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Attorneys for Plaintiff WALADIN SNOW

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SANTA CLARA

WALADIN SNOW, an individual, on behalf of
himself, and on behalf of all persons similarly
situated,

Plaintiff,

v.

LEE'S SANDWICHES INTERNATIONAL,
INC., a California corporation; CBET
CORPORATION, a California corporation,
previously identified as fictitious DOES 1;
LEE'S SANDWICHES, an unknown business
entity, previously identified as fictitious DOES
2; and DOES 3-50, Inclusive,

Defendants.

Case No. 23CV410621

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: March 12, 2025

Time: 1:30 PM

Judge: Hon. Theodore C. Zayner
Dept.: D19

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1 further appears to the Court that settlement at this time will avoid substantial additional costs by all
2 Parties, as well as avoid the delay and risks that would be presented by the further prosecution of the
3 litigation. It further appears that the Settlement has been reached as the result of intensive, serious, and
4 non-collusive arms-length negotiations.

5 4. The Court preliminarily finds that the Settlement appears to be within the range of
6 reasonableness of a settlement that could ultimately be given final approval by this Court. The Court
7 has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily
8 finds that the monetary settlement awards made available to the Class Members are fair, adequate, and
9 reasonable when balanced against the probable outcome of further litigation relating to certification,
10 liability, and damages issues.

11 5. Plaintiff seeks Attorneys' Fees and Expenses in the amount of up-to one-third of the
12 Gross Settlement Amount for attorneys' fees, currently estimated at Twenty-Seven Thousand Three
13 Hundred Thirty-Three Dollars and Thirty-Three Cents (\$27,333.33), plus a reimbursement of
14 reasonably incurred expenses in an amount of up to Fifteen Thousand Dollars (\$15,000.00), and
15 proposed Enhancement Payment to the Class Representative, Waladin Snow, in an amount of not more
16 than Ten Thousand Dollars and Zero Cents (\$10,000.00). While these awards appear to be within the
17 range of reasonableness, the Court will not approve the Attorneys Fees and Expenses, or the
18 Enhancement Payment until the Final Approval Hearing.

19 6. The Court recognizes that Plaintiff and Defendant stipulate and agree to certification of
20 a class for settlement purposes only. This stipulation will not be deemed admissible in this, or any other
21 proceeding should this Settlement not become final. For settlement purposes only, the Court
22 conditionally certifies the following Class:

23 All non-exempt employees who are or previously were employed by
24 Defendant and performed work in California during the period between
25 January 31, 2019 through October 20, 2023.

26 7. The Court concludes that, for settlement purposes only, the Class meets the requirements
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1 for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is
2 ascertainable and so numerous that joinder of all members of the Class Members is impracticable; (b)
3 common questions of law and fact predominate, and there is a well-defined community of interest
4 amongst the Class Members with respect to the subject matter of the litigation; (c) the claims of the
5 Class Representative are typical of the claims of the Class Members; (d) the Class Representative will
6 fairly and adequately protect the interests of the Class Members; (e) a class action is superior to other
7 available methods for the efficient adjudication of this controversy; and (f) Class Counsel are qualified
8 to act as counsel for the Class Representative in her individual capacity and as the representative of the
9 Class Members.

10 8. The Court provisionally appoints Plaintiff Waladin Snow as the representatives of the
11 Class.

12 9. The Court provisionally appoints Jean-Claude Lapuyade, Esq., of JCL Law Firm, APC
13 and Shani Zakay, of Zakay Law Group, APLC as Class Counsel for the Class Members.

14 10. The Court hereby approves, as to form and content, the Proposed Class Notice (“Class
15 Notice”) attached to the Agreement as **Exhibit “A”**. The Court finds that the notice appears to fully
16 and accurately inform the Class Members and Aggrieved Employees of all material elements of the
17 proposed Settlement, including the right of any Class Member to be excluded from the Class by
18 submitting a written request for exclusion, and of each Class Member’s right and opportunity to object
19 to the Settlement. The Court further finds that the distribution of the notices substantially in the manner
20 and form set forth in the Agreement and this Order meets the requirements of due process, is the most
21 reasonable notice under the circumstances, and shall constitute due and sufficient notice to all persons
22 entitled thereto. The Court orders the mailing of the notices by first class mail, pursuant to the terms
23 set forth in the Agreement.

24 11. The Court hereby appoints Apex Class Action LLC, as Settlement Administrator. Within
25 ten (10) business days after the Preliminary Approval Date, Defendant shall provide the Settlement
26 Administrator with the Class Data, including information regarding Class Members that Defendant will
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1 in good faith compile from its records, including each Class Member's full name, last-known mailing
2 address, Social Security number, telephone number, and number of Class Period Workweeks and
3 PAGA Pay Periods. Upon receipt of the Class Data, and no later than twenty-one (21) calendar days
4 after Preliminary Approval of the Settlement, the Settlement Administrator shall mail and email copies
5 of the Notice Packet to all Class Members via first class U.S. Mail.

