date the Parties participated in
6 mediation).

7 4.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval
8 of the Settlement, Defendants will simultaneously deliver the Class Data to the Administrator, in
9 the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the
10 Administrator must maintain the Class Data in confidence, use the Class Data only for purposes
11 of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator
12 employees who need access to the Class Data to effect and perform under this Agreement.
13 Defendants have a continuing duty to immediately notify Class Counsel if they discover that the
14 Class Data omitted class member identifying information and to provide corrected or updated
15 Class Data as soon as reasonably feasible. Without any extension of the deadline by which
16 Defendants must send the Class Data to the Administrator, the Parties and their counsel will
17 expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related
18 to missing or omitted Class Data.

19 4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross
20 Settlement Amount, and also fund the amounts necessary to fully pay Defendants' share of payroll
21 taxes by transmitting the funds to the Administrator no later than 30 days after the Effective Date.
22 Defendants' payment of the Gross Settlement Amount and Defendants' share of payroll taxes is
23 contingent upon receipt of the Administrator's payment instructions. Defendants' payment
24 obligations with respect to the Gross Settlement Amount and Defendants' share of payroll taxes
25 shall be met upon initiating the electronic transfer of funds in the amounts provided for in this
26 Settlement Agreement pursuant to the Settlement Administrator's instructions. In the event of an
27 unsuccessful electronic transfer of funds, the Parties agree to cooperate in good faith to resolve the

1 issues.

2 4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendants
3 fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class
4 Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration
5 Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses
6 Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees
7 Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service
8 Payment shall not precede disbursement of Individual Class Payments and Individual PAGA
9 Payments. The Settlement Administrator shall also set aside the employer taxes and all employee-
10 side payroll taxes, contributions, and withholdings, and timely forward these to the appropriate
11 government authorities.

12 4.4.1. The Administrator will issue checks for the Individual Class Payments
13 and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail,
14 postage prepaid. The face of each check shall prominently state the date (not less than 180 days
15 after the date of mailing) when the check will be voided. The Administrator will cancel all checks
16 not cashed by the void date. The Administrator will send checks for Individual Settlement
17 Payments to all Participating Class Members (including those for whom Notice Packet was
18 returned undelivered). The Administrator will send checks for Individual PAGA Payments to all
19 Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved
20 Employees (including those for whom Notice Packet was returned undelivered). The
21 Administrator may send Participating Class Members a single check combining the Individual
22 Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator
23 must update the recipients' mailing addresses using the National Change of Address Database.

24 4.4.2. The Administrator must conduct a Class Member Address Search for all
25 other Class Members whose checks are returned undelivered without USPS forwarding address.
26 Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the
27 USPS forwarding address provided or to an address ascertained through the Class Member

1 Address Search. The Administrator need not take further steps to deliver checks to Class Members
2 whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a
3 replacement check to any Class Member whose original check was lost or misplaced, requested
4 by the Class Member prior to the void date.

5 4.4.3. For any Class Member whose Individual Class Payment check or
6 Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator
7 shall transmit the funds represented by such checks to the California Controller's Unclaimed
8 Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to
9 the requirements of California Code of Civil Procedure Section 384, subd. (b).

10 4.4.4. The payment of Individual Class Payments and Individual PAGA
11 Payments shall not obligate Defendants to confer any additional benefits or make any additional
12 payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in
13 this Agreement.

14 **5. [OMITTED]**

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16 **6. RELEASES OF CLAIMS.** Effective on the date when Defendants fully fund the entire
17 Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the
18 Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims
19 against all Released Parties as follows:

20 6.1 Plaintiff's Release. In addition to the Released Class Claims and Released PAGA
21 Claims described below, Plaintiff, individually and on behalf of his respective former and present
22 spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns
23 generally, release and discharge Released Parties from all claims, transactions, or occurrences
24 demands, rights, liabilities and causes of action of every nature and description whatsoever,
25 whether known or unknown, asserted or that might have been asserted, whether in tort, contract,
26 or for violation of any state or federal statute, rule, law or regulation arising out of, relating to, or
27 in connection with any act or omission of the Released Parties through the date of full execution

1 of this Settlement Agreement(“Plaintiff’s Release.”). Plaintiff’s Release does not extend to any
2 claims or actions to enforce this Agreement, or to those rights that as a matter of law cannot be
3 waived, including but not limited to any claims for vested benefits, unemployment benefits,
4 disability benefits, social security benefits, workers’ compensation benefits that arose at any time.
5 Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to,
6 the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that
7 Plaintiff’s Release shall be and remain effective in all respects, notwithstanding such different or
8 additional facts or Plaintiff’s discovery of them.

9 6.1.1 Plaintiff’s Waiver of Rights Under California Civil Code Section 1542. For
10 purposes of Plaintiff’s Release, Plaintiff expressly waives and relinquishes the provisions, rights,
11 and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

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18 6.2 Release by Participating Class Members: All Participating Class Members, on
19 behalf of themselves and their respective former and present representatives, agents, attorneys,
20 heirs, administrators, successors, and assigns, release Released Parties from all claims that were
21 alleged, or reasonably could have been alleged, based on the facts set forth in the Operative
22 Complaint that arose during the Class Period including, e.g., claims for: (a) failure to pay all
23 wages earned for all hours worked and other compensable hours at the correct rates of pay,
24 including for off-the-clock work, hours improperly deducted, minimum wages, regular wages,
25 overtime wages, and doubletime wages; (b) failure to provide compliant rest breaks or
26 compensation in lieu thereof; (c) failure to provide compliant meal periods or compensation in
27 lieu thereof; (d) failure to reimburse for necessary business-related expenses; (e) failure to provide

1 accurate and complete itemized wage statements and maintain payroll records; (f) failure to timely
2 pay all wages due during employment and upon separation of employment; and (g) claims for
3 unfair competition. (“Released Class Claims”). Except for Plaintiff’s Release by Plaintiff and as
4 set forth in Section 6.3 of this Agreement, Participating Class Members do not release any other
5 claims, including claims for vested benefits, wrongful termination, violation of the Fair
6 Employment and Housing Act, unemployment insurance, disability, social security, workers’
7 compensation, or claims based on facts occurring outside the Class Period.

8 6.3 Release of PAGA Claims by Aggrieved Employees. All Aggrieved Employees
9 are deemed to release, on behalf of themselves and their respective former and present
10 representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released
11 Parties from all claims for PAGA penalties that were alleged, or reasonably could have been
12 alleged, based on the facts set forth in the Operative Complaint and the PAGA Notice that arose
13 during the PAGA Period including, e.g., claims for: (a) failure to pay all wages earned for all
14 hours worked and other compensable hours at the correct rates of pay, including for off-the-clock
15 work, hours improperly deducted, minimum wages, regular wages, overtime wages, and
16 doubletime wages; (b) failure to provide compliant rest breaks or compensation in lieu thereof;
17 (c) failure to provide compliant meal periods or compensation in lieu thereof; (d) failure to
18 reimburse for necessary business-related expenses; (e) failure to provide accurate and complete
19 itemized wage statements and maintain payroll records; (f) failure to timely pay all wages due
20 during employment and upon separation of employment; and (g) claims for unfair competition.
21 (“Released PAGA Claims”). The foregoing release shall be binding on Plaintiff, the Aggrieved
22 Employees, and the State of California, and shall bar by res judicata any claim under the PAGA
23 brought by any person, including the Aggrieved Employees, on behalf of the State of California,
24 as to any claims predicated on the Released PAGA Claims. Aggrieved Employees do not release
25 claims for wages or damages unless such Aggrieved Employees are Participating Class Members.
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1 **7. MOTION FOR PRELIMINARY APPROVAL.** Plaintiff will prepare and file a motion
2 for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s
3 current checklist for Preliminary Approvals. A Preliminary Approval Order form is attached as
4 Exhibit E.

5 7.1 Defendants’ Representations. Defendants and Defense Counsel represent that
6 they are not aware of any other pending matter or action asserting claims that will be extinguished
7 or adversely affected by the Settlement. Defendant and Defense Counsel are not aware of any
8 potential conflicts of interest with the Administrator. Defendant further represents that, based on
9 its records and available information, Spanish is the sole non-English language necessary to
10 ensure that the Class Notice provides adequate notice to Class Members.

11 7.2 Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel
12 all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice,
13 and memorandum in support, of the Motion for Preliminary Approval that includes an analysis
14 of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under
15 Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval
16 and Approval of PAGA Settlement; (iii) a draft proposed Notice Packet; (iv) a signed declaration
17 from the Administrator attaching its “not to exceed” bid for administering the Settlement and
18 attesting to its willingness to serve; competency; operative procedures for protecting the security
19 of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other
20 misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members;
21 and the nature and extent of any financial relationship with Plaintiff, Class Counsel, Defendants,
22 or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and
23 competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest
24 with Class Members, and/or the Administrator; (vi) a signed declaration from each Class Counsel
25 firm attesting to its competency to represent the Class Members; its timely transmission to the
26 LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section
27 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement
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(Labor Code section 2699, subd. (l)(2)); (vii) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (viii) all facts relevant to any actual or potential conflict of interest with Class Members, and/or the Administrator. In their Declarations, Plaintiff and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

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

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

8. SETTLEMENT ADMINISTRATION.

8.1 Selection of Administrator. The Parties have jointly selected Apex to serve as the Administrator and verified that, as a condition of appointment, Apex agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses, including without limitation, calculating the Individual Class Payments to be issued to Participating Class Members, Individual PAGA Payment to be

issued to Aggrieved Employees, sending notices and translating same to Spanish, preparing all checks and mailings, establishing a qualified settlement fund and holding the various payments from Defendants comprising the Gross Settlement Amount and employer payroll taxes. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

8.2 Tax Reporting. The Administrator will be responsible for calculating the applicable taxes and withholdings, including Defendants' employer payroll taxes owed, on the Individual Class Payments, and for paying the taxes and withholdings to the applicable taxing or governmental authorities with the necessary reports, and submitting copies to Defense Counsel. The Administrator shall issue to Participating Class Members IRS Forms W-2 for the Wage Portions of the Individual Class Payments, IRS Forms 1099 for the Non-Wage Portions, and IRS Forms 1099 to Aggrieved Employees for Individual PAGA Payments, as described in this Agreement.

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

8.4 Notice to Class Members.

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

8.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Notice Packet with Spanish translation, if applicable substantially in the forms attached to this Agreement as **Exhibits A, B, C, and D**. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class

1 Member, and the number of Work Weeks and PAGA Pay Periods (if applicable) used to calculate
2 these amounts. Before mailing Notice Packets, the Administrator shall update Class Member
3 addresses using the National Change of Address database.

4 8.4.3 Not later than three (3) business days after the Administrator's receipt of
5 any Notice Packet returned by the USPS as undelivered, the Administrator shall re-mail the Notice
6 Packet using any forwarding address provided by the USPS. If the USPS does not provide a
7 forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail
8 the Notice Packet to the most current address obtained. The Administrator has no obligation to
9 make further attempts to locate or send Notice Packet to Class Members whose Notice Packet is
10 returned by the USPS a second time.

11 8.4.4 The deadlines for Class Members' written objections, Challenges to Work
12 Weeks and/or Pay Periods (disputes), and Requests for Exclusion will be extended an additional
13 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose
14 notice is re-mailed. The Administrator will inform the Class Member of the extended deadline
15 with the re-mailed Notice Packet.

16 8.4.5 If the Administrator, Defendants or Class Counsel is contacted by or
17 otherwise discovers any persons who believe they should have been included in the Class Data
18 and should have received Notice Packet, the Parties will expeditiously meet and confer in person
19 or by telephone, and in good faith, in an effort to agree on whether to include them as Class
20 Members. If the Parties agree, such persons will be Class Members entitled to the same rights as
21 other Class Members, and the Administrator will send, via email or overnight delivery, a Class
22 Notice requiring them to exercise options under this Agreement not later than 14 days after receipt
23 of Class Notice, or the deadline dates in the Class Notice, which ever are later.

24 8.5 Requests for Exclusion (Opt-Outs).

25 8.5.1 Class Members who wish to exclude themselves (opt-out of) the Class
26 Settlement must send the Administrator, by fax, email, or mail, a signed written Request for
27 Exclusion not later than 60 days after the Administrator mails the Notice Packet (plus an
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1 additional 14 days for Class Members whose Notice Packet is re-mailed). A Request for
2 Exclusion is a letter from a Class Member or his/her representative that reasonably communicates
3 the Class Member's election to be excluded from the Settlement and includes the Class Member's
4 name, address and email address or telephone number. To be valid, a Request for Exclusion must
5 be timely faxed, emailed, or postmarked by the Response Deadline. An Election Not to Participate
6 in Settlement form, attached as Exhibit B, may be used for this purpose but is not required.

7 8.5.2 The Administrator may not reject a Request for Exclusion as invalid
8 because it fails to contain all the information specified in the Class Notice. The Administrator
9 shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the
10 identity of the person as a Class Member and the Class Member's desire to be excluded. The
11 Administrator's determination shall be final and not appealable or otherwise susceptible to
12 challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion,
13 the Administrator may demand additional proof of the Class Member's identity. The
14 Administrator's determination of authenticity shall be final and not appealable or otherwise
15 susceptible to challenge.

16 8.5.3 Every Class Member who does not submit a timely and valid Request for
17 Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all
18 benefits and bound by all terms and conditions of the Settlement, including the Participating Class
19 Members' Releases under Paragraphs 6.2 and 6.3 of this Agreement, regardless of whether the
20 Participating Class Member actually receives the Class Notice or objects to the Settlement.

21 8.5.4 Every Class Member who submits a valid and timely Request for
22 Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment
23 or have the right to object to the class action components of the Settlement. Because future PAGA
24 claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class
25 Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph
26 6.3 of this Agreement and are eligible for an Individual PAGA Payment.

27 8.6 Challenges to Calculation of Work Weeks/PAGA Pay Periods. Each Class

1 Member shall have 60 days after the Administrator mails the Notice Packet (plus an additional
2 14 days for Class Members whose Notice Packet is re-mailed) to challenge the number of Class
3 Work Weeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice.
4 This is also known as a dispute. A Class Work Week/PAGA Pay Period Dispute form , attached
5 as Exhibit C, may be used for this purpose but is not required. The Class Member may challenge
6 the allocation by communicating with the Administrator via fax, email or mail. The Administrator
7 must encourage the challenging Class Member to submit supporting documentation. In the
8 absence of any contrary documentation, the Administrator is entitled to presume that the Work
9 Weeks and PAGA Pay Periods contained in the Class Notice are correct so long as they are
10 consistent with the Class Data. The Administrator's determination of each Class Member's
11 allocation of Work Weeks and/or Pay Periods shall be final and not appealable or otherwise
12 susceptible to challenge. The Administrator shall promptly provide copies of all challenges to
13 calculation of Work Weeks and/or Pay Periods to Defense Counsel and Class Counsel and the
14 Administrator's determination the challenges.

15 8.7 Objections to Settlement.

16 8.7.1 Only Participating Class Members may object to the class action
17 components of the Settlement and/or this Agreement, including contesting the fairness of the
18 Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel
19 Litigation Expenses Payment and/or Class Representative Service Payment.

20 8.7.2 Participating Class Members may send written objections to the
21 Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear
22 in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval
23 Hearing. A Participating Class Member who elects to send a written objection to the
24 Administrator must do so not later than 60 days after the Administrator's mailing of the Notice
25 Packet (plus an additional 14 days for Class Members whose Notice Packet was re-mailed). An
26 The Objection form attached as Exhibit D may be used for this purpose but is not required.

27 8.7.3 Non-Participating Class Members have no right to object to any of the class
28

1 action components of the Settlement.

2 8.8 Administrator Duties. The Administrator has a duty to perform or observe all
3 tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

4 8.8.1 Website, Email Address and Toll-Free Number. The Administrator will
5 establish and maintain and use an internet website to post information of interest to Class
6 Members including the date, time and location for the Final Approval Hearing and copies of the
7 Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Notice
8 Packet, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class
9 Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final
10 Approval and the Judgment. The Administrator will also maintain and monitor an email address
11 and a toll-free telephone number to receive Class Member calls, faxes and emails.

12 8.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator
13 will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. No later
14 than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the
15 Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names
16 and other identifying information of Class Members who have timely submitted valid Requests
17 for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class
18 Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for
19 Exclusion from Settlement submitted (whether valid or invalid).

20 8.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide
21 written reports to Class Counsel and Defense Counsel that, among other things, tally the number
22 of: Notice Packets mailed or re-mailed, Notice Packets returned undelivered, Requests for
23 Exclusion (whether valid or invalid) received, objections received, challenges to Work Weeks
24 and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments
25 and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include provide
26 the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all
27 Requests for Exclusion and objections received.

8.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Work Weeks and/or Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

8.8.5 Administrator's Declaration. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of the Notice Packets, the Notice Packets returned as undelivered, the re-mailing of Notice Packets, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

8.8.6 Final Report by Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

9. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE. Based on a review of their records to date, Defendants estimate there are 111 Class Members who collectively worked a total of 17,853 Work Weeks as of March 10, 2025 (i.e., as of the date the Parties participated in mediation). If the number of Class Members and/or Work Weeks as of the date the Court approves

1 the settlement exceeds the number of Class Members and/or Work Weeks by more than 10%, the
2 Gross Settlement Amount, including the Class Counsel Fees Payment, will increase
3 proportionally according to the number of additional Work Weeks or Class Members above 110%
4 of Defendants' estimates, whichever results in a higher increase in the Gross Settlement Amount.
5 In the alternative, Defendants may elect to end the Class Period and PAGA Period on an earlier
6 date at the Defendants' discretion in order to limit the covered Work Weeks and the number of
7 Class Members to no more than 110% of Defendants' estimates ("Alternate End Date").
8 Defendants and Defense Counsel shall cooperate with Class Counsel in timely providing
9 information prior to the filing of Plaintiff's Motion for Preliminary Approval regarding whether
10 the escalator clause has been triggered and, if applicable, whether Defendants are electing to
11 shorten the Class Period and PAGA Period pursuant to this paragraph.

12 **10. DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for
13 Exclusion identified in the Exclusion List exceeds 10.00% of the total of all Class Members,
14 Defendants may, but are not obligated, elect to withdraw from the Settlement. The Parties agree
15 that, if Defendants withdraw, the Settlement shall be void ab initio, have no force or effect
16 whatsoever, and that neither Party will have any further obligation to perform under this
17 Agreement; provided, however, Defendants will remain responsible for paying all Settlement
18 Administration Expenses incurred to that point. Defendants must notify Class Counsel and the
19 Court of their election to withdraw not later than seven (7) days after the Administrator sends the
20 final Exclusion List to Defense Counsel; late elections will have no effect.

21
22 **11. MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared
23 Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement
24 that includes a request for approval of the PAGA settlement under Labor Code section 2699,
25 subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for
26 Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later
27 than three (3) days prior to filing the Motion for Final Approval. Class Counsel and Defense

Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

11.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

11.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

11.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

11.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the

1 appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect
2 the amount of the Net Settlement Amount.

3 11.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If
4 the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a
5 material modification of this Agreement (including, but not limited to, the scope of release to be
6 granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless
7 expeditiously work together in good faith to address the appellate court's concerns and to obtain
8 Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration
9 Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify
10 the Court's award of the Class Representative Service Payment or any payments to Class Counsel
11 shall not constitute a material modification of the Judgment within the meaning of this paragraph,
12 as long as the Gross Settlement Amount remains unchanged.

13
14 **12. AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil
15 Procedure section 384, the Parties will work together in good faith to jointly submit a proposed
16 amended judgment.