6 12. The Court hereby preliminarily approves the proposed procedure for exclusion from the
7 Settlement. Any Class Member may individually choose to opt out of and be excluded from the
8 Settlement as provided in the Notice by following the instructions for requesting exclusion from the
9 Settlement of the Released Class Claims that are set forth in the Notice. All requests for exclusion must
10 be postmarked or received by the Response Deadline which is forty-five (45) calendar days after the
11 Settlement Administrator mails the Notice Packets to Class Members or, in the case of re-mailed
12 Notice, not more than fifteen (15) days from the original Response Deadline. Any such person who
13 chooses to opt out of and be excluded from the Settlement will not be entitled to an Individual
14 Settlement Payment under the Settlement and will not be bound by the Settlement, or have any right to
15 object, appeal or comment thereon. Class Members who have not requested exclusion shall be bound
16 by all determinations of the Court, the Agreement, and Judgment.

17 13. Any Class Member who has not opted out may appear at the final approval hearing and
18 may object or express the Class Member's views regarding the Settlement and may present evidence
19 and file briefs or other papers that may be proper and relevant to the issues to be heard and determined
20 by the Court as provided in the Notice. Class Members will have forty-five (45) calendar days from the
21 date the Settlement Administrator mails the Class Notice to postmark their written objections to the
22 Settlement Administrator.

23 14. A final approval hearing shall be held before this Court on _____ at _____ in
24 Department 19 of the Santa Clara County Superior Court to determine all necessary matters concerning
25 the Settlement, including: whether the proposed settlement of the Action on the terms and conditions
26 provided for in the Agreement is fair, adequate and reasonable and should be finally approved by the
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1 Court; whether an Order Granting Final Approval should be entered herein; whether the plan of
2 allocation contained in the Agreement should be approved as fair, adequate and reasonable to the Class;
3 and to finally approve the Attorneys' Fees and Expenses, Enhancement Payment, and the Settlement
4 Administration Expenses. All papers in support of the motion for final approval and the motion for
5 Attorneys' Fees and Expenses and Enhancement Payment shall be filed with the Court and served on
6 all counsel within twenty-eight (28) days following the expiration of the Response Deadline.

7 15. In the event the Settlement does not become effective in accordance with the terms of the
8 Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails to become
9 effective for any reason, this Settlement Agreement shall be rendered null and void and shall be vacated,
10 and the Parties shall revert to their respective positions as of before entering into the Agreement. In
11 such an event, the Court's orders regarding the Settlement, including this Preliminary Approval Order,
12 shall not be used or referred to in litigation for any purpose. Nothing in this paragraph is intended to
13 alter the terms of the Settlement Agreement with respect to the effect of the Settlement Agreement if it
14 is not approved.

15 16. The Court orders the following Implementation Schedule for further proceedings:

16 a.	Deadline for Defendant to Submit Class Data to Settlement Administrator	10 business days after Order granting Preliminary Approval
17 b.	Deadline for Settlement Administrator to Mail Class Notice to Class Members	21 calendar days after Order granting Preliminary Approval
18 c.	Deadline for Class Members to Postmark Requests for Exclusion	45 calendar days after mailing of the Notice
19 d.	Deadline for Receipt by Court, Settlement Administrator, and Counsel of any Objections to Settlement	45 calendar days after mailing of the Notice

e.	Deadline for Class Counsel to file Motion for Final Approval of Settlement, including Request for Attorneys' Fees, Costs, and Class Representative Service Payment	16 Court days before Final Approval Hearing
f.	Deadline for Settlement Administrator to file Declaration of Due Diligence and Proof of Mailing	14 days before the hearing on Plaintiff's Motion for Final Approval of Settlement
g.	Final Fairness Hearing and Final Approval	_____
h.	Deadline for Defendant to fund Settlement	30 calendar days of the Final Approval Order
i.	Deadline for Settlement Administrator to mail the Individual Payments and the Class Representative Service Payment, and to wire transfer the Attorneys' Fees and Costs (if Settlement is Effective)	15 calendar days after Defendant fund the Gross Settlement Amount
j.	Deadline for Class Members to cash Individual Payment checks (if Settlement is Effective)	180 calendar days after Settlement Administrator mails the Individual Payments

17. The Court reserves the right to adjourn or continue the date of the final approval hearing and all dates provided for in the Agreement without further notice to Class Members and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

18. As of the date this Order is signed, all dates and deadlines associated with the Action shall be stayed, other than those contemplated herein and in the Settlement Agreement, and pertaining to the administration of the settlement of the Action.

Dated: _____

JUDGE OF THE SUPERIOR COURT

EXHIBIT 1

ZAKAY LAW GROUP, APLC

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Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SANTA CLARA**

WALADIN SNOW, an individual, on behalf
of himself, and on behalf of all persons
similarly situated,

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LEE'S SANDWICHES INTERNATIONAL,
INC., a California corporation; CBET
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entity, previously identified as fictitious DOES
2; and DOES 3-50, Inclusive,

Defendants.

Case No.: 23CV410621

[Action Filed: January 31, 2023]

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

This Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims is entered into by and between Plaintiff WALADIN SNOW (hereinafter “Plaintiff”), an individual, on behalf of the Settlement Class, and in his representative capacity on behalf of the State of California and the Aggrieved Employees, and Defendant CBET CORPORATION (hereinafter “Defendant”):

I. DEFINITIONS

- A. “Action” shall mean the putative class action lawsuit designated *Waladin Snow v. Lee’s Sandwiches International, Inc., et al.*, Santa Clara County Superior Court, Case No. 23CV410621, filed January 31, 2023.
- B. “Administration Costs” shall mean the amount paid to the Settlement Administrator from the Gross Settlement Amount for administering the Settlement pursuant to this Agreement currently estimated not to exceed \$7,500.00.
- C. “Aggrieved Employees” means all non-exempt employees who are or previously were employed by Defendant and performed work in California during the period of January 31, 2022 to October 20, 2023 (the “PAGA Period”).
- D. “Agreement” or “Settlement Agreement” means this Stipulation of Settlement of Class and PAGA Action and Release of Claims.
- E. “Attorneys’ Expenses” means the award of expenses that the Court authorizes to be paid to Class Counsel for the expenses they have incurred of up to \$15,000.00.
- F. “Attorneys’ Fees” means the award of fees that the Court authorizes to be paid to Class Counsel for the services they have rendered to Plaintiff and the Settlement Class in the Action, currently not to exceed one-third of the Gross Settlement Amount currently estimated to be \$27,333.33 out of \$82,000.00. Attorneys’ fees will be divided between Class Counsel as follows (50% to JCL Law Firm, APC, and 50% to Zakay Law Group, APLC).
- G. “Class” or the “Class Members” means all non-exempt employees who are or previously were employed by Defendant and performed work in California during the period of January 31, 2019 through October 20, 2023 (the “Class Period”).

- 1 H. "Class Counsel" shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC, and
2 Shani Zakay of Zakay Law Group, APLC.
- 3 I. "Class Data" means information regarding Class Members that Defendant will in
4 good faith compile from its records and provide to the Settlement Administrator. It
5 shall be formatted as a Microsoft Excel spreadsheet and shall include: each Class
6 Member's full name; last known address; Social Security Number; start dates and end
7 dates of employment.
- 8 J. "Class Period" means the period between January 31, 2019 through October 20, 2023.
- 9 K. "Class Representative" shall mean plaintiff Waladin Snow.
- 10 L. "Court" means the Superior Court for the State of California, County of Santa Clara,
11 currently presiding over the Action.
- 12 M. "Defendant" shall mean CBET Corporation.
- 13 N. "Effective Date" means the date of final approval, if no objections are filed to the
14 settlement. If objections are filed and overruled, and no appeal is taken of the final
15 approval order, then the effective date of final approval will be sixty-five (65) days
16 after the trial court enters final approval. If an appeal is taken from the Court's
17 overruling of objections to the settlement, then the effective date of final approval
18 will be twenty (20) days after the appeal is withdrawn or after an appellate decision
19 affirming the final approval decision becomes final.
- 20 O. "Enhancement Award" (aka "Service Award") means an award in the amount of
21 \$10,000 or in an amount that the Court authorizes to be paid to the Class
22 Representative, in addition to his Individual Settlement Payment and his individual
23 Aggrieved Employee Payment, in recognition of his efforts and risks in assisting with
24 the prosecution of the Action.
- 25 P. "Funding Date" shall mean the date by which Defendant has paid the entire Gross
26 Settlement Amount to the Claims Administrator in accord with the terms of this
27 Agreement. Defendant will pay the Gross Settlement Amount to the Claims
28

Administrator within thirty (30) calendar days of the final approval order, but in no case shall payment be required earlier than December 20, 2024.

Q. “Gross Settlement Amount” means Eighty-Two Thousand Dollars and Zero Cents (\$82,000.00) that Defendant must pay into the QSF in connection with this Settlement, inclusive of the sum of Individual Settlement Payments, Administration Costs, Attorneys’ Fees and Attorneys’ Expenses, Enhancement Award, and the PAGA Penalties and *exclusive* of the employer’s share of payroll tax, if any, triggered by any payment under this Settlement.

R. “Individual Settlement Payments” means the amount payable from the Net Settlement Amount to each Settlement Class Member and excludes any amounts distributed to Aggrieved Employees pursuant to PAGA.

S. “Net Settlement Amount” or “NSA” means the Gross Settlement Amount, less Attorneys’ Fees and Attorneys’ Expenses, Enhancement Award, PAGA Penalties, and Administration Costs.

T. “Notice Packet” means the Class Notice to be provided to the Class Members by the Settlement Administrator in the form set forth as **Exhibit A** to this Agreement (other than formatting changes to facilitate printing by the Settlement Administrator).

U. “Operative Complaint” shall mean the First Amended Complaint filed in the Action filed on April 10, 2023.

V. “PAGA” means the California Labor Code Private Attorneys General Act of 2004, Labor Code § 2698 *et seq.*

W. “PAGA Payment Ratio” means the respective Pay Periods during the PAGA Period for each Aggrieved Employee divided by the sum total of the Pay Periods for all Aggrieved Employees during the PAGA Period.

X. “PAGA Pay Periods,” for purposes of calculating the distribution of the Aggrieved Employee Payment, as defined herein, means the number of pay periods of employment during the PAGA Period that each Aggrieved Employee worked in California.