17
18 **13. ADDITIONAL PROVISIONS.**

19 13.1 No Admission of Liability, Class Certification or Representative Manageability
20 for Other Purposes. This Agreement represents a compromise and settlement of highly disputed
21 claims. Nothing in this Agreement is intended or should be construed as an admission by
22 Defendants that any of the allegations in the Operative Complaint have merit or that Defendants
23 have any liability for any claims asserted; nor should it be intended or construed as an admission
24 by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that class
25 certification and representative treatment is for purposes of this Settlement only. If, for any reason
26 the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendants
27 reserve the right to contest certification of any class for any reasons, and Defendants reserve all

1 available defenses to the claims in the Action, and Plaintiff reserves the right to move for class
2 certification on any grounds available and to contest Defendants' defenses. The Settlement, this
3 Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be
4 admissible in connection with, any litigation (except for proceedings to enforce or effectuate the
5 Settlement and this Agreement).

6 13.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel,
7 Defendants and Defense Counsel separately agree that, until the Motion for Preliminary Approval
8 of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or
9 cause or permit another person to disclose, disseminate or publicize, any of the terms of the
10 Agreement directly or indirectly, specifically or generally, to any person, corporation, association,
11 government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses,
12 all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter;
13 (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a
14 court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal
15 government agency.

16 Each Party agrees to immediately notify each other Party of any judicial or agency
17 order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendants and
18 Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other
19 communication, before the filing of the Motion for Preliminary Approval, any with third party
20 regarding this Agreement or the matters giving rise to this Agreement except to respond only that
21 "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's
22 communications with Class Members in accordance with Class Counsel's ethical obligations
23 owed to Class Members.

24 13.3 No Solicitation. The Parties separately agree that they and their respective
25 counsel and employees will not solicit any Class Member to opt out of or object to the Settlement,
26 or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class
27 Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical

1 obligations owed to Class Members.

2 13.4 Integrated Agreement. Upon execution by all Parties and their counsel, this
3 Agreement together with its attached exhibits shall constitute the entire agreement between the
4 Parties relating to the Settlement, superseding any and all oral representations, warranties,
5 covenants, or inducements made to or by any Party.

6 13.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant
7 and represent that they are authorized by Plaintiff and Defendant, respectively, to take all
8 appropriate action required or permitted to be taken by such Parties pursuant to this Agreement
9 to effectuate its terms, and to execute any other documents reasonably required to effectuate the
10 terms of this Agreement including any amendments to this Agreement.

11 13.6 Cooperation. The Parties and their counsel will cooperate with each other and
12 use their best efforts, in good faith, to implement the Settlement by, among other things,
13 modifying the Settlement Agreement, submitting supplemental evidence and supplementing
14 points and authorities as requested by the Court. In the event the Parties are unable to agree upon
15 the form or content of any document necessary to implement the Settlement, or on any
16 modification of the Agreement that may become necessary to implement the Settlement, the
17 Parties will seek the assistance of a mediator and/or the Court for resolution.

18 13.7 No Prior Assignments. The Parties separately represent and warrant that they
19 have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer,
20 or encumber to any person or entity and portion of any liability, claim, demand, action, cause of
21 action, or right released and discharged by the Party in this Settlement.

22 13.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendants nor Defense
23 Counsel are providing any advice regarding taxes or taxability, nor shall anything in this
24 Settlement be relied upon as such within the meaning of United States Treasury Department
25 Circular 230 (31 CFR Part 10, as amended) or otherwise.

26 13.9 Modification of Agreement. This Agreement, and all parts of it, may be
27 amended, modified, changed, or waived only by an express written instrument signed by all

Parties or their representatives, and approved by the Court.

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

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

13.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

13.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

13.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendants unless, prior to the Court's discharge of the Administrator's obligation, Defendants makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.

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

13.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a

1 weekend or federal legal holiday, such date or deadline shall be on the first business day
2 thereafter.

3 13.17 Notice. All notices, demands or other communications between the Parties in
4 connection with this Agreement will be in writing and deemed to have been duly given as of the
5 third business day after mailing by United States mail, or the day sent by email or messenger,
6 addressed as follows:

7 To Plaintiff:
8 David Glenn Spivak, Esq.
9 The Spivak Law Firm
10 8605 Santa Monica Bl
11 PMB 42554
12 West Hollywood, CA 90069
13 david@spivaklaw.com

14 To Defendant:
15 Alfred J. Landegger, Esq.
16 Evelyn Zarraga, Esq.
17 James M. Bacon, Esq.
18 Landegger Verano, ALC
19 15760 Ventura Blvd., Suite 1200
20 Encino, CA 91436
21 alfred@landeggeresq.com
22 evelyn@landeggeresq.com
23 james@landeggeresq.com

24 13.18 Execution in Counterparts. This Agreement may be executed in one or more
25 counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this
26 Agreement shall be accepted as an original. All executed counterparts and each of them will be
27 deemed to be one and the same instrument if counsel for the Parties will exchange between
28 themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove
the existence and contents of this Agreement.

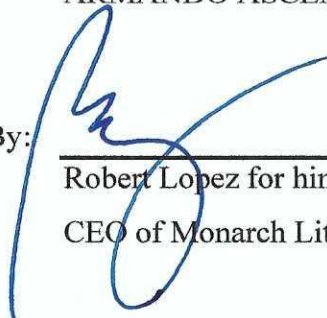
13.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement
the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further
agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the
date to bring a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

1 process.

2
3
4 Dated: _____, 2025

By: _____
ARMANDO ASCENCIO

5
6 Dated: July 22, 2025

By: 
Robert Lopez for himself and as
CEO of Monarch Litho Inc.

7
8
9
10 **APPROVED AS TO FORM:**

11 THE SPIVAK LAW FIRM

12
13 Dated: July 22, 2025

By: 
DAVID GLENN SPIVAK, Attorneys
for Plaintiff, ARMANDO ASCENCIO,
and all others similarly situated

14
15
16
17
18 Dated: July 22, 2025

LANDEGGER VERANO, ALC

By: 
EVELYN ZARRAGA, Attorneys for
Defendants

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EXHIBIT A

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

(case name: *Armando Ascencio v. Monarch Litho Inc.* and number 24STCV27524)

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

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Monarch Litho Inc. and Robert Lopez (collectively “Defendants”) for alleged violations of California’s labor laws. The Action was filed by one of Defendants’ former employees Armando Ascencio (“Plaintiff”) and seeks payment of (1) wages and other relief for a class of all persons Defendants employed in California as hourly, non-exempt employees during the Class Period of October 21, 2020 to _____ <<the date of the preliminary approval of this Settlement or the Alternate End Date>>; and (2) penalties under the California Private Attorney General Act (“PAGA”) for all persons Defendants employed in California as non-exempt, hourly employees who worked for Defendants during the PAGA Period of October 15, 2023 to _____ <<the date of the preliminary approval of this Settlement or the Alternate End Date>> (“Aggrieved Employees”).

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

Based on Defendants’ records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$<<IndividualClassPaymentAmount>> (less withholding) and your Individual PAGA Payment is estimated to be \$<<IndividualPAGAPaymentAmount>>.** The estimated dollar value of a Work Week is <<\$increment type value>> and a PAGA Pay Period is <<@PayPeriodValue>>. The actual amount you may receive likely will be different and will depend on a number of factors. If no amount is stated for your Individual PAGA Payment, then according to Defendants’ records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period. The individual payments amounts will vary. However, the average Individual Class Payment to a Class Member is estimated to be <<\$Average Individual Class Payment Amount>>. The average Individual PAGA Payment to an Aggrieved Employee is estimated to be <<\$Average Individual PAGA Payment Amount>>. The highest Individual Class Payment to a Class Member is estimated to be <<\$Highest Individual Class Payment Amount>> and the lowest is estimated to be <<\$Lowest Individual Class Payment Amount>>. The highest Individual PAGA Payment to an Aggrieved Employee is estimated to be <<\$Highest Individual PAGA Payment Amount>> and the lowest is estimated to be <<\$Lowest Individual PAGA Payment Amount>>.

The above estimates are based on Defendants’ records showing that **you worked <<__>> Work Weeks** during the Class Period and **you worked <<__>> Pay Periods** during

1 the PAGA Period. If you believe that you worked more Work Weeks or PAGA Pay Periods during
2 either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

3 The Court has already preliminarily approved the proposed Settlement and approved this
4 Notice. The Court has not yet decided whether to grant final approval. The Court has determined
5 only that there is sufficient evidence to suggest that the proposed settlement might be fair,
6 adequate, and reasonable, and that any final determination of those issues will be made at the
7 Final Approval Hearing. Your legal rights are affected whether you act or not act. Read this
8 Notice carefully. You will be deemed to have carefully read and understood it. At the Final
9 Approval Hearing, the Court will decide whether to finally approve the Settlement and how much
10 of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court
11 will also decide whether to enter a judgment that requires Defendants to make payments under
12 the Settlement and requires Class Members and Aggrieved Employees to give up their rights to
13 assert certain claims against Defendants.

14 If you worked for Defendants during the Class Period and/or the PAGA Period, you have
15 two basic options under the Settlement:

16 (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement
17 and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a
18 Participating Class Member, though, you will give up your right to assert Class Period wage
19 claims and PAGA Period penalty claims against Defendants.

20 (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class
21 Settlement (opt-out) by submitting a written Request for Exclusion or otherwise notifying the
22 Administrator in writing of your request to be excluded. If you opt-out of the Settlement, you
23 will not receive an Individual Class Payment. You will, however, preserve your right to
24 personally pursue Class Period claims for California labor law violations against Defendants. You
25 cannot opt-out of the PAGA portion of the proposed Settlement. If you are an Aggrieved
26 Employee, you will remain eligible for an Individual PAGA Payment regardless of whether you
27 request to be excluded from the Class Settlement.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the claims against Defendants that are covered by this Settlement (Released Claims).
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You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is <<RESPONSE DEADLINE>>	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. You can use the enclosed Election Not To Participate In Settlement form for this purpose. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by <<RESPONSE DEADLINE>>	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. You can use the enclosed Objection form for this purpose. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the <<FinalApprovalHearingDate>> Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on <<FinalApprovalHearingDate>>. 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 whether or not they submitted a written objection. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Work Week / Pay Periods Written Challenges Must be Submitted by <<RESPONSE DEADLINE>>	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many Work Weeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Work Weeks and number of PAGA Pay Periods you worked according to Defendants' records are stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by <<RESPONSE DEADLINE>>. See Section 4 of this Notice. You can use the enclosed Work Weeks Dispute form for this purpose.

1 **1. WHAT IS THE ACTION ABOUT?**

2 Plaintiff is a former employee of Defendants. The Action accuses Defendants of violating
3 California labor laws by failure to pay wages, unauthorized and unlawful wage deductions, failure
4 to provide meal periods, failure to authorize and permit rest periods, failure to indemnify for
5 business expenses, failure to issue proper wage statements, failure to timely pay wages, failure to
6 maintain required payroll records, and related violations of the Labor Code. Based on the same
7 claims, Plaintiff has also asserted a claim for civil penalties under the PAGA (Labor Code section
8 2698 and sections that follow) (“PAGA”). Plaintiff is represented by attorneys in the Action:
9 David Glenn Spivak and Caroline Tahmassian of The Spivak Law Firm (“Class Counsel.”)

10 Defendants strongly deny violating any laws or failing to pay any wages and contend they
11 complied with all applicable laws.

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

13 So far, the Court has made no determination whether Defendants violated any laws or Plaintiff is
14 correct on the merits. In the meantime, Plaintiff and Defendants hired an experienced, neutral
15 mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle
16 the case) rather than continuing the expensive and time-consuming process of litigation. The
17 negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”)
18 and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the
19 Agreement, Plaintiff and Defendants have negotiated a proposed Settlement that is subject to the
20 Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed
21 claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any
22 claims.

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

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

2 A. Gross Settlement Amount. Defendants Will Pay \$1,600,000.00 as the Gross
3 Settlement Amount (Gross Settlement). Defendants have agreed to deposit the Gross Settlement
4 into an account controlled by the Administrator of the Settlement. The Administrator will use the
5 Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class
6 Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the
7 Administrator’s expenses, and penalties to be paid to the California Labor and Workforce
8 Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendants will
9 fund the Gross Settlement not more than 30 days after the Judgment entered by the Court becomes

1 final. The Judgment will be final on the date the Court enters Judgment, or a later date if
2 Participating Class Members object to the proposed Settlement or the Judgment is appealed.

3 B. Court Approved Deductions from Gross Settlement. At the Final Approval
4 Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions
5 from the Gross Settlement, the amounts of which will be decided by the Court at the Final
6 Approval Hearing:

7 1. Attorney Fees and Costs. Up to \$533,333.33 (33 and 1/3% of the Gross
8 Settlement to Class Counsel for attorneys' fees and up to \$15,000.00 for their litigation expenses.
9 To date, Class Counsel have worked and incurred expenses on the Action without payment.

10 2. Class Representative Service Payment. Up to \$15,000.00 as a Class
11 Representative Service Payment for filing the Action, working with Class Counsel and
12 representing the Class. A Class Representative Service Payment will be the only monies Plaintiff
13 will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.

14 3. Administration Expenses Payment. Up to \$10,000.00 to the Administrator
15 for services administering the Settlement.

16 4. PAGA Penalties. Up to \$100,000.00 for PAGA Penalties, allocated 65% to
17 the LWDA PAGA Payment and 35% in Individual PAGA Payments to the Aggrieved Employees
18 based on their PAGA Pay Periods.

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

21 Based on their records, Defendants estimated there were 111 Class Members who
22 collectively worked a total of 17,853 Work Weeks as of March 10, 2025 (i.e., as of the date the
23 Parties participated in mediation). If the number of Class Members and/or Work Weeks as of the
24 date the Court approves the settlement exceeds the estimated number of Class Members and/or
25 Work Weeks by more than 10%, the Gross Settlement Amount, including the Class Counsel Fees
26 Payment, would increase proportionally according to the number of additional Work Weeks or
27 Class Members above 110% of Defendants' estimates, whichever results in a higher increase in
28 the Gross Settlement Amount. In the alternative, Defendants had the option to elect to end the
Class Period and PAGA period on an earlier date at their discretion in order to limit the covered
Work Weeks and the number of Class Members to no more than the 110% of Defendants
estimates. According to Defendants' records, the number of additional Work Weeks or Class
Members <<did or did not>> exceed Defendants' estimates by more than 10%. Based thereon,
Defendants have elected <<an Alternate End Date of _____ or _____, the date the Court
approved the settlement>> as the Class Period and PAGA Period end date, <<which does or
which does not>> result in an increase to the Gross Settlement Amount.

C. Net Settlement Distributed to Class Members. After making the above deductions
in amounts approved by the Court, the Administrator will distribute the rest of the Gross

1 Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class
2 Members based on their Class Work Weeks.

3 D. Taxes Owed on Payments to Class Members. Plaintiff and Defendants are asking
4 the Court to approve an allocation of 10.00% of each Individual Class Payment to taxable wages
5 (“Wage Portion”) and the remaining 90.00% will be allocated 50% for interest and 50% for
6 penalties (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be
7 reported on IRS W-2 Forms. Defendants will separately pay employer payroll taxes they owe on
8 the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for
9 tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage
10 Portions of the Individual Class Payments on IRS 1099 Forms.

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

16 E. Need to Promptly Cash Payment Checks. The front of every check issued for
17 Individual Class Payments and Individual PAGA Payments will show the date when the check
18 expires (the void date). If you don’t cash it by the void date, your check will be automatically
19 cancelled, and the monies will be deposited with the California Controller’s Unclaimed Property
20 Fund (https://www.sco.ca.gov/search_upd.html) in your name.

21 If the monies represented by your check is sent to the Controller’s Unclaimed Property Fund, you
22 should consult the rules of the Fund for instructions on how to retrieve your money. You can
23 contact the Unclaimed Property Fund at (800) 992-4647.

24 F. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated
25 as a Participating Class Member, participating fully in the Class Settlement, unless you notify the
26 Administrator in writing, not later than <<RESPONSE DEADLINE>>, that you wish to opt-out.
27 The easiest way to notify the Administrator is to email, fax, or mail a written and signed Request
28 for Exclusion by the <<RESPONSE DEADLINE>> Response Deadline. The Request for
Exclusion should be a letter from a Class Member or his/her representative setting forth a Class
Member’s name, present address, telephone number, and a simple statement electing to be
excluded from the Settlement. You may use the enclosed Election Not To Participate In
Settlement form for this purpose. Excluded Class Members (i.e., Non-Participating Class
Members) will not receive Individual Class Payments, but will preserve their rights to personally
pursue claims against Defendants for violations of California’s labor laws.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude
themselves from the Class Settlement (Non-Participating Class Members) who are Aggrieved
Employees remain eligible for Individual PAGA Payments and are required to give up their right
to assert PAGA claims against Defendants based on the PAGA claims alleged in the Action.

1 G. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is
2 possible the Court will decline to grant Final Approval of the Settlement or decline enter a
3 Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff
4 and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not
5 pay any money and Class Members will not release any claims against Defendants.

6 H. Administrator. The Court has appointed a neutral company, Apex Class Action
7 Administration (the “Administrator”) to send this Notice, calculate and make payments, and
8 process Class Members’ Requests for Exclusion. The Administrator will also decide Class
9 Member Challenges over Work Weeks/PAGA Pay Periods, mail and re-mail settlement checks
10 and tax forms, and perform other tasks necessary to administer the Settlement. The
11 Administrator’s contact information is contained in Section 9 of this Notice.

12 I. Participating Class Members’ Release. After the Judgment is final and Defendants
13 have fully funded the Gross Settlement (and separately paid all employer payroll taxes),
14 Participating Class Members will be legally barred from asserting any of the claims released under
15 the Settlement. This means that unless you opted out by validly excluding yourself from the Class
16 Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or
17 Defendants’ officers, directors, owners, attorneys, insurers, employees, and agents for wages
18 based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in
19 the Action and resolved by this Settlement.

20 The Participating Class Members will be bound by the release of the following “Released
21 Class Claims”:

22 All Participating Class Members, on behalf of themselves and their respective former and
23 present representatives, agents, attorneys, heirs, administrators, successors, and assigns,
24 release Released Parties from all claims that were alleged, or reasonably could have been
25 alleged, based on the facts set forth in the Operative Complaint that arose during the Class
26 Period including, e.g., claims for: (a) failure to pay all wages earned for all hours worked
27 and other compensable hours at the correct rates of pay, including for off-the-clock work,
28 hours improperly deducted, minimum wages, regular wages, overtime wages, and
doubletime wages; (b) failure to provide compliant rest breaks or compensation in lieu
thereof; (c) failure to provide compliant meal periods or compensation in lieu thereof; (d)
failure to reimburse for necessary business-related expenses; (e) failure to provide
accurate and complete itemized wage statements and maintain payroll records; (f) failure
to timely pay all wages due during employment and upon separation of employment; and
(g) claims for unfair competition. (“Released Class Claims”). Except for Plaintiff’s
Release by Plaintiff and Released PAGA Claims being released by Aggrieved Employees,
Participating Class Members do not release any other claims, including claims for vested
benefits, wrongful termination, violation of the Fair Employment and Housing Act,
unemployment insurance, disability, social security, workers’ compensation, or claims
based on facts occurring outside the Class Period.

 The “Released Parties” means: Defendants and each of their former and present officers,
directors, owners, attorneys, insurers, employees and agents.

1 J. The PAGA Release. After the Court’s judgment is final, and Defendants have paid
2 the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved
3 Employees will be barred from asserting any of the “Released PAGA Claims” against Defendants,
4 whether or not they exclude themselves from the Settlement. This means that all Aggrieved
5 Employees, including those who are Participating Class Members and those who opt-out of the
6 Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against the
7 Release Parties based on the PAGA claims alleged in the Action and resolved by this Settlement.