- 1 Y. "PAGA Period" means the period beginning between January 31, 2022 to October
2 20, 2023.
- 3 Z. "PAGA Penalties" shall be Five Thousand Dollars (\$5,000.00) to be allocated from
4 the Gross Settlement Amount, with 25% of the payment going to the Aggrieved
5 Employees ("Aggrieved Employee Payment") and 75% of the payment going to the
6 Labor and Workforce Development Agency ("LWDA Payment"). The amount of the
7 PAGA Penalties is subject to Court approval pursuant to California Labor Code
8 section 2699(l). Any reallocation of the Gross Settlement Amount to increase the
9 PAGA Penalties will not constitute grounds by either party to void this Agreement,
10 so long as the Gross Settlement Amount remains the same.
- 11 AA. "Parties" means Plaintiff and Defendant, collectively, and "Party" shall mean either
12 Plaintiff or Defendant, individually.
- 13 BB. "Payment Ratio" means the respective Workweeks for each Class Member divided
14 by the sum total Workweeks for all Class Members.
- 15 CC. "Plaintiff" shall mean Waladin Snow.
- 16 DD. "QSF" means the Qualified Settlement Fund established, designated, and maintained
17 by the Settlement Administrator to fund the Gross Settlement Amount.
- 18 EE. "Released Class Claims" shall mean the release from the Class Members of all class
19 claims alleged in the Operative Complaint which occurred during the Class Period,
20 and expressly excluding all other claims, including claims for vested benefits,
21 wrongful termination, unemployment insurance, disability, social security, workers'
22 compensation, and class claims outside of the Class Period.
- 23 FF. "Released PAGA Claims" shall mean the release from the Aggrieved Employees of
24 all PAGA claims alleged in the operative Complaint and Plaintiff's PAGA notices to
25 the LWDA which occurred during the PAGA Period, and expressly excluding all
26 other claims, including claims for vested benefits, wrongful termination,
27 unemployment insurance, disability, social security, workers' compensation, and
28 PAGA claims outside of the PAGA Period.

1 GG. "Released Parties" shall mean Defendant and all of its respective past, present and
2 future affiliates, parents, subsidiaries, divisions, joint ventures, predecessors,
3 successors, insurers, assigns, consultants, subcontractors, employee benefit plans and
4 fiduciaries thereof, stockholders, officers, directors, partners, servants, agents,
5 insurers, employees, representatives, attorneys and all persons acting under, by,
6 through or in concert with any of them, and each of them.

7 HH. "Response Deadline" means the date forty-five (45) calendar days after the Settlement
8 Administrator mails Notice Packets to Class Members and the last date on which
9 Class Members may submit requests for exclusion or objections to the Settlement.

10 II. "Settlement" means the disposition of the Action pursuant to this Agreement.

11 JJ. "Settlement Administrator" means APEX Class Action LLC, 18 Technology Drive,
12 Ste. 164, Irvine, CA 92618; Tel: 1-800-355-0700; Fax: 1-949-878-3536. The
13 Settlement Administrator establishes, designates and maintains, as a QSF under
14 Internal Revenue Code section 468B and Treasury Regulation section 1.468B-1, into
15 which the amount of the Gross Settlement Amount is deposited for the purpose of
16 resolving the claims of Settlement Class Members. The Settlement Administrator
17 shall maintain the funds until distribution in an account(s) segregated from the assets
18 of Defendant and any person related to Defendant. *All accrued interest shall be paid*
19 *and distributed to the Settlement Class Members as part of their respective*
20 *Individual Settlement Payment.*

21 KK. "Settlement Class Members" or "Settlement Class" means all Class Members who
22 have not submitted a timely and valid request for exclusion as provided in this
23 Agreement.

24 LL. "Workweeks," for purposes of calculating the distribution of the Net Settlement
25 Amount, means the number of weeks of employment during the Class Period that
26 each Class Member was employed by Defendant in California.

1 **II. RECITALS**

- 2 A. On January 31, 2023, Plaintiff filed a Notice of Violations with the Labor and
3 Workforce Development Agency (LWDA).
- 4 B. On January 31, 2023, Plaintiff filed the Action, alleging claims for:
- 5 1. Unfair Competition (Bus. & Prof. Code §§ 17200 *et seq.*);
- 6 2. Failure to Pay Minimum Wages (Labor Code §§ 1194, 1197 and 1197.1);
- 7 3. Failure to Pay Overtime Wages (Labor Code §§ 510 *et seq.*);
- 8 4. Failure to Provide Required Meal Periods (Labor Code §§ 226.7, 512 and the
9 applicable Wage Order);
- 10 5. Failure to Provide Required Rest Periods (Labor Code §§ 226.7, 516 and the
11 applicable wage order);
- 12 6. Failure to Pay Wages When Due (Labor Code §§ 201, 202, 203);
- 13 7. Failure to Provide Accurate Itemized Statements (Labor Code § 226 and 226.2
14 *et seq.*);
- 15 8. Failure to Reimburse for Required Expenses (Labor Code § 2802);
- 16 C. On February 14, 2023, Plaintiff filed an amended Notice of Violations with the
17 LWDA and served the same on Defendant.
- 18 D. On February 15, 2023, Plaintiff filed a Doe Amendment, adding Defendant to the
19 Action.
- 20 E. On March 23, 2023, Defendants Lee's Sandwich Corporation and Lee's Sandwiches
21 NCA, Inc. were dismissed from the action without prejudice. On July 20, 2023
22 Defendants Lee's Sandwiches International, Inc. and Lee's Sandwiches were
23 dismissed from the action without prejudice, leaving Defendant CBET Corporation
24 as the remaining defendant in this Action.
- 25 F. On April 10, 2023, Plaintiff filed a First Amended Complaint, adding a ninth cause
26 of action for Violations of the Private Attorneys General Act (Labor Code §§ 2698 *et*
27 *seq.*).
28

1 G. The Class Representative believes he has claims based on alleged violations of the
2 California Labor Code, and the Industrial Welfare Commission Wage Orders, and
3 that class certification is appropriate because the prerequisites for class certification
4 can be satisfied in the Action, and this action is manageable as a PAGA representative
5 action.

6 H. Defendant denies any liability or wrongdoing of any kind associated with the claims
7 alleged in the Action, disputes any wages, damages and penalties claimed by the Class
8 Representative are owed, and further contends that, for any purpose other than
9 settlement, the Action is not appropriate for class or representative action treatment.
10 Defendant contends, among other things, that at all times it complied with the
11 California Labor Code and the Industrial Welfare Commission Wage Orders.

12 I. The Class Representative is represented by Class Counsel. Class Counsel investigated
13 the facts relevant to the Action, including conducting an independent investigation as
14 to the allegations, reviewing documents and information exchanged through informal
15 discovery, and reviewing documents and information provided by Defendant
16 pursuant to informal requests for information to prepare for mediation. Defendant
17 produced for the purpose of settlement negotiations certain employment data
18 concerning the Settlement Class, which Class Counsel reviewed and analyzed with
19 the assistance of an expert. Based on their own independent investigation and
20 evaluation, Class Counsel are of the opinion that the Settlement with Defendant is
21 fair, reasonable, and adequate, and is in the best interest of the Settlement Class
22 considering all known facts and circumstances, including the risks of significant
23 delay, defenses asserted by Defendant, uncertainties regarding class certification, and
24 numerous potential appellate issues. Although it denies any liability, Defendant is
25 agreeing to this Settlement solely to avoid the inconveniences and cost of further
26 litigation. The Parties and their counsel have agreed to settle the claims on the terms
27 set forth in this Agreement.
28

- 1 J. On October 20, 2023, the Parties participated in mediation presided over by
2 Honorable Brian C. Walsh (Ret.), an experienced jurist and mediator of wage and
3 hour class and PAGA actions. The mediation concluded with a settlement, which was
4 subsequently memorialized in the form of a Memorandum of Understanding.
- 5 K. This Agreement replaces and supersedes the Memorandum of Understanding and any
6 other agreements, understandings, or representations between the Parties. This
7 Agreement represents a compromise and settlement of highly disputed claims.
8 Nothing in this Agreement is intended or will be construed as an admission by
9 Defendant that the claims in the Action of Plaintiff or the Class Members have merit
10 or that Defendant bears any liability to Plaintiff or the Class on those claims or any
11 other claims, or as an admission by Plaintiff that Defendant's defenses in the Action
12 have merit.
- 13 L. The Parties believe that the Settlement is fair, reasonable and adequate. The
14 Settlement was arrived at through arm's-length negotiations, taking into account all
15 relevant factors. The Parties recognize the uncertainty, risk, expense and delay
16 attendant to continuing the Action through trial and any appeal. Accordingly, the
17 Parties desire to settle, compromise and discharge all disputes and claims arising from
18 or relating to the Action fully, finally, and forever.
- 19 M. The Parties agree to certification of the Class for purposes of this Settlement only. If
20 for any reason the settlement does not become effective, Defendant reserves the right
21 to contest certification of any class for any reason and reserves all available defenses
22 to the claims in the Action.

23 Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

24 **III. TERMS OF AGREEMENT**

25 A. Settlement Consideration and Settlement Payments by Defendant.

- 26 1. Settlement Consideration. In full and complete settlement of the Action, and
27 in exchange for the releases set forth below, Defendant will pay the sum of
28 the Individual Settlement Payments, the Enhancement Award, the Attorneys'

1 Fees and Attorneys' Expenses, PAGA Penalties, and the Administration
2 Costs, as specified in this Agreement, equal to the Gross Settlement Amount
3 of Eighty-Two Thousand Dollars and Zero Cents (\$82,000.00). The Parties
4 agree that this is a non-reversionary Settlement and that no portion of the
5 Gross Settlement Amount shall revert to Defendant. Other than the
6 Defendant's share of employer payroll taxes and as provided in Section III.A.2
7 below, Defendant shall not be required to pay more than the Gross Settlement
8 Amount.

9 2. Class Size. Defendant represents that the Settlement Class was comprised of
10 191 individuals who collectively worked approximately 1,639 workweeks
11 ("Projected Workweeks") during the Class Period. One week prior to the
12 filing of the Motion for Preliminary Approval, Defendant will provide Class
13 Counsel with a declaration under penalty of perjury confirming the number of
14 applicable Class Members and Projected Workweeks they worked during the
15 Class Period. Should the total number of Projected Workweeks increase by
16 more than 10% (i.e., by more than 163 Workweeks), Defendant shall increase
17 the Gross Settlement Amount on a pro-rata basis equal to the percentage
18 increase in the number of Projected Workweeks worked by Class Members
19 above 10%. In other words, if the Workweek number during the Class Period
20 increased by more than 10% of the estimate stated herein, the Settlement
21 Amount will increase proportionally for the number of Workweeks over 110%
22 of 1,639 (1,802).