8 The Aggrieved Employees will be bound by the release of the following “Released PAGA
9 Claims”:

10 All Aggrieved Employees are deemed to release, on behalf of themselves and their
11 respective former and present representatives, agents, attorneys, heirs, administrators,
12 successors, and assigns, the Released Parties from all claims for PAGA penalties that were
13 alleged, or reasonably could have been alleged, based on the facts set forth in the
14 Operative Complaint and the PAGA Notice that arose during the PAGA Period including,
15 e.g., claims for: (a) failure to pay all wages earned for all hours worked and other
16 compensable hours at the correct rates of pay, including for off-the-clock work, hours
17 improperly deducted, minimum wages, regular wages, overtime wages, and doubletime
18 wages; (b) failure to provide compliant rest breaks or compensation in lieu thereof; (c)
19 failure to provide compliant meal periods or compensation in lieu thereof; (d) failure to
20 reimburse for necessary business-related expenses; (e) failure to provide accurate and
21 complete itemized wage statements and maintain payroll records; (f) failure to timely pay
22 all wages due during employment and upon separation of employment; and (g) claims for
23 unfair competition. (“Released PAGA Claims”). The foregoing release shall be binding
24 on Plaintiff, the Aggrieved Employees, and the State of California, and shall bar by res
25 judicata any claim under the PAGA brought by any person, including the Aggrieved
26 Employees, on behalf of the State of California, as to any claims predicated on the
27 Released PAGA Claims. Aggrieved Employees do not release claims for wages or
28 damages unless such Aggrieved Employee is a Participating Class Member.

4. **HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?**

21 A. Individual Class Payments. The Administrator will calculate Individual Class
22 Payments by (a) dividing the Net Settlement Amount by the total number of Work Weeks worked
23 by all Participating Class Members, and (b) multiplying the result by the number of Work Weeks
24 worked by each individual Participating Class Member.

25 B. Individual PAGA Payments. The Administrator will calculate Individual PAGA
26 Payments by (a) dividing \$35,000.00 by the total number of PAGA Pay Periods worked by all
27 Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked
28 by each individual Aggrieved Employee.

1 C. Workweek/Pay Period Challenges. The number of Class Work Weeks you worked
2 during the Class Period and the number of PAGA Pay Periods you worked during the PAGA
3 Period, as recorded in Defendants' records, are stated in the first page of this Notice. You have
4 until <<RESPONSE DEADLINE>> to challenge the number of Work Weeks and/or PAGA Pay
5 Periods credited to you. You can submit your challenge by signing and sending a letter to the
6 Administrator by email, fax or regular U.S. mail. You can use the enclosed Dispute form for this
7 purpose. Section 9 of this Notice has the Administrator's contact information.

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

16 5. HOW WILL I GET PAID?

17 A. Participating Class Members. The Administrator will send, by U.S. mail, a single
18 check to every Participating Class Member (i.e., every Class Member who doesn't opt-out)
19 including those who also qualify as Aggrieved Employees. The single check will combine the
20 Individual Class Payment and the Individual PAGA Payment.

21 B. Non-Participating Class Members. The Administrator will send, by U.S. mail, a
22 single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class
23 Settlement (i.e., every Non-Participating Class Member).

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

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

28 Email, fax, or mail a written and signed letter with your name, present address, telephone
number, and a simple statement that you do not want to participate in the Settlement. You may
use the enclosed Election Not To Participate In Settlement form for this purpose. The
Administrator will exclude you based on any writing communicating your request be excluded.
Be sure to personally sign your request, identify the Action as *Armando Ascencio vs. Monarch
Litho Inc.*, Case No. 24STCV27524, and include your identifying information (full name, address,
telephone number, approximate dates of employment, and social security number for verification
purposes). You must make the request yourself. If someone else makes the request for you, it
will not be valid. You should send your Request for Exclusion to the Administrator by email, fax,
or send by regular U.S. mail. **The Administrator must be sent your request to be excluded by
<<RESPONSE DEADLINE>>, or it will be invalid.** Section 9 of the Notice has the

1 Administrator's contact information. If you are an Aggrieved Employee, you will still receive an
2 Individual PAGA Payment.

3 **7. HOW DO I OBJECT TO THE SETTLEMENT?**

4 Only Participating Class Members have the right to object to the Settlement. Before deciding
5 whether to object, you may wish to see what Plaintiff and Defendants are asking the Court to
6 approve. At least 16 days before the Final Approval Hearing, Class Counsel and/or Plaintiff will
7 file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why
8 the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award
9 stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and
10 (ii) the amount Plaintiff is requesting as a Class Representative Service Payment. Upon
11 reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will
12 send you copies of these documents at no cost to you. You can also view them and the Settlement
13 Agreement on the Administrator's Website <<ADMINISTRATOR WEBSITE>> or the Court's
14 website <<COURT WEBSITE>>.

15 A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for
16 Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to
17 object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class
18 Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the
19 Administrator is <<RESPONSE DEADLINE>>.** Be sure to tell the Administrator what you
20 object to, why you object, and any facts that support your objection. Make sure you identify the
21 Action, *Armando Ascencio vs. Monarch Litho Inc.*, case no. 24STCV27524, and include your
22 name, current address, telephone number, and approximate dates of employment for Defendants
23 and sign the objection. Section 9 of this Notice has the Administrator's contact information. You
24 may use the enclosed Objection form for this purpose. You should send your objection to the
25 Administrator by email, fax, or send by regular U.S. mail.

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

21 **8. CAN I ATTEND THE FINAL APPROVAL HEARING?**

22 You can, but don't have to, attend the Final Approval Hearing on <<FINAL APPROVAL
23 HEARING DATE>> at <<FINAL APPROVAL HEARING TIME>> in Department 12 of the Los
24 Angeles Superior Court, located at Spring Street Courthouse, 312 N. Spring Street, Los Angeles,
25 CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the
26 Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and
27 the Administrator. The Court will invite comment from objectors, Class Counsel and Defense
28 Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally
or virtually by <<CourtConnect/CourtCall/MicrosoftTeams>>

(https://www.<<CourtVirtualAppearanceLink>>. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website <<ADMINISTRATOR WEBSITE>> beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website at <<CLERK OF COURT'S PHONE NUMBER>>. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<http://www.<<COURT'S WEBSITE>>.aspx>) and entering the Case Number for the Action, Case No. 24STCV27524. You can also make an appointment to personally review court documents in the Clerk's Office at the Spring Street Courthouse by calling <<CLERK OF COURT'S PHONE NUMBER>>.

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

Class Counsel:

Name of Attorney:	David Glenn Spivak
Email Address:	david@spivaklaw.com
Name of Firm:	The Spivak Law Firm
Mailing Address:	8605 Santa Monica Bl PMB 42554 West Hollywood, CA 90069
Telephone:	(213) 725-9094

Administrator:

Name of Company:	Apex Class Action Administration
Email Address:	—
Mailing Address:	—
Telephone:	—
Fax Number:	—

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

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

1 (https://www.sco.ca.gov/search_upd.html) for instructions on how to retrieve the funds. You can
2 contact the Unclaimed Property Fund at (800) 992-4647.

3 **11. WHAT IF I CHANGE MY ADDRESS?**

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

1 *Ascencio v. Monarch Litho Inc.*
2 **Superior Court of the State of California, County of Los Angeles**
3 Case No. 24STCV27524

4 **ELECTION NOT TO PARTICIPATE IN SETTLEMENT FORM**

5 **IF YOU WANT TO BE INCLUDED IN THIS CLASS ACTION SETTLEMENT AND BE ELIGIBLE FOR**
6 **A SHARE OF THE SETTLEMENT PROCEEDS,**
7 **DO NOT FILL OUT THIS FORM.**

8 **IF YOU DO NOT WANT TO BE INCLUDED IN THE SETTLEMENT, YOU MUST COMPLETE AND**
9 **SIGN THIS DOCUMENT AND MAIL IT TO THE ADDRESS BELOW, EMAILED, FAXED, OR**
10 **POSTMARKED NOT LATER THAN <<RESPONSE DEADLINE>>:**

11 *Ascencio v. Monarch Litho Inc.* Class Action Administrator
12 c/o ____
13 ____
14 ____

15 I declare as follows: I have received notice of the proposed settlement in this action and I wish to be
16 excluded from the class and ***not*** to participate in the proposed settlement. I understand this means that I will not be
17 bound by the Settlement and also will not share in the settlement proceeds. I understand that exclusion from the
18 Class Settlement will not result in exclusion from the PAGA portion of the Settlement. If I am an Aggrieved
19 Employee under the Settlement, I will still receive an Individual PAGA Payment.

20 (Typed or Printed Name)

21 (Address)

22 (City, State, Zip Code)

23 (Telephone Number, Including Area Code)

24 (Identification Number)

25 I declare under penalty of perjury under the laws of the State of California that the foregoing is true and
26 correct and was executed on ____.

27 Dated: ____.
28 (Signature)

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EXHIBIT C

1 **WORK WEEK/PAGA PAY PERIOD DISPUTE FORM**

2 Superior Court of The State of California

3 For The County of Los Angeles

4 *Armando Ascencio v. Monarch Litho Inc.*, Case No. 24STCV27524

5 Indicate Name/Address Changes, if any:

6 <<Name>>

7 <<Address>>

8 <<City>>, <<State>> <<Zip Code>>

9 XX – XX –

10 The amount of your estimated Individual Class Payment is based upon the number of eligible
11 Work Weeks you worked between October 21, 2020 and _____[the date preliminary
12 approval of the settlement is entered by the court or the Alternate End Date]. “Work Week”
13 means any week during which a Class Member worked for Defendants for at least one day, during
14 the Class Period. The amount of your estimated Individual PAGA Payment is based upon the
15 number of PAGA Pay Periods you worked between October 15, 2023 and _____[the date
16 preliminary approval of the settlement is entered by the court or the Alternate End Date].
17 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for
18 Defendants for at least one day during the PAGA Period. The number of Work Weeks and PAGA
19 Pay Periods applicable to your claim are set forth below.

20 **YOUR ELIGIBLE WORK WEEKS**

21 Defendants’ records indicate that you worked <<number of Class Workweeks>> Work Weeks
22 between October 21, 2020 and _____[the date preliminary approval of the settlement is entered
23 by the court or the Alternate End Date] and <<number of PAGA Pay Periods>> PAGA Pay
24 Periods between October 15, 2023 through _____[the date preliminary approval of the settlement
25 is entered by the court or the Alternate End Date].

26 **YOUR ESTIMATED SETTLEMENT AWARD AND DISPUTE PROCEDURE**

27 Under the terms of the Class Action Settlement, you are entitled to receive an Individual Class
28 Payment in the approximate estimated amount of <<\$Class Settlement Share Amount>>, minus
all applicable payroll and tax deductions, after the Court approves the Settlement and it goes into
effect. This process may take six months or more. You will receive a Form W-2 reflecting the
payment to you. Your settlement share reflected on this Notice is only an estimate. The exact
amount of the payment could vary, up or down. You are also entitled to receive an Individual
PAGA Payment in the approximate estimated amount of <<\$PAGA Settlement Share
Amount>>.

If you wish to dispute the number of Work Weeks and/or PAGA Pay Periods credited to you, or
anything else about your employment status, you can complete and return this form by indicating
what you believe is incorrect on the blank lines below and return it on or before <<RESPONSE
DEADLINE>> to the Administrator by email, fax, or regular U.S. Mail with proof of the

1 submission date (such as a postmark or delivery service date stamp). You may use this Work
2 Week/PAGA Pay Period Dispute Form for this purpose. You must also send any documents or
3 other information that you contend supports your belief that the information set forth above is
4 incorrect. You should send copies rather than originals because the documents will not be
5 returned to you. The Administrator will resolve any dispute based upon Defendants' records and
any information you provide. Please be advised that the information on this Work Week/ PAGA
Pay Period Dispute Form is presumed to be correct unless the documents you submit are
company records from Defendants.

6 _____
7 _____
8 _____

9 **UNLESS YOU ARE FILING A DISPUTE REGARDING THE NUMBER OF WORK**
10 **WEEKS OR PAGA PAY PERIODS, RECEIPT OF A SETTLEMENT PAYMENT, OR**
11 **YOUR EMPLOYMENT STATUS, YOU DO NOT NEED TO TAKE ANY ACTION**

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EXHIBIT D

1 **OBJECTION FORM**

2 **Armando Ascencio v. Monarch Litho Inc.**
3 **Superior Court of the State California, County of Los Angeles**
4 **Case No. 24STCV27524**

5 Please verify and/or complete any missing identifying information:

6 CPT ID: <<CPT ID>>

7 <<Name>>

8 <<Address1>>

<<Address2>>

<<City>>, <<State>> <<Zip>>

CORRECT NAME AND ADDRESS HERE:

Telephone Number: (_____) _____ - _____

10 **THIS FORM IS TO BE USED ONLY IF YOU WANT TO PARTICIPATE IN THE**
11 **SETTLEMENT, BUT YOU OBJECT TO THE TERMS OF THE SETTLEMENT. IF**
12 **YOU OBJECT TO THE SETTLEMENT, YOU SHOULD SIGN AND COMPLETE THIS**
13 **FORM ACCURATELY AND IN ITS ENTIRETY (OR ONE LIKE IT), AND YOU**
14 **SHOULD EMAIL IT TO <<_____@_____.COM>>, FAX IT TO <<XXX-XXX-**
15 **XXXX>>, OR MAIL IT BY FIRST CLASS U.S. MAIL TO THE ADMINISTRATOR SO**
16 **THAT IT IS POSTMARKED ON OR BEFORE <<RESPONSE DEADLINE>>. THE**
17 **ADDRESS FOR THE ADMINISTRATOR IS NOTED ON PAGE TWO OF THIS FORM.**

18 **IF YOU DO NOT OBJECT TO THE SETTLEMENT, DO NOT SUBMIT THIS FORM.**
19 **THE ADMINISTRATOR WILL SEND THIS OBJECTION AND ANY SUPPORTING**
20 **DOCUMENTS TO THE ATTORNEYS FOR THE PARTIES. THE ATTORNEYS FOR**
21 **THE PARTIES WILL FILE THE OBJECTION WITH THE COURT.**

22 The Court will consider your objection at the Final Approval Hearing if you timely submit it.
23 Include any and all evidence and supporting papers (including, without limitation, all briefs,
24 written evidence, and declarations) that you would like the Court to consider. However, you may
25 speak to the Court at the final approval hearing whether or not you submit a timely objection.

26 [] I OBJECT to the *Armando Ascencio v. Monarch Litho Inc.* Settlement on the following
27 grounds (if additional space necessary, please include additional sheets of paper):

28 _____

[] I am or will be represented by an attorney (provide name and address of attorney on lines below if applicable):

Executed on _____, 2025

(Signature)

<<Name>>

(Printed Name)

EMAIL TO THE ADMINISTRATOR: << _____@_____.COM>>

FAX TO THE ADMINITRATOR: <<(XXX) XXX-XXXX>>

MAIL TO THE SETTLEMENT ADMINISTRATOR, BY U.S. MAIL
POSTMARKED NOT LATER THAN <<RESPONSE DEADLINE>>:

Armando Ascencio v. Monarch Litho Inc. Administrator
[ADDRESS]

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EXHIBIT E

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES
(UNLIMITED JURISDICTION)

ARMANDO ASCENCIO, on behalf of himself
and all others similarly situated, and as an
“aggrieved employee” on behalf of other
“aggrieved employees” under the Labor Code
Private Attorneys General Act of 2004,

Plaintiff(s),

vs.

MONARCH LITHO INC., a California
corporation, ROBERT LOPEZ, a natural
individual; and DOES 1–50, inclusive,

Defendant(s).

Case No. 24STCV27524

[PROPOSED] ORDER
PRELIMINARILY APPROVING
CLASS ACTION SETTLEMENT

Action filed: October 21, 2024
Dept: 12, The Honorable Carolyn
B. Kuhl

The Motion of Plaintiff Armando Ascencio (hereafter referred to as “Plaintiff”) for Preliminary Approval of a Class Action Settlement (the “Motion”) was considered by the Court, The Honorable Carolyn B. Kuhl presiding. The Court having considered the Motion, the Class Action and PAGA Settlement Agreement and Class Notice (“Settlement” or “Settlement Agreement”), and supporting papers, HEREBY ORDERS THE FOLLOWING:

1 1. The Court grants preliminary approval of the Settlement and the Settlement Class
2 based upon the terms set forth in the Settlement filed as an Exhibit to the Motion for Preliminary
3 Approval. All terms herein shall have the same meaning as defined in the Settlement. The Court
4 has determined only that there is sufficient evidence to suggest that the proposed settlement might
5 be fair, adequate, and reasonable, and that any final determination of those issues will be made at
6 the final hearing. The Court will make a determination at the hearing on the motion for final
7 approval of class action settlement (the “Final Approval Hearing”) as to whether the Settlement
8 is fair, adequate and reasonable to the Settlement Class.

9 2. For purposes of this Preliminary Approval Order, the “Settlement Class” means
10 all persons Defendants employed in California as non-exempt, hourly employees who worked for
11 Defendants during the Class Period (collectively “Class Members”). The “Class Period” shall
12 mean the period of time from October 21, 2020, through [the date the Court preliminarily
13 approves this class action settlement or the Alternate End Date].

14 3. Based on its records, Defendants estimates that, as of March 10, 2025, the date the
15 Parties participated in mediation, (1) there were 111 Class Members and 17,853 total Work Weeks
16 during the Class period and (2) there were 89 Aggrieved Employees who worked 3,825 Pay
17 Periods during the PAGA Period. If the number of Class Members and/or Work Weeks as of the
18 date the Court approves the settlement exceeds the estimated number of Class Members and/or
19 Work Weeks by more than 10%, the Gross Settlement Amount, including the Class Counsel Fees
20 Payment, would increase proportionally according to the number of additional Work Weeks or
21 Class Members above 110% of Defendants’ estimates, whichever results in a higher increase in
22 the Gross Settlement Amount. In the alternative, Defendants had the option to elect to end the
23 Class Period and PAGA period on an earlier date at their discretion in order to limit the covered
24 Work Weeks and the number of Class Members to no more than the 110% of Defendants
25 estimates. According to Defendants’ records, the number of additional Work Weeks or Class
26 Members [did or did not] exceed Defendants’ estimates by more than 10%. Based thereon,
27 Defendants have elected [an Alternate End Date of _____ or _____, the date

1 the Court approved the settlement] as the Class Period and PAGA Period end date, [which does
2 or which does not] result in an increase to the Gross Settlement Amount.

3 4. “Effective Date” means the date by when both of the following have occurred: (a)
4 the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the
5 Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no
6 Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if
7 one or more Participating Class Members objects to the Settlement, the day after the deadline for
8 filing a notice of appeal from the Judgment; (c) or if a timely appeal from the Judgment is filed,
9 the day after the appellate court affirms the Judgment and issues a remittitur.

10 5. This action is provisionally certified pursuant to section 382 of the California Code
11 of Civil Procedure and Rule 3.760, et seq. of the California Rules of Court as a class action for
12 purposes of settlement only with respect to the proposed Settlement Class.

13 6. Not later than 15 days after the Court grants Preliminary Approval of the
14 Settlement, Defendants will simultaneously deliver the Class Data to the Administrator, in the
15 form of a Microsoft Excel spreadsheet. To protect Class Members’ privacy rights, the
16 Administrator must maintain the Class Data in confidence, use the Class Data only for purposes
17 of the Settlement and for no other purpose, and restrict access to the Class Data to Administrator
18 employees who need access to the Class Data to effect and perform under the Settlement
19 Agreement. Defendants have a continuing duty to immediately notify Class Counsel if they
20 discover that the Class Data omitted class member identifying information and to provide
21 corrected or updated Class Data as soon as reasonably feasible. Without any extension of the
22 deadline by which Defendants must send the Class Data to the Administrator, the Parties and their
23 counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any
24 issues related to missing or omitted Class Data.