23 3. Settlement Payment. Defendant shall deposit the Gross Settlement Amount
24 into the QSF, through the Settlement Administrator by the Funding Date. Any
25 interest accrued will be added to the NSA and distributed to the Settlement
26 Class Members except that if final approval is reversed on appeal, then
27 Defendant is entitled to prompt return of the principal and all interest accrued.
28

1 4. Defendant's Share of Payroll Taxes. Defendant's share of employer side
2 payroll taxes is in addition to the Gross Settlement Amount and shall be paid
3 together with the Gross Settlement Amount on the Funding Date. The
4 Settlement Administrator shall provide Defendant with the amount necessary
5 to fund the Defendant's Share of Payroll Taxes prior to the Funding Date.

6 B. Release by Settlement Class Members. Upon entry of final order approving class and
7 PAGA settlement and as of the Funding Date, in exchange for the consideration set
8 forth in this Agreement, Plaintiff and the Settlement Class Members, on behalf of
9 themselves and their respective former and present representatives, agents, attorneys,
10 heirs, administrators, successors and assigns, release the Released Parties from the
11 Released Class Claims for the Class Period.

12 C. Release by the Aggrieved Employees. Upon entry of final order approving class and
13 PAGA settlement and as of the Funding Date, in exchange for the consideration set
14 forth in this Agreement, the Plaintiff, the LWDA and the State of California release
15 the Released Parties from the Released PAGA Claims for the PAGA Period. As a
16 result of this release, the Aggrieved Employees are deemed to release, on behalf of
17 themselves and their respective former and present representatives, agents, attorneys,
18 heirs, administrators, successors and assigns, the Released Parties from all claims for
19 PAGA penalties that were alleged, or reasonably could have been alleged, based on
20 the facts stated in the Operative Complaint and the PAGA Notice, and shall be
21 precluded from bringing the Released PAGA Claims against the Released Parties.

22 D. Conditions Precedent: This Settlement will become final and effective only upon the
23 occurrence of all of the following events:

- 24 1. The Court enters an order granting preliminary approval of the Settlement;
- 25 2. The Court enters an order granting final approval of the Settlement and a Final
26 Judgment;
- 27 3. If an objector appears at the final approval hearing, the time for appeal of the
28 Final Judgment and Order Granting Final Approval of Class Action

1 Settlement expires; or, if an appeal is timely filed, there is a final resolution of
2 any appeal from the Judgment and Order Granting Final Approval of Class
3 Action Settlement; and

4 4. Defendant fully funds the Gross Settlement Amount.

5 E. Nullification of Settlement Agreement. If this Settlement Agreement is not
6 preliminarily or finally approved by the Court and/or the LWDA, or if the appellate
7 court fails to approve the Settlement, or if the Settlement Agreement is otherwise
8 terminated, fails to become effective, or is reversed, withdrawn or modified by the
9 Court, or in any way prevents or prohibits Defendant from obtaining a complete
10 resolution of the Released Claims, or if Defendant fails to fully fund the Gross
11 Settlement Amount:

12 1. This Settlement Agreement shall be void *ab initio* and of no force or effect,
13 and shall not be admissible in any judicial, administrative or arbitral
14 proceeding for any purpose or with respect to any issue, substantive or
15 procedural, and the Parties shall be restored to their respective positions prior
16 to entering into the Settlement Agreement, and no party shall be bound by any
17 of the terms of the Settlement Agreement, including Defendant's obligation
18 to make payments to the Settlement Class Members, the Settlement
19 Administrator, the LWDA, Plaintiff or Class Counsel;

20 2. The conditional class certification (obtained for any purpose) shall be void *ab*
21 *initio* and of no force or effect, and shall not be admissible in any judicial,
22 administrative or arbitral proceeding for any purpose or with respect to any
23 issue, substantive or procedural;

24 3. None of the Parties to this Settlement will be deemed to have waived any
25 claims, objections, defenses or arguments in the Action, including with respect
26 to the issue of class certification;

27 4. Any preliminary approval order, final approval order or judgment, shall be
28 vacated;

1 5. The Settlement Agreement and all negotiations, statements, proceedings and
2 data relating thereto shall be deemed confidential mediation settlement
3 communications and not subject to disclosure for any purpose in any
4 proceeding;

5 6. Plaintiff shall bear the responsibility for any cost to issue or reissue any
6 curative notice to the Settlement Class Members and all Settlement
7 Administration Costs incurred to the date of nullification.

8 F. Certification of the Settlement Class. The Parties stipulate to conditional class
9 certification of the Class for the Class Period for purposes of settlement only. In the
10 event that this Settlement is not approved by the Court, fails to become effective, or is
11 reversed, withdrawn or modified by the Court, or in any way prevents or prohibits
12 Defendant from obtaining a complete resolution of the Released Claims, the
13 conditional class certification (obtained for any purpose) shall be void *ab initio* and of
14 no force or effect, and shall not be admissible in any judicial, administrative or arbitral
15 proceeding for any purpose or with respect to any issue, substantive or procedural.