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

1 8. Using best efforts to perform as soon as possible, and in no event later than 14
2 days after receiving the Class Data, the Administrator will send to all Class Members identified
3 in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Notice Packet
4 with Spanish translation, if applicable substantially in the forms attached to the Settlement
5 Agreement. The first page of the Class Notice shall prominently estimate the dollar amounts of any
6 Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the
7 number of Work Weeks and PAGA Pay Periods (if applicable) used to calculate these amounts.
8 Before mailing Notice Packets, the Administrator shall update Class Member addresses using the
9 National Change of Address database.

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

17 10. Class Counsel’s contact information is David Glenn Spivak, Esq., The Spivak Law
18 Firm, 8605 Santa Monica Bl, PMB 42554, West Hollywood, CA 90069. Defense Counsel’s
19 contact information is Alfred J. Landegger, Esq., Landegger Verano, ALC, 15760 Ventura Blvd.,
20 Suite 1200, Encino, CA, 91436.

21 11. The deadlines for Class Members’ written objections, Challenges to Work Weeks
22 and/or PAGA Pay Periods (disputes), and Requests for Exclusion will be extended an additional
23 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose
24 notice is re-mailed. The Administrator will inform the Class Member of the extended deadline
25 with the re-mailed Notice Packet.

26 12. If the Administrator, Defendants or Class Counsel is contacted by or otherwise
27 discovers any persons who believe they should have been included in the Class Data and should
28

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

7 13. Requests for Exclusion. Class Members who wish to exclude themselves (opt-out
8 of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written
9 Request for Exclusion not later than 60 days after the Administrator mails the Notice Packet (plus
10 an additional 14 days for Class Members whose Notice Packet is re-mailed). A Request for
11 Exclusion is a letter from a Class Member or his/her representative that reasonably communicates
12 the Class Member's election to be excluded from the Settlement and includes the Class Member's
13 name, address and email address or telephone number. To be valid, a Request for Exclusion must
14 be timely faxed, emailed, or postmarked by the Response Deadline. An Election Not to Participate
15 in Settlement form, attached to the Settlement Agreement as Exhibit B, may be used for this
16 purpose but is not required.

17 14. The Administrator may not reject a Request for Exclusion as invalid because it
18 fails to contain all the information specified in the Class Notice. The Administrator shall accept
19 any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of
20 the person as a Class Member and the Class Member's desire to be excluded. The Administrator's
21 determination shall be final and not appealable or otherwise susceptible to challenge. If the
22 Administrator has reason to question the authenticity of a Request for Exclusion, the
23 Administrator may demand additional proof of the Class Member's identity. The Administrator's
24 determination of authenticity shall be final and not appealable or otherwise susceptible to
25 challenge.

26 15. Every Class Member who does not submit a timely and valid Request for Exclusion
27 is deemed to be a Participating Class Member under the Settlement Agreement, entitled to all

benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 6.2 and 6.3 of the Settlement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

16. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. However, all Aggrieved Employees, including those that are Non-Participating Class Member, will be deemed to release all claims for civil penalties that could have been sought by the Labor Commissioner for the violations identified in Plaintiffs pre-filing letter to the LWDA, including the Released PAGA Claims under Paragraph 6.3 of the Settlement. Aggrieved Employees do not release claims for wages or damages unless such Aggrieved Employee is a Participating Class Member.

17. Challenges to Calculation of Work Weeks/PAGA Pay Periods. Each Class Member shall have 60 days after the Administrator mails the Notice Packet (plus an additional 14 days for Class Members whose Notice Packet is re-mailed) to challenge the number of Class Work Weeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. This is also known as a dispute. A Class Work Week/PAGA Pay Period Dispute form, attached as Exhibit C to the Settlement Agreement, may be used for this purpose but is not required. The Class Members may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Work Weeks/PAGA Pay periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Work Weeks and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Work Weeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

18. Objections to Settlement. Only Participating Class Members may object to the

1 class action components of the Settlement and/or this Agreement, including contesting the
2 fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class
3 Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

4 19. Participating Class Members may send written objections to the Administrator, by
5 fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire
6 an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A
7 Participating Class Member who elects to send a written objection to the Administrator must do
8 so not later than 60 days after the Administrator's mailing of the Notice Packet (plus an additional
9 14 days for Class Members whose Notice Packet was re-mailed). An The Objection form,
10 attached as Exhibit D to the Settlement Agreement, may be used for this purpose but is not
11 required.

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

14 21. Not later than 14 days before the date by which Plaintiff is required to file the
15 Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and
16 Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and
17 compliance with all of its obligations under the Settlement Agreement, including, but not limited
18 to, its mailing of the Notice Packets, the Notice Packets returned as undelivered, the re-mailing
19 of Notice Packets, attempts to locate Class Members, the total number of Requests for Exclusion
20 from Settlement it received (both valid or invalid), the number of written objections and attach
21 the Exclusion List. The Administrator will supplement its declaration as needed or requested by
22 the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's
23 declaration(s) in Court.

24 22. The Court approves, as to form and content, the Class Notice in substantially the
25 form attached as Exhibit A to the Settlement Agreement, the Election Not to Participate in
26 Settlement form in substantially the form attached as Exhibit B to the Settlement Agreement, the
27 Work Week/PAGA Pay Period Dispute form in substantially the form attached as Exhibit C to

1 the Settlement Agreement, and the Objection form in substantially the form attached as Exhibit
2 D to the Settlement Agreement.

3 23. The Court approves, for settlement purposes only, David Glenn Spivak and
4 Caroline Tahmassian of The Spivak Law Firm.

5 24. The Court approves, for settlement purposes only, Armando Ascencio as the Class
6 Representative.

7 25. The Court approves Apex Class Action Administration as the Administrator.

8 26. The Court preliminarily approves Class Counsel's request for attorneys' fees and
9 costs subject to final review by the Court.

10 27. The Court preliminarily approves the estimated Administrator costs payable to the
11 Administrator subject to final review by the Court.

12 28. The Court preliminarily approves Plaintiff's Class Representative Service
13 Payment subject to final review by the Court.

14 29. A Final Approval Hearing shall be held on ____ at .m. in Department 12 of the
15 Superior Court for the State of California, County of Los Angeles, located at the Spring Street
16 Courthouse, 312 N. Spring Street, Los Angeles, CA 90012 to consider the fairness, adequacy and
17 reasonableness of the proposed Settlement preliminarily approved by this Preliminary Approval
18 Order, and to consider the application of Class Counsel for attorneys' fees and costs and the Class
19 Representative Service Payment to the Class Representative. The notice of motion and all briefs
20 and materials in support of the motion for final approval of class action settlement and motion for
21 attorneys' fees and litigation costs shall be served and filed with this Court on or before ____.
22 Plaintiff's counsel must give notice to any objecting party of any continuance of the hearing of
23 the motion for final approval.

24 30. If for any reason the Court does not execute and file a Final Approval Order and
25 judgment, or if the Effective Date, as defined in the Settlement, does not occur for any reason, the
26 proposed Settlement that is the subject of this order, and all evidence and proceedings had in
27 connection therewith, shall be without prejudice to the status quo ante rights of the Parties to the

1 litigation, as more specifically set forth in the Settlement.

2 31. The Court expressly reserves the right to adjourn or continue the Final Approval
3 Hearing from time to time without further notice to members of the Class. The Plaintiff shall give
4 prompt notice of any continuance to Settlement Class Members who object to the Settlement.

5 **IT IS SO ORDERED.**

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8 **DATE**

**THE HONORABLE CAROLYN B.
KUHL
SUPERIOR COURT JUDGE**

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EXHIBIT F

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES
(UNLIMITED JURISDICTION)

ARMANDO ASCENCIO, on behalf of himself
and all others similarly situated, and as an
“aggrieved employee” on behalf of other
“aggrieved employees” under the Labor Code
Private Attorneys General Act of 2004,

Plaintiff(s),

vs.

MONARCH LITHO INC., a California
corporation, ROBERT LOPEZ, a natural
individual; and DOES 1–50, inclusive,

Defendant(s).

Case No. 24STCV27524

**[PROPOSED] FINAL ORDER AND
JUDGMENT APPROVING CLASS
ACTION SETTLEMENT**

Action filed: October 21, 2024
Dept: 12, The Honorable Carolyn
B. Kuhl

20 This matter came on for hearing on ____ at ____ .m. in Department 12 of the above-captioned
21 court on Plaintiff’s Motion for Final Approval of a Class Action Settlement pursuant to California
22 Rules of Court, Rule 3.769, as set forth in the Joint Stipulation of Class Action Settlement and
23 Release of Claims (the “Settlement”) filed herewith which provides for a Gross Settlement
24 Amount (“GSA”) of up to \$1,600,000.00 in compromise of all disputed claims on behalf of all
25 persons Defendants employed in California as non-exempt, hourly employees who worked for
26 Defendants during the period of October 21, 2020 to _____ <<the date the Court preliminarily
27 approves this class action settlement or the Alternate End Date >> (“Settlement Class Period”).

1 All capitalized terms used herein shall have the same meaning as defined in the Settlement.

2 In accordance with the Court's prior Order Granting Preliminary Approval of Class Action
3 Settlement, Class Members have been given notice of the terms of the Settlement and the
4 opportunity to submit a claim, request exclusion, comment upon or object to it or to any of its
5 terms. Having received and considered the Settlement, the supporting papers filed by the Parties,
6 and the evidence and argument received by the Court in conjunction with the motions for
7 preliminary and final approval of the Settlement, the Court grants final approval of the Settlement
8 and HEREBY ORDERS, ADJUDGES, DECREES AND MAKES THE FOLLOWING
9 DETERMINATIONS¹:

10 1. The Court has jurisdiction over the subject matter of the Action and over all Parties
11 to the Action, including all Class Members. Pursuant to this Court's Order Granting Preliminary
12 Approval of Class Action Settlement of ___, the Notice Packet was sent to each Class Member
13 by First Class U.S. mail. The Notice Packet informed Class Members of the terms of the
14 Settlement, their right to receive their proportional share of the Settlement, their right to request
15 exclusion, their right to comment upon or object to the Settlement, and their right to appear in
16 person or by counsel at the final approval hearing and be heard regarding final approval of the
17 Settlement. Adequate periods of time were provided by each of these procedures. No member of
18 the Settlement Class presented written objections to the proposed Settlement as part of this notice
19 process, stated an intention to appear, or actually appeared at the final approval hearing.

20 2. For purposes of this Final Order and Judgment, the Class Members are all persons
21 Defendants employed in California as non-exempt, hourly employees who worked for Defendants
22 during the period of October 21, 2020 to _____ <<the date the Court preliminarily approves
23 this class action settlement or the Alternate End Date >> ("Settlement Class Period").

24 3. The Court finds and determines that the notice procedure afforded adequate
25 protections to Class Members and provides the basis for the Court to make an informed decision

26 _____
27 ¹ A true and correct copy of the Court's ruling on the Motion for Preliminary Approval of Class
28 Action Settlement entered on [REDACTED] is attached hereto as **Exhibit A** and incorporated by reference.

1 regarding final approval of the Settlement based on the responses of Class Members. The Court
2 finds and determines that the notice provided in this case was the best notice practicable, which
3 satisfied the requirements of law and due process as to all persons entitled to such notice.

4 **Release of Claims.** The Parties agree that it is their intent that the resolution set forth in
5 this Settlement will release and discharge the Released Claims by way of any further attempt, by
6 lawsuit, administrative claim or action, arbitration, demand, or other action of any kind by each
7 and all of the Settlement Class Members (including participation to any extent in any
8 representative or collective action) against the Released Parties. This release will not take effect
9 until Defendants have paid the Gross Settlement Amount in full per the Settlement Agreement.

10 **Released Class Claims.** The Participating Class Members will be bound by the release of
11 the following “Released Class Claims”:

12 All Participating Class Members, on behalf of themselves and their respective former and
13 present representatives, agents, attorneys, heirs, administrators, successors, and assigns,
14 release Released Parties from all claims that were alleged, or reasonably could have been
15 alleged, based on the facts set forth in the Operative Complaint that arose during the Class
16 Period including, e.g., claims for: (a) failure to pay all wages earned for all hours worked
17 and other compensable hours at the correct rates of pay, including for off-the-clock work,
18 hours improperly deducted, minimum wages, regular wages, overtime wages, and
19 doubletime wages; (b) failure to provide compliant rest breaks or compensation in lieu
20 thereof; (c) failure to provide compliant meal periods or compensation in lieu thereof; (d)
21 failure to reimburse for necessary business-related expenses; (e) failure to provide
22 accurate and complete itemized wage statements and maintain payroll records; (f) failure
23 to timely pay all wages due during employment and upon separation of employment; and
24 (g) claims for unfair competition. Except for Plaintiff’s Release by Plaintiff and Released
25 PAGA Claims being released by Aggrieved Employees, Participating Class Members do
26 not release any other claims, including claims for vested benefits, wrongful termination,
27 violation of the Fair Employment and Housing Act, unemployment insurance, disability,

1 social security, workers' compensation, or claims based on facts occurring outside the
2 Class Period.

3 **Released PAGA Claims:** The Aggrieved Employees will be bound by the release of the
4 following "Released PAGA Claims":

5 All Aggrieved Employees are deemed to release, on behalf of themselves and their
6 respective former and present representatives, agents, attorneys, heirs, administrators,
7 successors, and assigns, the Released Parties from all claims for PAGA penalties that were
8 alleged, or reasonably could have been alleged, based on the facts set forth in the Operative
9 Complaint and the PAGA Notice that arose during the PAGA Period including, e.g.,
10 claims for: (a) failure to pay all wages earned for all hours worked and other compensable
11 hours at the correct rates of pay, including for off-the-clock work, hours improperly
12 deducted, minimum wages, regular wages, overtime wages, and doubletime wages; (b)
13 failure to provide compliant rest breaks or compensation in lieu thereof; (c) failure to
14 provide compliant meal periods or compensation in lieu thereof; (d) failure to reimburse
15 for necessary business-related expenses; (e) failure to provide accurate and complete
16 itemized wage statements and maintain payroll records; (f) failure to timely pay all wages
17 due during employment and upon separation of employment; and (g) claims for unfair
18 competition. The foregoing release shall be binding on Plaintiff, the Aggrieved
19 Employees, and the State of California, and shall bar by res judicata any claim under the
20 PAGA brought by any person, including the Aggrieved Employees, on behalf of the State
21 of California, as to any claims predicated on the Released PAGA Claims. Aggrieved
22 Employees do not release claims for wages or damages unless such Aggrieved Employee
23 is a Participating Class Member.

24 **"Released Parties"** shall mean Defendants and each of their former and present officers,
25 directors, owners, attorneys, insurers, employees and agents.

26 2. The Court further finds and determines that the terms of the Settlement are fair,
27 reasonable and adequate, that the Settlement is ordered finally approved, and that all terms and

1 provisions of the Settlement, including the release of claims contained therein, should be and
2 hereby are ordered to be consummated, and directs the Parties to effectuate the Settlement
3 according to its terms. As of the Effective Date of Settlement, and for the duration of the
4 Settlement Class Period, all Class Members are hereby deemed to have waived and released all
5 Released Claims and are forever barred and enjoined from prosecuting the Released Claims
6 against the Released Parties as fully set forth in the Settlement. No objections were received by
7 the Parties or the Court through the date of this Final Order and Judgment. The Court finds ____
8 Class Member(s) - ____ - submitted a request for exclusion from the Settlement as determined by
9 the Administrator and therefore is/are not in the Settlement Class.

10 3. The Court finds and determines that (a) the Settlement Shares to be paid to
11 Participating Class Members and (b) the LWDA payment as civil penalties under the California
12 Labor Code Private Attorneys General Act of 2004, as amended, California Labor Code sections
13 2699 *et seq.*, as provided for by the Settlement are fair and reasonable. The Court hereby grants
14 final approval to, and orders the payment of, those amounts be made to the Participating Class
15 Members and to the California Labor & Workforce Development Agency (“LWDA”), in
16 accordance with the terms of the Settlement.

17 4. The Court further grants final approval to and orders that the following payments
18 be made in accordance with the terms of the Settlement:

19 a. Class Counsel fees & costs of \$533,333.33 in attorneys’ fees and
20 \$15,000.00 in litigation costs to Class Counsel;

21 b. \$15,000.00 as a Class Representative Service Payment award payable to
22 Plaintiff Armando Ascencio for his service as a Class Representative;

23 c. \$10,000.00 in costs of the Administrator payable to Apex Class Action
24 Administration for its services as the Administrator; and

25 d. Payment of \$65,000.00 (65% of the (\$100,000.00 PAGA penalty) to the
26 LWDA.

27 7. The settlement shall proceed as directed in the Settlement, and no payments

1 pursuant to the Settlement shall be distributed until after the Effective Date of Settlement. Without
2 affecting the finality of this Final Order and Judgment in any way, the Court retains jurisdiction
3 of all matters relating to the interpretation, administration, implementation, effectuation and
4 enforcement of this Final Order and Judgment and the Settlement pursuant to California Rule of
5 Court 3.769(h).

6 8. Within 30 calendar days of the Effective Date of Settlement, Defendants shall
7 deposit the Settlement proceeds in an account designated by the Administrator comprising of: (i)
8 the total amount of all Individual Class Payments to Participating Class Members, (ii) the Court
9 approved Class Counsel fees & costs, (iii) the Court-approved Class Representative Service
10 Payment, (iv) the Court-approved costs of the Administrator, (v) the payment to the LWDA, and
11 (vi) the total amount of all Individual PAGA Payments to Aggrieved Employees.

12 9. Other than their employer side payroll taxes, Defendants' payment of such sums
13 shall be the sole financial obligation of Defendants under the Settlement, and shall be in full
14 satisfaction of all claims released herein, including, without limitation, all claims for wages,
15 penalties, interest, attorneys' fees, costs and expenses.

16 10. Pursuant to CCP 384 and the Settlement, Participating Class Members shall have
17 one hundred and eighty (180) days from the date of the check's issuance to cash their Settlement
18 Share check. After the expiration of the 180-day period, on Defendants' behalf, the Administrator
19 shall remit any amounts from voided settlement checks and otherwise unclaimed, plus interest on
20 the Residue at the legal rate of interest from the date of entry of the initial judgement to the
21 California Unclaimed Property Fund.

22 11. The Parties shall file a final accounting report by _____. A non-appearance case
23 review re submission of a final report is scheduled for _____ at _____.m. in Department 12.

24 12. Nothing in this Final Order and Judgment shall preclude any action to enforce the
25 Parties' obligations under the Settlement or hereunder, including the requirement that Defendants
26 deposit funds for distribution by the Administrator to Participating Class Members in accordance
27 with the Settlement.

13. The Court hereby enters final judgment in this case in accordance with the terms of the Settlement, Order Granting Preliminary Approval of Class Action Settlement, and this Final Order and Judgment.

14. The Parties are hereby ordered to comply with the terms of the Settlement.

15. The Parties shall bear their own costs and attorneys' fees except as otherwise provided by the Settlement and this Final Order and Judgment.

16. The Settlement is not an admission by Defendants nor is this Final Order and Judgment a finding of the validity of any claims in the Action or of any wrongdoing by Defendants. Furthermore, the Settlement is not a concession by Defendants and shall not be used as an admission of any fault, omission, or wrongdoing by Defendants. Neither this Final Order and Judgment, the Settlement, any document referred to herein, any exhibit to any document referred to herein, any action taken to carry out the Settlement, nor any negotiations or proceedings related to the Settlement are to be construed as, or deemed to be evidence of, or an admission or concession with regard to, the denials or defenses of Defendant, and shall not be offered in evidence in any proceeding against the Parties hereto in any Court, administrative agency, or other tribunal for any purpose whatsoever other than to enforce the provisions of this Final Order and Judgment. This Final Order and Judgment, the Settlement and exhibits thereto, and any other papers and records on file in the Action may be filed in this Court or in any other litigation as evidence of the settlement by Defendants to support a defense of res judicata, collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to the Released Claims.