16 G. Tax Liability. The Parties make no representations as to the tax treatment or legal
17 effect of the payments called for, and Class Members and/or Aggrieved Employees are
18 not relying on any statement or representation by the Parties in this regard. Class
19 Members and/or Aggrieved Employees understand and agree that they will be
20 responsible for the payment of any taxes and penalties assessed on the Individual
21 Settlement Payments and/or Aggrieved Employees' individual shares of the Aggrieved
22 Employee Payment described and will be solely responsible for any penalties or other
23 obligations resulting from their personal tax reporting of Individual Settlement
24 Payments and/or Aggrieved Employees' individual shares of the Aggrieved Employee
25 Payment.

26 H. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,
27 the "acknowledging party" and each Party to this Agreement other than the
28 acknowledging party, an "other party") acknowledges and agrees that: (1) no provision

1 of this Agreement, and no written communication or disclosure between or among the
2 Parties or their attorneys and other advisers, is or was intended to be, nor shall any
3 such communication or disclosure constitute or be construed or be relied upon as, tax
4 advice within the meaning of United States Treasury Department circular 230 (31 CFR
5 part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his,
6 her or its own, independent legal and tax counsel for advice (including tax advice) in
7 connection with this Agreement, (b) has not entered into this Agreement based upon
8 the recommendation of any other Party or any attorney or advisor to any other Party,
9 and (c) is not entitled to rely upon any communication or disclosure by any attorney
10 or adviser to any other party to avoid any tax penalty that may be imposed on the
11 acknowledging party, and (3) no attorney or adviser to any other Party has imposed
12 any limitation that protects the confidentiality of any such attorney's or adviser's tax
13 strategies (regardless of whether such limitation is legally binding) upon disclosure by
14 the acknowledging party of the tax treatment or tax structure of any transaction,
15 including any transaction contemplated by this Agreement.

16 I. Preliminary Approval Motion. Class Counsel shall draft and file the motion for
17 preliminary approval within sixty (60) calendar days of execution of this Agreement,
18 or within the statutory timeframe as determined by the Court's setting of the
19 preliminary approval hearing, which shall include this Settlement Agreement. Plaintiff
20 will provide Defendant with a draft of the Motion at least 7 business days prior to the
21 filing of the Motion to give Defendant an opportunity to propose changes or additions
22 to the Motion.

23 J. Settlement Administrator. The Settlement Administrator shall be responsible for:
24 establishing and administering the QSF; calculating, processing and mailing payments
25 to the Class Representative, Class Counsel, LWDA and Class Members; printing and
26 mailing the Notice Packets to the Class Members as directed by the Court; receiving
27 and reporting the objections and requests for exclusion; calculating, deducting and
28 remitting all legally required taxes from Individual Settlement Payments and

1 distributing tax forms for the Wage Portion, the Penalties Portion and the Interest
2 Portion of the Individual Settlement Payments and/or Aggrieved Employees'
3 individual shares of the Aggrieved Employee Payment; processing and mailing tax
4 payments to the appropriate state and federal taxing authorities; providing
5 declaration(s) as necessary in support of preliminary and/or final approval of this
6 Settlement; and other tasks as the Parties mutually agree or the Court orders the
7 Settlement Administrator to perform. The Settlement Administrator shall keep the
8 Parties timely apprised of the performance of all Settlement Administrator
9 responsibilities by among other things, sending a weekly status report to the Parties'
10 counsel stating the date of the mailing, the of number of Elections Not to Participate
11 in Settlement it receives (including the numbers of valid and deficient), and number of
12 objections received.

13 K. Notice Procedure.

14 1. Class Data. No later than ten (10) business days after the Preliminary
15 Approval Date, Defendant shall provide the Settlement Administrator with the
16 Class Data for purposes of preparing and mailing Notice Packets to the Class
17 Members.

18 2. Notice Packets.

19 a) The Notice Packet shall contain the Notice of Class Action Settlement
20 in a form substantially similar to the form attached as **Exhibit A**. The
21 Notice of Class Action Settlement shall inform Class Members and
22 PAGA Class Members that they need not do anything in order to
23 receive an Individual Settlement Payment and/or Aggrieved
24 Employees' individual shares of the Aggrieved Employee Payment
25 and to keep the Settlement Administrator apprised of their current
26 mailing address, to which the Individual Settlement Payments and/or
27 Aggrieved Employees' individual shares of the Aggrieved
28 Employment Payment will be mailed following the Funding Date. The

1 Notice of Class Action Settlement shall set forth the release to be given
2 by all members of the Class who do not request to be excluded from
3 the Settlement Class and/or Aggrieved Employees in exchange for an
4 Individual Settlement Payment and/or Aggrieved Employees'
5 individual shares of the Aggrieved Employment Payment, the number
6 of Workweeks worked by each Class Member during the Class Period
7 and PAGA Period, if any, and the estimated amount of their Individual
8 Settlement Payment if they do not request to be excluded from the
9 Settlement and each Aggrieved Employees' share of the Aggrieved
10 Employment Payment, if any. The Settlement Administrator shall use
11 the Class Data to determine Class members' Workweeks and PAGA
12 Workweeks. The Notice will also advise the Aggrieved Employees
13 that they will release the Released PAGA Claims and will receive their
14 share of the Aggrieved Employee Payment regardless of whether they
15 request to be excluded from the Settlement.