17. This document shall constitute a Judgment for purposes of California Rule of Court 3.769(h).

IT IS SO ORDERED, ADJUDGED AND DECREED.

DATE _____

THE HONORABLE CAROLYN B.

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**KUHL
SUPERIOR COURT JUDGE**

El presente Acuerdo de Conciliación de la Acción de Grupo y PAGA (“Acuerdo”) se suscribe por y entre el Demandante Armando Ascencio (“Demandante”), en su nombre y en nombre del “Grupo” según se define en el presente documento, por un lado, y los demandados Monarch Litho Inc. y Robert Lopez (colectivamente “Demandados” o “Monarch”), por otro lado. El Acuerdo se refiere al Demandante y a los Demandados colectivamente como “Partes”, o individualmente como “Parte”.

1. DEFINICIONES.

1.1. “Acción” se refiere a la demanda presentada por el demandante en la que alega violaciones de salarios y horas contra Monarch Litho Inc. titulada “Armando Ascencio, en nombre propio en nombre de todos los demás en situaciones similares, y del público en general, y como ‘Empleado Agraviado’ en nombre de otros ‘Empleados Agraviados’ según la Ley de Abogados Generales Privados del Código Laboral de 2004, *Demandante(s)*, contra Monarch Litho Inc., una corporación de California, Robert Lopez, una persona física; y DOES 1 a 50, ambos inclusive, *Demandado(s)*,” Número de Caso 24STCV27524 iniciado el 21 de octubre de 2024 y pendiente en el Tribunal Superior del Estado de California, Condado de Los Angeles.

1.2. “Administrador” se refiere a la Administración de la Acción de Grupo de Apex (“Apex”), la entidad neutral que las Partes han acordado designar para administrar el Acuerdo.

1.3. “Pago de Gastos de Administración” se refiere al monto que se le pagará al Administrador con cargo al Monto Bruto del Acuerdo para reembolsarle los honorarios y gastos razonables en que haya incurrido, de conformidad con la decisión del Administrador de “no exceder” la oferta presentada ante el Tribunal en relación con la Aprobación Preliminar del Acuerdo.

1.4. “Empleado Agraviado” se refiere a una persona empleada por Demandados en California y clasificada como empleado por hora no exento que trabajó para los Demandados durante el Período PAGA.

1.5. “Grupo” se refiere a todas las personas por los Demandados en California como empleados por hora no exentos que trabajaron para los Demandados durante el Período del Grupo.

1.6. “Abogado del grupo” se refiere a David Glenn Spivak y Caroline Tahmassian del bufete de abogados The Spivak Law Firm.

1.7. “Pago de Honorarios del Abogado del Grupo” y “Pago de los Gastos de Litigio del Abogado del Grupo” se refiere a los montos asignados al Abogado del Grupo para el reembolso de honorarios y gastos razonables del abogado, respectivamente, incurridos para procesar la Acción.

1.8. “Datos del Grupo” se refiere a la información de identificación del Miembro del Grupo que los Demandados tienen en su poder, incluyendo el nombre del Miembro del Grupo, la última dirección postal conocida, el número de Seguro Social y el número de semanas de trabajo del Grupo y los períodos de pago de PAGA.

1.9. “Miembro del Grupo” o “Miembro del Grupo del Acuerdo” se refiere a un Miembro del Grupo, ya sea como Miembro del Grupo Participante o Miembro del Grupo No Participante (incluido un Miembro del Grupo No Participante que reúna los requisitos para ser considerado como Empleado Agraviado).

1.10. “Búsqueda de direcciones de los Miembros del Grupo” se refiere a la investigación y búsqueda por parte del Administrador de las direcciones postales actuales de los Miembros del Grupo utilizando todas las fuentes, métodos y medios razonablemente disponibles, incluidos, entre otros, la base de datos Nacional de Cambios de Dirección, la localización de personas y el contacto directo del Administrador con los Miembros del Grupo.

1.11. “Notificación del Grupo” se refiere a la NOTIFICACIÓN APROBADA POR EL TRIBUNAL SOBRE EL ACUERDO DE ACCIÓN DE GRUPO Y LA FECHA DE AUDIENCIA PARA LA APROBACIÓN FINAL DEL TRIBUNAL, que se enviará por correo a los Miembros del Grupo en inglés con una traducción al español usando el formato oficial, sin variación material, adjunta como Anexo A y se incorpora como referencia en el presente Acuerdo.

1.12. “Período del Grupo” se refiere el período desde 21 de octubre de 2020 a la fecha en que el Tribunal apruebe de forma preliminar este acuerdo de acción de grupo, o la Fecha de finalización alternativa (según se define en el Párrafo 9 a continuación), lo que ocurra primero.

1.13. “Representante del Grupo” se refiere a Armando Ascencio, el Demandante nombrado en la denuncia operativa de la Acción que solicita la aprobación del Tribunal para actuar como Representante del Grupo.

1.14. “Pago por los Servicios del Representante del Grupo” se refiere al pago que se le pagará al Representante del Grupo por iniciar la Acción y prestar servicios en apoyo de la Acción.

1.15. “Tribunal” se refiere al Tribunal Superior de California, Condado de Los Angeles.

1.16. “Demandados” se refiere a los demandados nombrados Monarch Litho Inc. y Robert Lopez.

1.17. “Abogado de la Defensa” se refiere a Alfred J. Landegger, Evelyn Zarraga y James

1 M. Bacon de Landegger Verano, ALC.

2 1.18. “Fecha de Entrada en Vigor” se refiere a la fecha en que hayan ocurrido las dos
3 circunstancias siguientes: (a) el Tribunal dicte Sentencia sobre su Orden de Aprobación Final del
4 Acuerdo; y (b) la Sentencia sea definitiva. La Sentencia será definitiva en la fecha en que ocurra
5 la primera de las siguientes circunstancias: (a) si ningún Miembro del Grupo Participante se opone
6 al Acuerdo, el día en que el Tribunal dicte la Sentencia; (b) si uno o más Miembros del Grupo
7 Participantes se oponen al Acuerdo, el día siguiente a la fecha límite para presentar un aviso de
8 apelación contra la Sentencia; o (c) si se presenta una apelación dentro del plazo establecido de
9 la Sentencia, el día siguiente a la confirmación de la Sentencia por parte del Tribunal de
10 apelaciones y emita un *remittitur*.

11 1.19. “Aprobación Final” se refiere a la orden del Tribunal que otorga la aprobación
12 final del Acuerdo.

13 1.20. “Audiencia de Aprobación Final” se refiere a la audiencia del Tribunal sobre la
14 Moción de Aprobación Final del Acuerdo.

15 1.21. “Sentencia Definitiva” se refiere a la Sentencia dictada por el Tribunal al otorgar
16 la Aprobación Final del Acuerdo. Se adjunta como Anexo F un modelo de propuesta de Sentencia
17 Definitiva.

18 1.22. “Monto Bruto del Acuerdo” se refiere a \$1,600,000.00, que es el monto total que
19 los Demandados aceptan pagar de conformidad con el Acuerdo, excepto lo dispuesto en el Párrafo
20 9 más adelante, y sin incluir los impuestos sobre la nómina del empleador adeudados sobre las
21 Porciones Salariales de los Pagos Individuales del Grupo. El Monto Bruto del Acuerdo se utilizará
22 para pagar los Pagos Individuales del Grupo, los Pagos Individuales de PAGA, el Pago de PAGA
23 a la LWDA, los Honorarios del Abogado del Grupo, los Gastos del Abogado del Grupo, el Pago
24 por los Servicios del Representante del Grupo y el Pago de los Gastos de Administración.

25 1.23. “Pago Individual del Grupo” se refiere a la parte prorrateada que le corresponder
26 al Miembro del Grupo Participante del Monto Neto del Acuerdo calculado en función del número
27 de semanas laborales trabajadas durante el Período del Grupo.

28 1.24. “Pago Individual de PAGA” se refiere a la parte prorrateada del 35% de las
sanciones de PAGA que corresponde al empleado agraviado, calculadas según el número de
períodos de pago trabajados durante el Período de PAGA.

1.25. “Sentencia” se refiere a la sentencia dictada por el Tribunal con base en la
Aprobación Final.

1.26. “LWDA” se refiere a la Agencia de Desarrollo Laboral y de la Fuerza Laboral de California, la agencia autorizada, según la sección 2699, inciso (i) del Código Laboral.

1.27. “Pago de PAGA a la LWDA” se refiere al 65% de las sanciones PAGA pagadas a la LWDA según la sección 2699, inciso (i) del Código Laboral.

1.28. “Monto Neto del Acuerdo” se refiere al Monto Bruto del Acuerdo, menos los siguientes pagos en los montos aprobados por el Tribunal: Pagos Individuales de PAGA, Pago de PAGA a la LWDA, Pago por los Servicios del Representante del Grupo, Pago de los Honorarios del Abogado del Grupo, Pago de Gastos de Litigio del Abogado del Grupo y Pago de los Gastos de Administración. El resto se pagará a los Miembros del Grupo Participantes como pagos individuales del grupo.

1.29. “Miembro del Grupo No Participante” se refiere cualquier Miembro del Grupo que opte por no participar en el Acuerdo enviando al Administrador una Solicitud de exclusión válida y dentro del plazo establecido.

1.30. “Paquete de Notificación” se refiere a la Notificación del Grupo (Anexo A), el formulario de Elección de No Participar en el Acuerdo (Anexo B), el Formulario de Disputa de Semana Laboral del Grupo y el Período de Pago de PAGA (Anexo C) y el formulario de Objeción (Anexo D) en inglés con traducción al español.

1.31. “Período de Pago de PAGA” se refiere a cualquier Período de Pago durante el cual un Empleado Agraviado haya trabajado para los Demandados por lo menos un día durante el Período de PAGA.

1.32. “Período de PAGA” se refiere al período desde el 15 de octubre de 2023 a la fecha en que el Tribunal apruebe preliminarmente este acuerdo de acción de grupo, o la Fecha de finalización alternativa (según se define en el Párrafo 9 a continuación), lo que ocurra primero.

1.33. “PAGA” se refiere a la Ley de Abogados Generales Privados (Código Laboral §§ 2698 *et seq.*).

1.34. “Notificación de PAGA” se refiere a la carta del Demandante del 15 de octubre de 2024 dirigida a los Demandados y a la LWDA proporcionando notificación de conformidad con la sección 2699.3, inciso (a) del Código Laboral.

1.35. “Sanciones de PAGA” se refiere al monto total de las sanciones civiles PAGA (\$100,000.00) que se pagarán con cargo al Monto Bruto del Acuerdo, asignándose el 35% a los Empleados Agraviados (\$35,000.00) y el 65% a la LWDA (\$65,000.00) en concepto de liquidación de las reclamaciones de PAGA.

1.36. “Miembro del Grupo Participante” se refiere a un Miembro del Grupo que no presenta una solicitud válida y oportuna de exclusión del acuerdo.

1 1.37. “Demandante” se refiere a Armando Ascencio, el demandante nombrado en la
2 Acción.

3 1.38. “Aprobación Preliminar” se refiere a la Orden del Tribunal que otorga la
4 aprobación preliminar del Acuerdo.

5 1.39. “Orden de Aprobación Preliminar” se refiere a la Orden propuesta que otorga la
6 Aprobación Preliminar y la Aprobación del Acuerdo PAGA. Se adjunta como Anexo E un modelo
de Orden de Aprobación Preliminar propuesta.

7 1.40. “Reclamaciones del Grupo Exoneradas” se refiere a las reclamaciones que se
8 exoneran según se describe en el Párrafo 6.2 a continuación.

9 1.41. “Reclamaciones de PAGA Exoneradas” se refiere a las reclamaciones que se
exoneran según se describe en el Párrafo 6.3 a continuación.

10 1.42. “Partes Exoneradas” se refiere a: los Demandados y cada uno de sus anteriores y
11 actuales funcionarios, directores, propietarios, abogados, aseguradoras, empleados y agentes.

12 1.43. “Solicitud de Exclusión” se refiere a la presentación por parte de un Miembro del
13 Grupo de una solicitud por escrito para ser excluido del acuerdo del grupo, firmada por el
14 Miembro del Grupo. Se adjunta como Anexo B un formulario de Elección de No Participar en el
Acuerdo.

15 1.44. “Plazo de Respuesta” se refiere a los 60 días después de que el Administrador
16 envíe por correo la Notificación a los Miembros del Grupo y a los Empleados Agraviados, y será
17 la última fecha en la que los Miembros del Grupo podrán: (a) enviar por fax, correo electrónico o
18 correo postal las Solicitudes de Exclusión del Acuerdo, o (b) enviar por fax, correo electrónico o
19 correo postal sus Objeciones al Acuerdo. Los Miembros del Grupo a quienes se les reenvíen
20 Paquetes de Notificación luego de haber sido devueltos al Administrador por no haberse podido
21 entregar tendrán 14 días del calendario adicionales una vez que haya vencido el Plazo de
Respuesta.

22 1.45. “Acuerdo” se refiere a la resolución de la Acción efectuada por el presente
23 Acuerdo y la Sentencia.

24 1.46. “Semana Laboral” se refiere a cualquier semana durante la cual un Miembro del
Grupo trabajó para los Demandados por lo menos un día, durante el período del Grupo.

25 1.47. Se adjunta como Anexo C el formulario de disputa sobre la Semana Laboral del
26 Grupo y el Período de Pago de PAGA.

1 **2. CONSIDERANDOS.**

2 2.1. El 21 de octubre de 2024, el Demandante inició esta acción presentando una
3 denuncia alegando causas de acción contra los Demandados por no pagar salarios, realizar
4 deducciones salariales no autorizadas e ilegales, por no proporcionar períodos de comida, por no
5 autorizar ni permitir períodos de descanso, por no indemnizar los gastos laborales, por no emitir
6 comprobantes de salario adecuados, por no pagar salarios a tiempo, por no mantener los registros
7 de nómina requeridos y reclamaciones relacionadas. El 19 de diciembre de 2024, el Demandante
8 presentó una primera denuncia enmendada agregando reclamaciones de conformidad con la Ley
9 de Abogados Generales Privados. La Primera Denuncia Enmendada es la denuncia operativa en
10 la Acción (la “Denuncia Operativa”). Los Demandados niegan las alegaciones de la Denuncia
11 Operativa, niegan cualquier incumplimiento de las leyes identificadas en la Denuncia Operativa
y niegan toda responsabilidad por las causas de acción alegadas.

12 2.2. De conformidad con la sección 2699.3, inciso (a) del Código Laboral, el
13 Demandante notificó por escrito y a tiempo a los Demandados y a la LWDA mediante el envío
14 de la Notificación de PAGA.

15 2.3. El 10 de marzo de 2025, las Partes participaron en una mediación que duró todo
16 el día y estuvo presidida por Joseph M. Lovretovich, lo que dio lugar a este Acuerdo para resolver
17 la Acción.

18 2.4. Antes de la mediación, el demandante obtuvo, a través de una exhibición de
19 pruebas informal, el número de empleados comparables, el número de semanas laborales, el
20 número de períodos de pago, las tarifas promedio de pago, registros de tiempo de muestra,
21 registros de nómina de muestra, políticas escritas e información relacionada. La investigación del
22 Demandante fue suficiente para satisfacer los criterios de aprobación del tribunal establecidos en
23 *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker*
Retail, Inc. (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

24 2.5. El Tribunal no ha concedido la certificación del grupo.

25 2.6. Las Partes, el Abogado del Grupo y el Abogado de la Defensa declaran que no
26 tienen conocimiento de ningún otro asunto o acción pendiente que plantee reclamaciones que se
27 extinguirán o se verán afectadas por el Acuerdo.

1 **3. TÉRMINOS MONETARIOS.**

2 3.1. Monto Bruto del Acuerdo. Salvo que se disponga lo contrario en el párrafo 9 a
3 continuación, los Demandados se comprometen a pagar \$1,600,000.00 y nada más, como el
4 Monto Bruto del Acuerdo y pagar por separado la porción de los Demandados de los impuestos
5 sobre la nómina del empleador adeudados sobre las Porciones Salariales de los Pagos Individuales
6 del Grupo. Los Demandados no tienen obligación de pagar ninguna porción del Monto Bruto del
7 Acuerdo (ni ningún impuesto sobre la nómina) antes de la fecha límite establecida en el Párrafo
8 4.3 de este Acuerdo. El Administrador desembolsará la totalidad del Monto Bruto del Acuerdo
9 sin solicitar ni exigir a los Miembros del Grupo Participantes o a los Empleados Agraviados que
10 presenten ninguna reclamación como condición de pago. No obstante, la devolución de los fondos
11 en caso de que el Tribunal se niegue a conceder la Aprobación Preliminar y/o la Aprobación Final
12 del Acuerdo, ninguna parte del Monto Bruto del Acuerdo no se devolverá a los Demandados.

13 3.2. Pagos del Monto Bruto del Acuerdo. El Administrador efectuará y deducirá los
14 siguientes pagos con cargo al Monto Bruto del Acuerdo, en los montos especificados por el
15 Tribunal en la Aprobación Final:

16 3.2.1. Al Demandante: Pago por los servicios del Representante del Grupo al
17 Representante del Grupo de no más de \$15,000.00 (además de cualquier Pago Individual del
18 Grupo y cualquier Pago Individual de PAGA al que el Representante del Grupo tenga derecho a
19 recibir como Miembro del Grupo Participante). Los Demandados no se opondrán a la solicitud
20 del Demandante de un Pago por los Servicios del Representante del Grupo que no exceda este
21 monto. Como parte de la moción para el Pago de Honorarios del Abogado del Grupo y el Pago
22 de los Gastos de Litigio del Grupo, el Demandante solicitará la aprobación del Tribunal para
23 cualquier Pago por los Servicios del Representantes del Grupo a más tardar 16 días hábiles antes
24 de la Audiencia de Aprobación Final. Si el Tribunal aprueba un Pago por los Servicios del
25 Representante del Grupo menor al monto solicitado, el Administrador retendrá el resto en el
26 Monto Neto del Acuerdo. El Administrador pagará el Pago por los Servicios del Representante
27 del Grupo utilizando el Formulario 1099 del IRS. El Demandante asume plena responsabilidad y
28 obligación por los impuestos adeudados por el empleado con respecto al Pago por los Servicios
del Representante del Grupo.

3.2.2. Al Abogado del Grupo: Un pago de honorarios al Abogado del Grupo de
no más del 33 y 1/3%, que actualmente se estima que será \$533,333.33 y un Pago de Gastos de
Litigio al Abogado del Grupo por no más de \$15,000.00. Los Demandados no se opondrán a las

solicitudes de estos pagos siempre que no excedan dichos montos. El Demandante y/o el Abogado del Grupo presentarán una moción para el pago de los honorarios del Abogado del Grupo y el pago de los Gastos del litigio del grupo a más tardar 16 días hábiles antes de la Audiencia de la Aprobación Final. Si el Tribunal aprueba un Pago de Honorarios del Abogado del Grupo y/o un Pago de Gastos de Litigio del Abogado del Grupo menor a los montos solicitados, el Administrador asignará el resto al Monto Neto del Acuerdo. Las Partes Exoneradas no tendrán ninguna responsabilidad ante el Abogado del Grupo ni ante ningún otro Abogado del Demandante que surja de cualquier reclamación sobre cualquier porción de cualquier Pago de Honorarios del Abogado del Grupo y/o Pago de Gastos de Litigio del Abogado del Grupo. El Administrador pagará los honorarios del Abogado del Grupo y los gastos del Abogado del Grupo utilizando uno o más formularios 1099 del IRS. El Abogado del Grupo asume plena responsabilidad y obligación por los impuestos adeudados sobre el Pago de Honorarios del Abogado del Grupo y el Pago de Gastos de Litigio del Abogado del Grupo y exime a los Demandados de toda responsabilidad, e indemniza al Demandado, por cualquier disputa o controversia con respecto a cualquier división o distribución de cualquiera de estos Pagos.

3.2.3. Al Administrador: Un Pago de Gastos del Administrador que no exceda el monto de los \$10,000.00 excepto que se demuestre una buena causa y sea aprobado por el Tribunal. En la medida en que los gastos de administración sean menores o el Tribunal apruebe un pago menor a \$10,000.00, el Administrador retendrá el resto en el Monto Neto del Acuerdo.

3.2.4. A cada miembro del grupo participante: Un Pago Individual del Grupo calculado (a) dividiendo el Monto Neto del Acuerdo por el número total de Semanas Laborales trabajadas por todos los Miembros del Grupo Participantes durante el Período del Grupo y (b) multiplicando el resultado por las Semanas Laborales de cada Miembro del Grupo Participante.

3.2.4.1. Asignación de impuestos de los pagos individuales del grupo. El 10.00% del Pago Individual del Grupo de cada Miembro Participante se asignará a la liquidación de reclamaciones salariales (la “Porción Salarial”). Las porciones salariales están sujetas a retención de impuestos y se declararán en un formulario W-2 del IRS. El 90% restante del Pago Individual del Grupo de cada Miembro del Grupo Participante se asignará a la liquidación de las reclamaciones proporcionalmente con un 50% para intereses y un 50% para sanciones (la “Porción No Salarial”). Las porciones no salariales no están sujetas a retenciones

1 salariales y se declararán en los formularios 1099 del IRS. Los Miembros del Grupo Participantes
2 asumen toda la responsabilidad y obligación por cualquier impuesto de empleado adeudado en su
3 Pago Individual del Grupo. Sin perjuicio del tratamiento de los pagos a cada Miembro del Grupo
4 Participante, ninguno de los pagos previstos en este Acuerdo, incluyendo las Porciones Salariales
5 de los Pagos Individuales del Grupo, deben considerarse como ingresos, salario, remuneración o
6 compensación a los efectos de cualquier beneficio o plan de jubilación aplicable, ni ningún pago
7 en virtud de este Acuerdo ampliará o modificará período de empleo de los Miembros del Grupo
o los Empleados Agraviados para ningún propósito.

8 3.2.4.2. Efecto de los miembros del grupo no participantes en el
9 cálculo de pagos individuales del grupo. Los Miembros del Grupo No Participantes no recibirán
10 ningún pago individual del grupo. El Administrador retendrá montos iguales a sus Pagos
11 Individuales del Grupo en el Monto Neto del Acuerdo para distribuirlos entre los Miembros del
12 Grupo Participantes de manera prorrateada.

13 3.2.5. A la LWDA y a los empleados agraviados: Las sanciones de PAGA
14 por un monto de \$100,000.00 se pagará con cargo al Monto Bruto del Acuerdo, con un 65%
15 (\$65,000.00) asignado al Pago de PAGA a la LWDA y un 35% (\$35,000.00) asignado a los Pagos
16 Individuales de PAGA.

17 3.2.5.1. El Administrador calculará cada Pago Individual de PAGA (a)
18 dividiendo el monto del 35% de las Sanciones de PAGA que corresponde a los Empleados
19 Agraviados \$35,000.00, entre el número total de Períodos de Pago PAGA trabajados por todos
20 los Empleados Agraviados durante el Período de PAGA y (b) multiplicando el resultado por los
21 Períodos de Pago PAGA de cada Empleado Agraviado. Los Empleados Agraviados asumen toda
22 la responsabilidad y obligación por cualquier impuesto adeudado sobre su Pago Individual de
23 PAGA.

24 3.2.5.2. Si el Tribunal aprueba Sanciones de PAGA menores al monto
25 solicitado, el Administrador asignará el resto al Monto Neto del Acuerdo. El 100% de las
26 Sanciones de PAGA se asignan como sanciones y no como salarios. El Administrador declarará
27 de los Pagos Individuales de PAGA en los Formularios 1099 del IRS.

1 **4. FINANCIACIÓN Y PAGOS DEL ACUERDO.**

2 4.1. Semanas Laborales del Grupo y los Períodos de Pago PAGA de los Empleados
3 Agraviados. Con base en una revisión de sus registros hasta la fecha, los Demandados estiman
4 que existen 111 Miembros del Grupo que trabajaron colectivamente un total de 17,853 semanas
5 laborales y 89 Empleados Agraviados que trabajaron un total de 3,825 períodos de pago de PAGA
al 10 de marzo de 2025 (es decir, a la fecha en que las Partes participaron en la mediación).

6 4.2. Datos del Grupo. A más tardar 15 días después de que el Tribunal otorgue la
7 Aprobación Preliminar del Acuerdo, los Demandados entregarán simultáneamente los Datos del
8 Grupo al Administrador, en forma de una hoja de cálculo de Microsoft Excel. Para proteger los
9 derechos de privacidad de los Miembros del Grupo, el Administrador debe mantener la
10 confidencialidad de los Datos del Grupo, utilizar los Datos del Grupo únicamente para los fines
11 del presente Acuerdo y para ningún otro propósito, y restringir el acceso a los Datos del Grupo a
12 los empleados del Administrador que necesiten acceder a los Datos del Grupo para efectuar y
13 cumplir el presente Acuerdo. Los Demandados tienen la obligación continua de notificar
14 inmediatamente al Abogado del Grupo si descubren que los Datos del Grupo no incluyen
15 información de identificación de los Miembros del Grupo y de proporcionar datos del Grupo
16 corregidos o actualizados tan pronto como sea razonablemente posible. Sin ninguna extensión del
17 plazo en el que los Demandados deben enviar los Datos del Grupo al Administrador, las Partes y
sus abogados harán de forma expedita todo lo posible, de buena fe, para reconstruir o resolver
cualquier problema relacionado con los Datos del Grupo que falten u hayan sido omitidos.

18 4.3. Financiación del monto bruto del acuerdo. Los Demandados deberán financiar
19 en su totalidad el monto bruto del acuerdo y también financiar los montos necesarios para pagar
20 en su totalidad la parte que les corresponde de los impuestos sobre la nómina, mediante la
21 transferencia de los fondos al Administrador en un plazo máximo de 30 días a partir de la fecha
de entrada en vigor. El pago por parte de los Demandados del Monto Bruto del Acuerdo y de su
22 parte correspondiente a los impuestos sobre la nómina depende de la recepción de las
23 instrucciones de pago del Administrador. Las obligaciones de pago de los Demandados con
24 respecto al Monto Bruto del Acuerdo y la parte correspondiente a los impuestos sobre la nómina
de los Demandados se cumplirán al iniciar la transferencia electrónica de fondos en los montos
25 previstos en el presente Acuerdo de Conciliación, de conformidad con las instrucciones del
26 Administrador del Acuerdo. En caso de que la transferencia electrónica de fondos no se realice
27 correctamente, las Partes acuerdan cooperar de buena fe para resolver los problemas.

1 4.4. Pagos del monto bruto del acuerdo. En un plazo de 14 días después de que los
2 Demandados financien el Monto Bruto del Acuerdo, el Administrador enviará por correo los
3 cheques correspondientes a todos los Pagos Individuales del Grupo, todos los Pagos Individuales
4 de PAGA, el Pago de PAGA a la LWDA, el Pago de Gastos de Administración, el Pago de
5 Honorarios del Abogado del Grupo, el Pago de Gastos de Litigio del Abogado del Grupo y el
6 Pago por los Servicios del Representante del Grupo. El pago de los Honorarios del Abogado del
7 Grupo, el Pago de Gastos de Litigio del Abogado del Grupo y el Pago por los Servicios del
8 Representante del Grupo se pagarán precederá después de los Pagos Individuales del Grupo y los
9 Pagos Individuales de PAGA. El Administrador del Acuerdo también deberá reservar los
10 impuestos del empleador y todos los impuestos, contribuciones y retenciones sobre la nómina de
11 los empleados, y los enviará oportunamente a las autoridades gubernamentales correspondientes.

12 4.4.1. El Administrador emitirá los cheques de los Pagos Individuales del Grupo
13 y/o los Pagos Individuales de PAGA y los enviará a los Miembros del Grupo por Correo Postal
14 de Primera Clase de EE. UU., con franqueo prepago. En el anverso de cada cheque se indicará de
15 forma destacada la fecha (no menos de 180 días después de la fecha de envío) en la que el cheque
16 será anulado. El Administrador cancelará todos los cheques que no se hayan cobrado antes de la
17 fecha de anulación. El Administrador enviará los cheques de los Pagos Individuales del Acuerdo
18 a todos los Miembros del Grupo Participantes (incluyendo a los miembros cuyo Paquete de
19 Notificación haya sido devuelto por no haberse podido entregar). El Administrador enviará los
20 cheques de los Pagos Individuales de PAGA a todos los Empleados Agraviados, incluidos los
21 Miembros del Grupo No Participantes que reúnan los requisitos para ser considerados como
22 Empleados Agraviados (incluyendo a los miembros cuyo Paquete de Notificación haya sido
23 devuelto por no haberse podido entregar). El Administrador puede enviar a los Miembros del
24 Grupo Participante un solo cheque que combine el Pago Individual del Grupo y el Pago Individual
25 de PAGA. Antes de enviar cualquier cheque, el Administrador debe actualizar las direcciones
26 postales de los destinatarios utilizando la Base de Datos Nacional de Cambio de Dirección.

27 4.4.2. El Administrador debe realizar una Búsqueda de Dirección de los
28 Miembros del Grupo para todos los demás Miembros del Grupo cuyos cheques sean devueltos
sin entregar sin una dirección de reenvío de USPS. En un plazo de siete (7) días de recibir un
cheque devuelto, el Administrador deberá volver a enviar los cheques por correo a la dirección
de reenvío de USPS proporcionada o a una dirección determinada a través de la Búsqueda de
Direcciones de los Miembros del Grupo. El Administrador no necesitará tomar medidas

1 adicionales para entregar los cheques a los Miembros del Grupo cuyos cheques reenviados sean
2 devueltos como no entregados. El Administrador enviará de inmediato un cheque de reemplazo a
3 cualquier Miembro del Grupo cuyo cheque original se haya perdido o se haya extraviado, si así
4 lo solicita el Miembro del Grupo antes de la fecha de anulación.

5 4.4.3. Para los Miembros del Grupo cuyo cheque de Pago Individual del Grupo
6 o cheque de Pago Individual de PAGA no se haya cobrado y se haya cancelado después de la
7 fecha de anulación, el Administrador transmitirá los fondos representados por dichos cheques al
8 Fondo de Propiedad No Reclamada del Contralor de California a nombre del Miembro del Grupo,
9 sin dejar así ningún “saldo sin pagar”, sujeto a los requisitos de la Sección 384, inciso (b) del
Código de Procedimiento Civil de California.

10 4.4.4. El pago de los Pagos Individuales del Grupo y los Pagos Individuales de
11 PAGA no obligará a los Demandados a otorgar beneficios adicionales ni a realizar pagos
12 adicionales a los Miembros del Grupo (como contribuciones 401(k) o bonificaciones) más allá de
los que se especifican en este Acuerdo.

13 5. [OMITIDO]

14 6. **EXONERACIÓN DE RECLAMACIONES.** A partir de la fecha en que los Demandados
15 financien en su totalidad el Monto Bruto del Acuerdo y financien todos los impuestos sobre la
16 nómina de empleador adeudados sobre la Porción Salarial de los Pagos Individuales del Grupo,
17 el Demandante, los Miembros del Grupo y el Abogado del Grupo exonerarán las reclamaciones
18 contra todas las Partes Exoneradas de la siguiente manera:

19 6.1 Exoneración del Demandante. Además de las Reclamaciones del Grupo
20 Exoneradas y las Reclamaciones de PAGA Exoneradas que se describen a continuación, el
21 Demandante, en nombre propio y en nombre de sus respectivos cónyuges anteriores y actuales,
22 representantes, agentes, abogados, herederos, administradores, sucesores y cesionarios, en
23 general, exonera y libera a las Partes Exoneradas de todas las reclamaciones, transacciones o
24 sucesos, demandas, derechos, responsabilidades y causas de acción de toda naturaleza y
25 descripción, ya sean conocidos o desconocidos, afirmados o que pudieran haberse afirmado, ya
26 sea por agravio, por contrato o por violación de cualquier estatuto, norma, ley o reglamento estatal
27 o federal que surja de, que se relacione con o esté en conexión con cualquier acto u omisión de
28 las Partes Exoneradas hasta la fecha de la firma efectiva del presente Acuerdo de Conciliación
29 (“Exoneración del Demandante”). La Exoneración del Demandante no se extiende a ninguna

1 reclamación o acción para hacer cumplir este Acuerdo, ni a aquellos derechos a los que, por ley,
2 no se pueden renunciar, incluyendo, entre otros, cualquier reclamación por beneficios adquiridos,
3 beneficios por desempleo, beneficios por discapacidad, beneficios del seguro social y beneficios
4 de compensación laboral que hayan surgido en cualquier momento. El Demandante reconoce que
5 puede descubrir hechos o leyes diferentes o adicionales a los hechos o leyes que ahora conoce o
6 cree que son verdaderos en la actualidad, pero acepta, no obstante, que la Exoneración del
7 Demandante será y seguirá siendo efectiva en todos los aspectos, a pesar de dichos hechos
diferentes o adicionales o del hallazgo de los mismos por parte del Demandante.

8 6.1.1 Renuncia del demandante a sus derechos de conformidad con la sección
9 1542 del Código Civil de California. A los efectos de la exoneración del Demandante, el
10 Demandante renuncia y cede expresamente las disposiciones, derechos y beneficios, si los
11 hubiera, de la sección 1542 del Código Civil de California, que dice:

12 **“Una exoneración general no se extiende a las reclamaciones que el acreedor o la**
13 **parte exonerante no conoce o sospecha que existen a su favor al momento de suscribir**
14 **la exoneración, y que, de haberlas conocido, habrían afectado materialmente a su**
15 **acuerdo con el deudor o la Parte Exonerada”.**

16 6.2 Exoneración por parte de los Miembros del Grupo Participantes: Todos los
17 Miembros del Grupo Participantes, en nombre propio y en el de sus respectivos representantes,
18 agentes, abogados, herederos, administradores, sucesores y cesionarios anteriores y actuales,
19 liberan y exoneran a las Partes Exoneradas de todas las reclamaciones que se alegaron, o que
20 razonablemente podrían haberse alegado, con base en los hechos establecidos en la Denuncia
21 Operativa que surgieron durante el Período del Grupo, incluyendo, por ejemplo, reclamaciones
22 por: (a) no pagar todos los salarios devengados por todas las horas trabajadas y otras horas
23 compensables a las tasas salariales correctas, incluyendo el trabajo fuera del horario laboral, las
24 horas deducidas indebidamente, los salarios mínimos, los salarios regulares, los salarios de horas
25 extras y los salarios correspondientes al doble de la tarifa normal; (b) no proporcionar descansos
26 que cumplan con las normas o una compensación en su lugar; (c) no proporcionar períodos de
27 comida que cumplan con las normas o una compensación en su lugar; (d) no reembolsar los gastos
relacionados con actividades de trabajo (e) no proporcionar declaraciones de salario detalladas,

precisas y completas ni mantener registros de nómina; (f) no pagar oportunamente todos los salarios adeudados durante el empleo y al momento de la separación del empleo; y (g) reclamaciones por competencia desleal. (“Reclamaciones del Grupo Exoneradas”). A excepción de la exoneración del Demandante por parte del demandante y según lo establecido en la sección 6.3 del presente Acuerdo, los Miembros del Grupo Participantes no exonera ninguna otra reclamación, incluidas las reclamaciones por beneficios adquiridos, despido injustificado, violación de la Ley de Empleo y Vivienda Justa, seguro de desempleo, discapacidad, seguro social, compensación laboral o reclamaciones basadas en hechos ocurridos fuera del Período del Grupo.

6.3 Exoneración de las Reclamaciones de PAGA por parte de los Empleados Agraviados. Se considera que todos los Empleados Agraviados exoneran, en nombre propio y en el de sus respectivos representantes, agentes, abogados, herederos, administradores, sucesores y cesionarios anteriores y actuales, a las Partes Exoneradas de todas las reclamaciones de sanciones de PAGA que se alegaron, o razonablemente podrían haberse alegado, con base en los hechos establecidos en la Denuncia Operativa y la Notificación de PAGA que surgieron durante el Período de PAGA, incluidos, por ejemplo, las reclamaciones por: (a) no pagar todos los salarios devengados por todas las horas trabajadas y otras horas compensables a las tasas salariales correctas, incluyendo el trabajo fuera del horario laboral, horas deducidas indebidamente, salarios mínimos, salarios regulares, salarios de horas extras y salarios correspondientes al doble de la tarifa normal; (b) no proporcionar descansos que cumplan con las normas o una compensación en su lugar; (c) no proporcionar períodos de comida que cumplan con las normas o una compensación en su lugar; (d) no proporcionar descansos que cumplan con las normas o una compensación en su lugar (e) no proporcionar declaraciones de salario detalladas, precisas y completas ni mantener registros de nómina; (f) no pagar oportunamente todos los salarios adeudados durante el empleo y al momento de la separación del empleo; y (g) reclamaciones por competencia desleal. (“Reclamaciones Exoneradas de PAGA”). La presente exoneración será vinculante para el Demandante, los Empleados Agraviados y el Estado de California, y quedará excluida por cosa juzgada cualquier reclamación en virtud de PAGA presentada por cualquier persona, incluidos los Empleados Agraviados, en nombre del Estado de California, con respecto a cualquier reclamación basada en las Reclamaciones Exoneradas de PAGA. Los Empleados Agraviados no renuncian a sus reclamaciones por salarios o daños a menos que dichos Empleados Agraviados sean Miembros del Grupo Participantes.

1 **7. MOCIÓN DE APROBACIÓN PRELIMINAR.** El Demandante preparará y presentará
2 una moción de aprobación preliminar (“Moción de aprobación Preliminar”) que cumpla con la
3 lista de verificación actual del Tribunal para aprobaciones preliminares. Se adjunta como Anexo
4 E un formulario de Orden de Aprobación Preliminar.

5 7.1 Declaraciones de los Demandados. Los Demandados y su Abogado de la Defensa
6 declaran que no tienen conocimiento de ningún otro asunto o acción pendiente que afirme
7 reclamaciones que se extinguirán o se verán afectadas negativamente por el presente Acuerdo.
8 Los Demandados y el Abogado de la Defensa no tienen conocimiento de ningún posible conflicto
9 de interés con el Administrador. Los Demandados declaran además que, según sus registros y la
10 información disponible, el español es el único idioma distinto del inglés necesario para garantizar
que la Notificación del Grupo informe adecuadamente a los Miembros del Grupo.

11 7.2 Responsabilidades del Demandante. El Demandante preparará y entregará al
12 Abogado de la Defensa todos los documentos necesarios para obtener la Aprobación Preliminar,
13 incluyendo: (i) una redacción de la notificación y un memorando de apoyo a la Moción de
14 Aprobación Preliminar que incluya un análisis del Acuerdo de conformidad con *Dunk/Kullar* y
15 una solicitud de aprobación del Acuerdo PAGA de conformidad con la sección 2699, inciso (f)(2))
16 del Código Laboral; (ii) una redacción de la Orden Propuesta que Otorga Aprobación Preliminar
17 y Aprobación del Acuerdo de PAGA; (iii) una redacción del Paquete de Notificación propuesto;
18 (iv) una declaración firmada del Administrador en la que se adjunte su oferta de “no exceder”
19 para administrar el Acuerdo y que se certifique su disposición a prestar sus servicios, su
20 competencia, los procedimientos operativos para proteger la seguridad de los Datos del Grupo,
21 los montos de la cobertura del seguro por cualquier violación de los datos, malversación de fondos
22 u otras irregularidades, y todos los hechos relevantes a cualquier conflicto de interés real o
23 potencial con los Miembros del Grupo, y la naturaleza y el alcance de cualquier relación
24 financiera con el Demandante, el Abogado del Grupo, los Demandados o el Abogado de la
25 Defensa; (v) una declaración firmada por el Demandante en la que confirme su voluntad y
26 competencia para prestar sus servicios y reporte todos los hechos relevantes para cualquier
27 conflicto de interés real o potencial con los Miembros del Grupo, y/o el Administrador; (vi) una
28 declaración firmada por cada bufete de los Abogados del Grupo en la que se certifique su
competencia para representar a los Miembros del Grupo; su transmisión oportuna a la LWDA de
todos los documentos PAGA necesarios (notificación inicial de violaciones (Código Laboral,

sección 2699.3, inciso (a)), Denuncia Operativa (Código Laboral, sección 2699, inciso (1)(1)), el presente Acuerdo (Código Laboral, sección 2699, inciso (1)(2)); (vii) una versión con los cambios marcados del Acuerdo de las partes que muestre todas las modificaciones realizadas al Acuerdo Modelo listo para su presentación ante el Tribunal; y (viii) todos los hechos relevantes a cualquier conflicto de interés real o potencial con los miembros del Grupo y/o el Administrador. En sus Declaraciones, el Demandante y la declaración del Abogado del Grupo deberán manifestar que no tienen conocimiento de ningún otro asunto o acción pendiente que haga valer reclamaciones que se extinguirán o se verán afectadas negativamente por el Acuerdo.

7.3 Responsabilidades del Abogado. El Abogado del Grupo y el Abogado de la Defensa son conjuntamente responsables de finalizar y presentar de forma expedita la Moción de Aprobación Preliminar a más tardar 30 días después de firmar en su totalidad este Acuerdo; obtener una pronta fecha de audiencia para la Moción de Aprobación Preliminar; y de comparecer ante el Tribunal para abogar en pro de la Moción de Aprobación Preliminar. El Abogado del Grupo es responsable de entregar la Aprobación Preliminar del Tribunal al Administrador.

7.4 Deber de Cooperación. Si las Partes no están conformes con algún aspecto de la Moción de Aprobación Preliminar propuesta y/o las declaraciones y documentos de apoyo, el Abogado del Grupo y el Abogado de la Defensa trabajarán juntos de forma expedita en nombre de las Partes reuniéndose en persona o por teléfono, y de buena fe, para resolver el desacuerdo. Si el Tribunal no otorga la Aprobación Preliminar o condiciona la Aprobación Preliminar a cualquier cambio material a este Acuerdo, el Abogado del Grupo y el Abogado de la Defensa trabajarán juntos de forma expedita en nombre de las Partes reuniéndose en persona o por teléfono, y de buena fe, para modificar el Acuerdo y satisfacer de alguna manera las preocupaciones del Tribunal.

8. ADMINISTRACIÓN DE LAS LIQUIDACIONES.

8.1 Selección de Administrador. Las Partes han seleccionado conjuntamente a Apex para actuar como Administrador y han verificado que, como condición para el nombramiento, Apex se compromete a quedar vinculada por el presente Acuerdo y a desempeñar, en calidad de fiduciario, todas las funciones especificadas en el presente Acuerdo a cambio del pago de los Gastos de Administración, incluyendo sin limitación, el cálculo de los Pagos Individuales del Grupo que se emitirán a los Miembros del Grupo Participantes, el Pago Individual de PAGA que

1 se emitirá a los Empleados Agraviados, el envío de las notificaciones y su traducción al español,
2 la preparación de todos los cheques y envíos, el establecimiento de un fondo de liquidación
3 cualificado y la retención de los diversos pagos de los Demandados que constituyen el Monto
4 Bruto del Acuerdo y los impuestos sobre la nómina del empleador. Las Partes y sus Abogados
5 declaran que no tienen ningún interés o relación, financiera o de otro tipo, con el Administrador,
6 que no sea una relación profesional que surge de experiencias anteriores en la administración de
acuerdos.

7 8.2 Declaración de Impuestos. El Administrador será responsable de calcular los
8 impuestos y retenciones aplicables, incluidos los impuestos sobre la nómina del empleador
9 adeudados por los Demandados, sobre los Pagos Individuales del Grupo, y de pagar los impuestos
10 y retenciones a las autoridades fiscales o gubernamentales correspondientes con los informes
11 necesarios y enviar copias al Abogado de la Defensa. El Administrador emitirá a los Miembros
12 del Grupo Participantes los Formularios W-2 del IRS para las Porciones Salariales de los Pagos
13 Individuales del Grupo, los Formularios 1099 del IRS para las Porciones No Salariales y los
14 Formularios 1099 del IRS a los Empleados Agraviados para los Pagos Individuales de PAGA, tal
como se describe en este Acuerdo.

15 8.3 Fondo de Liquidación Cualificado. El Administrador deberá establecer un fondo
16 de liquidación que cumpla con los requisitos de un Fondo de Liquidación Cualificado (“QSF”,
17 por sus siglas en inglés) según la sección 468B-1 del Reglamento del Tesoro de los Estados
Unidos.

18 8.4 Notificación a los Miembros del Grupo.

19 8.4.1 En un plazo de tres (3) días hábiles después de recibir los Datos del Grupo,
20 el Administrador deberá notificar al Abogado del Grupo que ha recibido la lista e indicará el
21 número de Miembros del Grupo, Empleados Agraviados, Semanas Laborales y Períodos de Pago
PAGA en los Datos del Grupo.

22 8.4.2 Haciendo todo lo posible para realizarlo lo antes posible, y en ningún caso
23 más de 14 días después de recibir los Datos del Grupo, el Administrador enviará a todos los
24 Miembros del Grupo identificados en los Datos del Grupo, por correo de primera clase del
25 Servicio Postal de los Estados Unidos (“USPS”), el Paquete de Notificación con traducción al
26 español, si corresponde, sustancialmente en los formularios adjuntos a este Acuerdo como
27 Anexos A, B, C y D. En la primera página de la Notificación del Grupo deberá estimar de manera
destacada los montos en dólares de cualquier Pago Individual del Grupo y/o Pago Individual de

1 PAGA pagadero al Miembro del Grupo, y el número de Semanas Laborales y Períodos de Pago
2 PAGA (si corresponde) utilizados para calcular estos montos. Antes de enviar por correo los
3 Paquetes de Notificación, el Administrador deberá actualizar las direcciones de los Miembros del
4 Grupo utilizando la base de datos Nacional de Cambio de Dirección.

5 8.4.3 En un plazo máximo de tres (3) días hábiles después de que el
6 Administrador reciba algún Paquete de Notificación devuelto por el Servicio Postal de EE.UU.
7 (USPS) como no entregado, el Administrador deberá volver a enviar por correo el Paquete de
8 Notificación utilizando la dirección de reenvío proporcionada por USPS. Si USPS no proporciona
9 una dirección de reenvío, el Administrador realizará una Búsqueda de Dirección de los Miembros
10 del Grupo, y volverá a enviar por correo el Paquete de Notificación a la dirección más actualizada
11 obtenida. El Administrador no tiene obligación alguna de realizar nuevos intentos para localizar
12 o enviar el Paquete de Notificación a los Miembros del Grupo cuyo Paquete de Notificación haya
13 sido devuelto por USPS por segunda vez.

14 8.4.4 Los plazos para las objeciones por escrito de los Miembros del Grupo, las
15 Impugnaciones de las Semanas Laborales y/o los Períodos de Pago (disputas) y las Solicitudes de
16 Exclusión se ampliarán 14 días adicionales además de los 60 días previstos en la Notificación del
17 Grupo para todos los Miembros del Grupo cuya notificación se vuelva a enviar por correo. El
18 Administrador informará al Miembro del Grupo de la ampliación del plazo con el Paquete de
19 Notificación enviado nuevamente por correo.

20 8.4.5 Si el Administrador, los Demandados o el Abogado del Grupo son
21 contactados o descubren de alguna otra manera a personas que creen que debería haber sido
22 incluidas en los Datos del Grupo y que deberían haber recibido el Paquete de Notificación, las
23 Partes se reunirán y consultarán de forma expedita en persona o por teléfono, y de buena fe, en
24 un esfuerzo por decidir si se les incluye como Miembros del Grupo. Si las Partes así lo deciden,
25 dichas personas serán Miembros del Grupo con los mismos derechos que los demás Miembros
26 del Grupo, y el Administrador les enviará, por correo electrónico o entrega de un día para otro,
27 una Notificación del Grupo en la que se les solicitará que ejerzan las opciones previstas en el
28 presente Acuerdo en un plazo máximo de 14 días después de recibir la Notificación del Grupo, o
los plazos indicados en la Notificación del Grupo, lo que sea primero.

25 8.5 Solicitudes de Exclusión (Opt-Outs).

26 8.5.1 Los Miembros del Grupo que deseen excluirse (optar por no participar) del
27 Acuerdo del Grupo deben enviar al Administrador, por fax, correo electrónico o correo postal,
28 una Solicitud de Exclusión por escrito y firmada en un plazo máximo de 60 días después de que

1 el Administrador envíe por correo el Paquete de Notificación (más 14 días adicionales para los
2 Miembros del Grupo cuyo Paquete de Notificación se vuelva a enviar por correo). Una Solicitud
3 de Exclusión es una carta de un Miembro del Grupo o su representante que comunica
4 razonablemente la elección del Miembro del Grupo de ser excluido del Acuerdo e incluye el
5 nombre, la dirección y la dirección de correo electrónico o el número de teléfono del Miembro
6 del Grupo. Para que sea válida, una Solicitud de Exclusión debe enviarse en el plazo establecido
7 por fax, correo electrónico o tener el sello postal antes del Plazo de Respuesta. Se puede utilizar
8 para este propósito un formulario de Elección de No Participar en el Acuerdo, adjunto como
9 Anexo B, pero no es obligatorio.

10 8.5.2 El Administrador no puede rechazar una Solicitud de Exclusión por no
11 considerarla válida porque no contenga toda la información que se especifica en la Notificación
12 del Grupo. El Administrador aceptará cualquier Solicitud de Exclusión como válida si puede
13 determinar razonablemente la identidad de la persona como Miembro del Grupo y el deseo del
14 Miembro del Grupo de ser excluido. La determinación del Administrador será definitiva y no será
15 apelable ni susceptible de impugnación de ninguna otra manera. Si el Administrador tiene motivos
16 para cuestionar la autenticidad de una Solicitud de Exclusión, el Administrador podrá solicitar
17 pruebas adicionales de la identidad del Miembro del Grupo. La determinación de autenticidad del
18 Administrador será definitiva y no será apelable ni susceptible de impugnación de ninguna otra
19 manera.

20 8.5.3 Los Miembros del Grupo que no presenten una Solicitud de Exclusión
21 válida y oportuna se considerará Miembros del Grupo Participantes de conformidad con el
22 presente Acuerdo, con derecho a todos los beneficios y sujeto a todos los términos y condiciones
23 del Acuerdo, incluidas las Exoneraciones de los Miembros del Grupo Participantes de
24 conformidad con los Párrafos 6.2 y 6.3 del presente Acuerdo, independientemente de si el
25 Miembro del Grupo Participante efectivamente recibe la Notificación del Grupo o se opone al
26 Acuerdo.

27 8.5.4 Todo Miembro del Grupo que presente una Solicitud de Exclusión válida
28 y oportuna se considerará Miembro del Grupo No Participante y no recibirá un Pago Individual
del Grupo ni tendrá derecho a objetar los componentes de la Acción de Grupo del Acuerdo. Ya
que las futuras reclamaciones de PAGA están sujetas a la preclusión de las reclamaciones en el
momento de la entrada en vigor de la Sentencia, se considera que los Miembros del Grupo No
Participantes que sean Empleados Agraviados renuncian a las reclamaciones identificadas en el
Párrafo 6.3 de este Acuerdo y son elegibles para un Pago Individual de PAGA.

8.6 Impugnación del Cálculo de las Semanas Laborales y los Períodos de Pago de

1 PAGA. Cada Miembro del Grupo dispondrá de 60 días después de que el Administrador envíe
2 por correo el Paquete de Notificación (más 14 días adicionales para los Miembros del Grupo cuyo
3 Paquete de Notificación se vuelva a enviar por correo) para impugnar en número de Semanas
4 Laborales del Grupo y los Períodos de Pago de PAGA (si los hubiera) asignados al Miembro del
5 Grupo en la Notificación del Grupo. Esto también se conoce como disputa. Se puede utilizar para
6 este propósito un formulario de Disputa de Semanas Laborales del Grupo y los Período de Pago
7 de PAGA, adjunto como Anexo C, pero no es obligatorio. El Miembro del Grupo puede impugnar
8 la asignación comunicándose con el Administrador por fax, correo electrónico o correo postal. El
9 Administrador debe recomendarle al Miembro del Grupo impugnante que presente
10 documentación de justificativa. En ausencia de documentación contraria, el Administrador tiene
11 derecho a asumir que las Semanas Laborales y los Períodos de Pago de PAGA contenidos en la
12 Notificación del Grupo son correctos siempre que sean consistentes con los Datos del Grupo. La
13 determinación del Administrador de la asignación de las Semanas Laborales y/o los Períodos de
14 Pago de cada Miembro del Grupo será definitiva y no apelable ni susceptible de impugnación. El
Administrador deberá proporcionar de forma expedita las copias de todas las impugnaciones al
cálculo de las Semanas Laborales y/o los Períodos de Pago al Abogado de la Defensa y al
Abogado del Grupo, y la determinación del Administrador sobre dichas impugnaciones.

15 8.7 Objeciones al Acuerdo.

16 8.7.1 Sólo los Miembros del Grupo Participantes pueden objetar los
17 componentes de la Acción de Grupo de la Conciliación y/o este Acuerdo, incluyendo impugnar
18 la imparcialidad de la Conciliación y/o los montos solicitados para el Pago de Honorarios del
Abogado del Grupo, el Pago de Gastos de Litigio del Abogado del Grupo y/o el Pago por los
Servicios del Representante del Grupo.

19 8.7.2 Los Miembros del Grupo Participantes pueden enviar objeciones por
20 escrito al Administrador, por fax, correo electrónico o correo postal. Como alternativa, los
21 Miembros del Grupo Participantes pueden comparecer ante el Tribunal (o contratar a un abogado
22 para que comparezca ante el Tribunal) para presentar objeciones verbales en la Audiencia de
23 Aprobación Final. Los Miembro del Grupo Participantes que elijan enviar una objeción por
24 escrito al Administrador deberán hacerlo en un plazo de 60 días después de que el Administrador
25 haya enviado por correo el Paquete de Notificación (más 14 días adicionales para los Miembros
26 del Grupo cuyo Paquete de Notificación haya sido enviado nuevamente por correo). Se puede
utilizar para este propósito, el formulario de Objeción adjunto como Anexo D, pero no es
obligatorio.

27 8.7.3 Los Miembros del Grupo No Participantes no tienen derecho a objetar

ninguno de los componentes de la acción de grupo del Acuerdo.

8.8 Deberes del Administrador. El Administrador tiene la obligación de cumplir o acatar todas las tareas que deben realizarse u observarse por el Administrador contenidas en este Acuerdo o de alguna otra manera.

8.8.1 Sitio web, dirección de correo electrónico y número gratuito. El Administrador establecerá, mantendrá y utilizará un sitio web en Internet para publicar información de interés para los Miembros del Grupo, incluyendo la fecha, hora y lugar de la Audiencia de Aprobación Final y copias del Acuerdo de Conciliación, la Moción de Aprobación Preliminar, la Aprobación Preliminar, el Paquete de Notificación, la Moción de Aprobación Final, la Moción de Pago de Honorarios al Abogado del Grupo, el Pago de Gastos de Litigio al Abogado del Grupo y el Pago por los Servicios del Representante del Grupo, la Aprobación Final y la Sentencia. El Administrador también mantendrá y supervisará una dirección de correo electrónico y un número de teléfono gratuito para recibir llamadas, faxes y correos electrónicos de los Miembros del Grupo.

8.8.2 Solicitudes de Exclusión (Opt-Outs) y Lista de Exclusión. El Administrador revisará de forma expedita y continuada las Solicitudes de Exclusión para determinar su validez. En un plazo máximo de cinco (5) días después del vencimiento del plazo para presentar Solicitudes de Exclusión, el Administrador enviará por correo electrónico una lista al Abogado del Grupo y al Abogado de la Defensa que contenga (a) los nombres y otra información de identificación de los Miembros del Grupo que hayan presentado oportunamente Solicitudes de Exclusión válidas (“Lista de Exclusión”); (b) los nombres y otra información de identificación de los Miembros del Grupo que hayan presentado Solicitudes de Exclusión no válidas; (c) copias de todas las Solicitudes de Exclusión del Acuerdo presentadas (ya sean válidas o no válidas).

8.8.3 Informes Semanales. El Administrador debe proporcionar semanalmente informes por escrito al Abogado del Grupo y al Abogado de la Defensa que, entre otras cosas, detallen el número de: Paquetes de Notificación enviados o reenviados por correo, Paquetes de Notificación devueltos sin entregar, Solicitudes de Exclusión (ya sean válidas o no válidas) recibidas, objeciones recibidas, impugnaciones de las semanas laborales y/o los Períodos de Pago recibidas y/o resueltas, y cheques enviados por correo de los Pagos Individuales del Grupo y los Pagos Individuales de PAGA (“Informe Semanal”). Los Informes Semanales deben incluir la evaluación del Administrador sobre la validez de las Solicitudes de Exclusión y adjuntar copias

de todas las Solicitudes de Exclusión y objeciones recibidas.

8.8.4 Impugnaciones de las Semanas Laborales y/o los Períodos de Pago. El Administrador tiene la autoridad de abordar y tomar decisiones finales consistentes con los términos de este Acuerdo sobre todas las impugnaciones de los Miembros del Grupo sobre el cálculo de las Semanas Laborales y/o los Períodos de Pago. La decisión del Administrador será definitiva y no será apelable ni susceptible de impugnación.

8.8.5 Declaración del Administrador. En un plazo máximo de 14 días antes de la fecha en la que el Demandante debe presentar la Moción de Aprobación Final del Acuerdo, el Administrador proporcionará al Abogado del Grupo y al Abogado de la Defensa, una declaración firmada adecuada para presentar ante el Tribunal en la que certifique su debida diligencia y el cumplimiento de todas sus obligaciones de conformidad con el presente Acuerdo, incluyendo, entre otras, el envío por correo de los Paquetes de Notificación, los Paquetes de Notificación devueltos como no entregados, el reenvío por correo de los Paquetes de Notificación, los intentos de localizar a los Miembros del Grupo, el número total de Solicitudes de Exclusión del Acuerdo que recibió (ya sea válidas y no válidas), el número de objeciones por escrito y adjuntará la Lista de Exclusiones. El Administrador complementará su declaración según sea necesario o solicitado por las Partes y/o el Tribunal. El Abogado del Grupo es responsable de presentar las declaraciones del Administrador ante el Tribunal.

8.8.6 Informe Final del Administrador. En un plazo máximo de 10 días después de que el Administrador desembolse todos los fondos del Monto Bruto del Acuerdo, el Administrador proporcionará al Abogado del Grupo y al Abogado de la Defensa un informe final que detalle sus desembolsos sólo por número de identificación del empleado de todos los pagos realizados de conformidad con el presente Acuerdo. Por lo menos 15 días antes de cualquier plazo establecido por el Tribunal, el Administrador preparará y presentará al Abogado del Grupo y al Abogado de la Defensa una declaración firmada apta para su presentación ante el Tribunal que certifique el desembolso de todos los pagos requeridos de conformidad con el presente Acuerdo. El Abogado del Grupo es responsable de presentar la declaración del Administrador ante el Tribunal.

9. ESTIMACIONES DE TAMAÑO DEL GRUPO Y CLÁUSULA DE REVISIÓN. En base a una revisión de sus registros hasta la fecha, los Demandados estiman que hay 111 Miembros del Grupo que colectivamente trabajaron un total de 17,853 Semanas Laborales al 10 de marzo de 2025 (es decir, a la fecha en que las Partes participaron en la mediación). Si el número

1 de Miembros del Grupo y/o Semanas Laborales a la fecha en que el Tribunal apruebe el acuerdo
2 excede el número de Miembros del Grupo y/o Semanas Laborales en más del 10%, el Monto
3 Bruto del Acuerdo, incluido el Pago de Honorarios al Abogado del Grupo, aumentará
4 proporcionalmente según el número de Semanas Laborales adicionales o Miembros del Grupo
5 por encima del 110% de las estimaciones de los Demandados, lo que resulte en un aumento mayor
6 en el Monto Bruto del Acuerdo. Como alternativa, los Demandados pueden optar por finalizar el
7 Período del Grupo y el Período de PAGA en una fecha anterior, a discreción de los Demandados,
8 con el fin de limitar las Semanas Laborales cubiertas y el número de Miembros del Grupo a no
9 más del 110% de las estimaciones de los Demandados (“Fecha de Finalización Alternativa”). Los
10 Demandados y el Abogado de la Defensa deberán cooperar con los Abogados del Grupo para
11 proporcionar información oportuna antes de la presentación de la Moción del Demandante. Para
12 la Aprobación Preliminar con respecto a si se ha activado la cláusula de revisión y, si corresponde,
13 si los Demandados están optando por acortar el Período del Grupo y el Período PAGA de
14 conformidad con este párrafo.

15 **10. DERECHO DEL DEMANDADO A DESISTIR.** Si el número de Solicitudes de
16 Exclusión válidas identificadas en la Lista de Exclusión excede 10.00% del total de todos los
17 Miembros del Grupo, los Demandados pueden, aunque no están obligados, optar por retractarse
18 del Acuerdo. Las Partes acuerdan que, si los Demandados desisten, el Acuerdo será nulo de pleno
19 derecho, no tendrá validez ni efecto alguno y ninguna de las Partes tendrá ninguna otra obligación
20 de cumplir con este Acuerdo; con la condición de que, en cualquier caso, los Demandados
21 seguirán siendo responsables de pagar todos los Gastos de Administración del Acuerdo incurridos
22 hasta ese momento. Los Demandados deben notificar al Abogados del Grupo y al Tribunal su
23 elección de retirarse a más tardar siete (7) días después de que el Administrador envíe la Lista de
24 Exclusión final al Abogado de la Defensa; las elecciones tardías no tendrán efecto.

25 **11. MOCIÓN DE APROBACIÓN FINAL.** A más tardar 16 días hábiles antes de la
26 Audiencia de Aprobación Final programada, el Demandante presentará ante el Tribunal una
27 moción para la aprobación final del Acuerdo que incluye una solicitud de aprobación del acuerdo
28 PAGA conforme a la sección 2699, inciso (l) del Código Laboral, una Orden de Aprobación Final
Propuesta y una Sentencia propuesta (colectivamente “Moción para la Aprobación Final”). El
Demandante deberá proporcionar propuestas preliminares de estos documentos al Abogado de la
Defensa a más tardar tres (3) días antes de presentar la Moción de Aprobación Final. El Abogado

del Grupo y el Abogado de la Defensa se reunirán y consultarán de forma expedita en persona o por teléfono, y de buena fe, para resolver cualquier desacuerdo relacionado con la Moción de Aprobación Final.

11.1 Respuesta a las Objeciones. Cada Parte se reserva el derecho de responder a cualquier objeción planteada por un Miembro del Grupo Participante, incluido el derecho a presentar documentos de respuesta en el Tribunal a más tardar cinco (5) días hábiles antes de la Audiencia de Aprobación Final, o según lo ordenado o aceptado por el Tribunal.

11.2 Deber de Cooperación. Si el Tribunal no otorga la Aprobación Final o condiciona la Aprobación Final a cualquier cambio material del Acuerdo (incluido, entre otros, el alcance de la exoneración que otorgarán los Miembros del Grupo), las Partes colaborarán de buena fe y de forma expedita para resolver las preocupaciones del Tribunal revisando el Acuerdo según sea necesario para obtener la Aprobación Final. La decisión del Tribunal de otorgar una cantidad menor a la solicitada para el Pago por los Servicios del Representante del Grupo, el Pago de Honorarios del Abogado del Grupo, el Pago de Gastos de Litigio del Abogado del Grupo y/o el Pago de Gastos del Administrador no constituirá una modificación material del Acuerdo dentro del significado de este párrafo.

11.3 Continuación de la Jurisdicción del Tribunal. Las Partes acuerdan que, una vez dictada la Sentencia, el Tribunal conservará la jurisdicción sobre las Partes, la Acción y el Acuerdo únicamente a los efectos de (i) hacer cumplir este Acuerdo y/o la Sentencia, (ii) atender los asuntos de administración del acuerdo y (iii) atender los asuntos posteriores a la Sentencia que estén permitidos por la ley.

11.4 Renuncia al Derecho de Apelación. Siempre que la Sentencia sea consistente con los términos y condiciones de este Acuerdo, incluyendo específicamente el Pago de Honorarios del Abogado del Grupo y el Pago de Gastos de Litigio del Abogado del Grupo establecidos en este Acuerdo, las Partes, sus respectivos abogados y todos los Miembros del Grupo Participantes que no opusieron al Acuerdo según lo dispuesto en este Acuerdo, renuncian a todos los derechos de apelación de la Sentencia, incluidos todos los derechos a procedimientos posteriores a la sentencia y de apelación, el derecho a presentar mociones para anular la sentencia, mociones para un nuevo juicio, escritos extraordinarios y apelaciones. La renuncia a la apelación no incluye ninguna renuncia al derecho a oponerse a dichas mociones, escritos o apelaciones. Si un objetor apela la Sentencia, las obligaciones de las Partes de cumplir el presente Acuerdo quedaran

suspendidas hasta que la apelación se resuelva definitivamente y la Sentencia sea definitiva, excepto en lo que respecta a asuntos que no afecten el pago del Monto Neto del Acuerdo.

11.5 Órdenes del Tribunal de Apelaciones de Anular, Revocar o Modificar Materialmente la Sentencia. Si el Tribunal revisor anula, revoca o modifica la Sentencia de una manera que requiera una modificación material de este Acuerdo (incluido, entre otros, el alcance de la exoneración que otorgarán los Miembros del Grupo), este Acuerdo será nulo y sin efecto. No obstante, las Partes colaborarán de buena fe y de forma expedita para resolver las preocupaciones del tribunal de apelación y obtener la Aprobación Final y la entrada en vigor de la Sentencia, compartiendo, en partes iguales, cualquier Gasto Administrativo adicional razonablemente incurrido después de la remisión. Una decisión de apelación de anular, revocar o modificar la adjudicación del Tribunal del Pago por los Servicios del Representante del Grupo o cualquier pago al Abogado del Grupo no constituirá una modificación material de la Sentencia dentro del significado de este párrafo, siempre que el Monto Bruto del Acuerdo permanezca sin cambios.

12. SENTENCIA ENMENDADA. Si se requiere una sentencia enmendada de conformidad con la sección 384 del Código de Procedimiento Civil, las Partes colaborarán de buena fe para presentar conjuntamente una propuesta de sentencia enmendada.

13. DISPOSICIONES ADICIONALES.

13.1 Sin Admisión de Responsabilidad, Certificación del Grupo o Manejabilidad Representativa para Otros Fines. El presente Acuerdo representa un compromiso y liquidación de las reclamaciones objeto de gran controversia. Nada de lo dispuesto en el presente Acuerdo pretende ni debe interpretarse como una admisión por parte de los Demandados de que alguna de las alegaciones de la Denuncia Operativa tiene fundamento o de que los Demandados tienen alguna responsabilidad por ninguna de las reclamaciones presentadas; tampoco se debe pretender ni interpretarse como una admisión por parte del Demandante de que las defensas de los Demandados en la Acción tienen fundamento. Las Partes acuerdan que la certificación del Grupo y el tratamiento representativo se otorgan únicamente a los efectos de este Acuerdo. Si, por cualquier motivo, el Tribunal concede la Aprobación Preliminar, la Aprobación Final o dicta Sentencia, los Demandados se reservan el derecho de impugnar la certificación de cualquier clase

1 por cualquier motivo, y los Demandados se reservan todas las defensas disponibles contra las
2 reclamaciones en la Acción, y el Demandante se reserva el derecho de solicitar la certificación
3 del Grupo por cualquier motivo disponible y de impugnar las defensas de los Demandados. La
4 Liquidación, el presente Acuerdo, y la voluntad de las Partes de resolver la Acción no afectara y
5 no serán admisibles en relación con ningún litigio (excepto en los procedimientos para hacer
6 cumplir o dar efecto a la Liquidación y el presente Acuerdo).

6 13.2 Confidencialidad Antes de la Aprobación Preliminar. El Demandante, el
7 Abogado del Grupo, los Demandados y el Abogado de la Defensa acuerdan por separado que,
8 hasta que se presente la Moción de Aprobación Preliminar del Acuerdo, no divulgarán, difundirán
9 y/o publicarán, como tampoco pedirán ni permitirán que otra persona divulgue, difunda o
10 publique, ninguno de los términos del Acuerdo directa o indirectamente, específica o
11 generalmente, a ninguna persona, corporación, asociación, agencia gubernamental u otra entidad
12 excepto: (1) a los abogados, contadores o cónyuges de las Partes, a quienes se les darán
13 instrucciones de mantener la confidencialidad del presente Acuerdo; (2) al abogado en un asunto
14 relacionado; (3) en la medida necesaria para declarar los ingresos a las autoridades fiscales
15 correspondientes; (4) en respuesta a una orden o citación judicial; o (5) en respuesta a una consulta
16 o citación emitida por una agencia gubernamental estatal o federal.

16 Cada Parte se compromete a notificar inmediatamente a la otra Parte sobre
17 cualquier orden, consulta o citación judicial o de la agencia que solicite dicha información. El
18 Demandante, el Abogado del Grupo, los Demandados y el Abogado de la Defensa se
19 comprometen individualmente no iniciar, directa o indirectamente, ninguna conversación u otra
20 comunicación, antes de la presentación de la Moción de Probación Preliminar, con terceros en
21 relación con este Acuerdo o los asuntos que dieron lugar a este Acuerdo, excepto para responder
22 únicamente que "el asunto se resolvió" o palabras a tal efecto. Este párrafo no restringe las
23 comunicaciones de los Abogados del Grupo con los Miembros del Grupo de conformidad con las
24 obligaciones éticas de los Abogados del Grupo con respecto a los Miembros del Grupo.

24 13.3 No se permite solicitar. Las Partes se comprometen individualmente que ellas y
25 sus respectivos abogados y empleados no solicitarán a ningún Miembro del Grupo que opte por
26 no participar o se oponga al Acuerdo, o que apele la Sentencia. Nada de lo dispuesto en este
27 párrafo se interpretará como una restricción a la capacidad de los Abogados del Grupo de
28 comunicarse con los Miembros del Grupo, de conformidad con las obligaciones éticas de los

1 Abogados del Grupo con respecto a los Miembros del Grupo.

2 13.4 Acuerdo Integrado. Una vez firmado por todas las Partes y sus abogados, el
3 presente Acuerdo junto con sus anexos constituirá el acuerdo completo entre las Partes en relación
4 con el Acuerdo y sustituyendo todas y cada una de las declaraciones, garantías, convenios o
5 incentivos verbales ofrecidas a o por cualquiera de las Parte.

6 13.5 Autorización del Abogado. El Abogado del Grupo y el Abogado de la Defensa
7 garantizan y declaran individualmente que están autorizados por el Demandante y el Demandado,
8 respectivamente, a tomar todas las medidas apropiadas requeridas o permitidas para ser tomadas
9 por dichas Partes de conformidad con este Acuerdo para hacer efectivos sus términos, y para
10 suscribir cualquier otro documento razonablemente requerido para hacer efectivos los términos
de este Acuerdo, incluyendo cualquier enmienda a este Acuerdo.

11 13.6 Cooperación. Las Partes y sus abogados cooperarán entre sí y harán todo lo
12 posible, de buena fe, para implementar el Acuerdo mediante, entre otras cosas, la modificación
13 del Acuerdo de Conciliación, la presentación de pruebas suplementarias y complementación de
14 puntos y autoridades según lo solicite el Tribunal. En caso de que las Partes no puedan llegar a
15 un compromiso sobre la forma o el contenido de cualquier documento necesario para implementar
16 el Acuerdo, o sobre cualquier modificación del Acuerdo que pueda resultar necesaria para
17 implementar el Acuerdo, las Partes solicitarán la asistencia de un mediador y/o del Tribunal para
su resolución.

18 13.7 Sin Cesiones Previas. Las Partes declaran y garantizan individualmente que no
19 han cedido, transferido, gravado ni intentado ceder, transferir o gravar, directa o indirectamente,
20 a ninguna persona o entidad ni parte de ninguna responsabilidad, reclamación, demanda, acción,
21 causa de acción o derecho liberado y exonerado por la Parte en este Acuerdo.

22 13.8 Sin Asesoramiento Fiscal. Ni el Demandante, ni los Abogados del Grupo, ni los
23 Demandados ni el Abogado de la Defensa proporcionan ningún tipo de asesoramiento en relación
24 con los impuestos o la tributación, ni nada de lo contenido en este Acuerdo se considerará como
25 tal en el significado de la Circular 230 del Departamento del Tesoro de los Estados Unidos (31
CFR, Parte 10, en su versión enmendada) ni de ninguna otra forma.

26 13.9 Modificación del Acuerdo. El presente Acuerdo, y todas sus partes, podrán ser
27 enmendadas, modificadas, cambiadas o eliminadas únicamente mediante un documento expreso

1 por escrito firmado por todas las Partes o sus representantes y aprobado por el Tribunal.

2 13.10 Acuerdo Vinculante para los Sucesores. El presente Acuerdo será vinculante y
3 redundará en beneficio de los sucesores de cada una de las Partes.

4 13.11 Ley Aplicable. Todos los términos y condiciones de este Acuerdo y sus anexos
5 se regirán e interpretarán de conformidad con las leyes internas del estado de California, sin tener
6 en cuenta los principios de conflicto de leyes.

7 13.12 Cooperación en la Redacción. Las Partes han cooperado en la redacción y
8 preparación de este Acuerdo. El presente Acuerdo no se interpretará en contra de ninguna de las
9 Partes con el argumento de que la Parte fue la que redactó o participó en la redacción.

10 13.13 Confidencialidad. En la medida en que lo permita la ley, todos los acuerdos
11 firmados y las órdenes dictadas durante la Acción y en el presente Acuerdo en relación con la
12 confidencialidad de la información subsistirán después de la suscripción del presente Acuerdo.

13 13.14 Uso y Devolución de Datos del Grupos. La información proporcionada al
14 Abogados del Grupo de conformidad con el Código de Pruebas de California §1152 y todas las
15 copias y extractos de los Datos del Grupo proporcionados al Abogado del Grupo por los
16 Demandados en relación con la mediación, otras negociaciones de conciliación o en relación con
17 el Acuerdo, podrán utilizarse únicamente con respecto a este Acuerdo, y para ningún otro
18 propósito, y no se podrán utilizarse de ninguna manera que viole cualquier acuerdo contractual,
19 estatuto o norma judicial existente. A más tardar 90 días después de la fecha en que el Tribunal
20 cumpla con la obligación del Administrador de proporcionar una Declaración que confirme el
21 pago final de todos los fondos del Acuerdo, el Demandante deberá destruir todas las versiones en
22 papel y electrónicas de los Datos del Grupo recibidos de los Demandados a menos que, antes de
23 que el Tribunal cumpla con la obligación del Administrador, los Demandados soliciten por escrito
24 al Abogado del Grupo la devolución, en lugar de la destrucción, de los Datos del Grupo.

25 13.15 Títulos. El título descriptivo de cualquier sección o párrafo de este Acuerdo se
26 incluye únicamente para facilitar su referencia y no constituye parte de este Acuerdo.

27 13.16 Días calendario. A menos que se indique lo contrario, todas las referencias a
28 “días” en este Acuerdo se refieren a días calendario. En el caso de que cualquier fecha o plazo

establecido en este Acuerdo caiga en un fin de semana o en un día festivo federal legal, dicha fecha o plazo será el primer día hábil siguiente.

13.17 Notificación. Todas las notificaciones, escritos u otras comunicaciones entre las Partes en relación con el presente Acuerdo se harán por escrito y se considerarán debidamente entregadas a partir del tercer día hábil después del envío por correo postal de los Estados Unidos, o el día de envío por correo electrónico o mensajero, dirigidas de la siguiente manera:

Al Demandante:
David Glenn Spivak, Esq.
The Spivak Law Firm
8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
david@spivaklaw.com

Al Demandado:
Alfred J. Landegger, Esq.
Evelyn Zarraga, Esq.
James M. Bacon, Esq.
Landegger Verano, ALC
15760 Ventura Blvd., Suite 1200
Encino, CA 91436
alfred@landeggeresq.com
evelyn@landeggeresq.com
james@landeggeresq.com

13.18 Firma en varias copias originales. Este Acuerdo puede firmarse en una o más copias originales por fax, electrónicamente (es decir, DocuSign) o correo electrónico, que para los propósitos de este Acuerdo se aceptarán como originales. Todas las copias originales firmadas y cada una de dicha copia original se considerarán un único y mismo documento si los abogados de las Partes intercambian entre sí copias originales firmadas. Toda copia original firmada será admisible como prueba para acreditar la existencia y contenido del presente Acuerdo.

13.19 Suspensión del Litigio. Las Partes acuerdan que, después de firmar el presente Acuerdo, el litigio quedará suspendido, excepto para hacer efectivos los términos de este Acuerdo. Asimismo, las Partes acuerdan además que, después de firmar este Acuerdo, de conformidad con la sección 583.330 del Código de Procedimiento Civil (CCP, por sus siglas en inglés), se

extenderá la fecha para llevar el caso a juicio de conformidad con la sección 583.310 del Código de Procedimiento Civil (CCP) durante todo el período de este proceso de conciliación.

Fecha: 7²²_____, 2025

Por: Armando A
ARMANDO ASCENCIO

Fecha: _____, 2025

Por: _____
Robert Lopez en nombre propio y como
Director Ejecutivo de Monarch Litho
Inc.

APROBADO EN CUANTO A LA FORMA:

THE SPIVAK LAW FIRM

Fecha: _____, 2025

Por: _____
DAVID GLENN SPIVAK, Abogado
del Demandante, ARMANDO
ASCENCIO, y todas las demás
personas en situación similar

LANDEGGER VERANO, ALC

Fecha: _____, 2025

Por: _____
EVELYN ZARRAGA, Abogados de
los Demandados

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I am an accredited translator registered with the American Translators Association and that I am certified/accredited to translate from the English language to the Spanish language. I further declare that I have translated the attached document (“Class Action and PAGA Settlement Agreement and Class Notice”) from the English language to the Spanish language.

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

Blanca Edwards

BLANCA A. EDWARDS,
Member of the American Translator Association
Member No. 105357, since 01/10/2024