16 b) The Notice Packet's mailing envelope shall include the following
17 language: "IMPORTANT LEGAL DOCUMENT- YOU MAY BE
18 ENTITLED TO PARTICIPATE IN A CLASS ACTION
19 SETTLEMENT; A PROMPT REPLY TO CORRECT YOUR
20 ADDRESS IS REQUIRED AS EXPLAINED IN THE ENCLOSED
21 NOTICE."

22 3. Notice by First Class U.S. Mail. Upon receipt of the Class Data, the
23 Settlement Administrator will perform a search based on the National Change
24 of Address Database to update and correct any known or identifiable address
25 changes. No later than twenty-one (21) calendar days after preliminary
26 approval of the Settlement, the Settlement Administrator shall mail copies of
27 the Notice Packet to all Class Members via regular First-Class U.S. Mail and
28 electronic mail. The Settlement Administrator shall exercise its best judgment

1 to determine the current mailing address for each Class Member. The address
2 identified by the Settlement Administrator as the current mailing address shall
3 be presumed to be the best mailing address for each Class Member.

4 4. Undeliverable Notices. Any Notice Packets returned to the Settlement
5 Administrator as non-delivered on or before the Response Deadline shall be
6 re-mailed to any forwarding address provided. If no forwarding address is
7 provided, the Settlement Administrator shall promptly attempt to determine a
8 correct address by lawful use of skip-tracing, or other search using the name,
9 address and/or Social Security number of the Class Member involved, and
10 shall then perform a re-mailing, if another mailing address is identified by the
11 Settlement Administrator. Class Members who received a re-mailed Notice
12 Packet shall have their Response Deadline extended fifteen (15) days from the
13 original Response Deadline.

14 5. Disputes Regarding Individual Settlement Payments. Class Members will
15 have the opportunity, should they disagree with Defendant's records regarding
16 the start and end dates of employment to provide documentation and/or an
17 explanation to show contrary dates. If there is a dispute, the Settlement
18 Administrator will consult with the Parties to determine whether an
19 adjustment is warranted. The Settlement Administrator shall determine the
20 eligibility for, and the amounts of, any Individual Settlement Payments under
21 the terms of this Agreement. The Settlement Administrator's determination
22 of the eligibility for and amount of any Individual Settlement Payment shall
23 be binding upon the Class Member and the Parties.

24 6. Disputes Regarding Administration of Settlement. Any disputes not resolved
25 by the Settlement Administrator concerning the administration of the
26 Settlement will be resolved by the Court under the laws of the State of
27 California. Before any such involvement of the Court, counsel for the Parties
28

1 will confer in good faith to resolve the disputes without the necessity of
2 involving the Court.

- 3 7. Exclusions. The Notice of Class Action Settlement contained in the Notice
4 Packet shall state that Class Members who wish to exclude themselves from
5 the Settlement must submit a written request for exclusion to the Settlement
6 Administrator by the Response Deadline. The written request for exclusion
7 must state that the Class Member wishes to exclude himself or herself from
8 the Settlement and (1) must contain the name, address, and the last four digits
9 of the Social Security number of the person requesting exclusion; (2) must be
10 signed by the Class Member; (3) must be postmarked or fax stamped by the
11 Response Deadline and returned to the Settlement Administrator at the
12 specified address or fax telephone number; and (4) contain a typewritten or
13 handwritten notice stating in substance that he or she wishes to be excluded
14 from the settlement of the class action lawsuit entitled *Snow v. Lee's*
15 *Sandwiches, et al*, currently pending in Superior Court of Santa Clara, Case
16 No. 23CV410621. The request for exclusion will not be valid if it is not timely
17 submitted, if it is not signed by the Class Member, or if it does not contain the
18 name and address and last four digits of the Social Security number of the
19 Class Member. The date of the postmark on the mailing envelope or fax stamp
20 on the request for exclusion shall be the exclusive means used to determine
21 whether the request for exclusion was timely submitted. Any Class Member
22 who submits a timely request for exclusion shall be excluded from the
23 Settlement Class will not be entitled to an Individual Settlement Payment and
24 will not be otherwise bound by the terms of the Settlement or have any right
25 to object, appeal or comment thereon. However, any Class Member that
26 submits a timely request for exclusion that is also a member of the Aggrieved
27 Employees will still receive his/her pro rata share of the PAGA Settlement, as
28 specified below, and in consideration, will be bound by the Release by the

1 Aggrieved Employees as set forth herein. Settlement Class Members who fail
2 to submit a valid and timely request for exclusion on or before the Response
3 Deadline shall be bound by all terms of the Settlement and any final judgment
4 entered in this Action if the Settlement is approved by the Court. No later than
5 twenty-one (21) calendar days after the Response Deadline, the Settlement
6 Administrator shall provide counsel for the Parties with a final list of the Class
7 Members who have timely submitted timely requests for exclusion. At no time
8 shall any of the Parties or their counsel seek to solicit or otherwise encourage
9 members of the Class to submit requests for exclusion from the Settlement.

- 10 8. Objections. The Notice of Class Action Settlement contained in the Notice
11 Packet shall state that Class Members who wish to object to the Settlement
12 may submit to the Settlement Administrator a written statement of objection
13 (“Notice of Objection”) by the Response Deadline. The postmark date of
14 mailing shall be deemed the exclusive means for determining that a Notice of
15 Objection was served timely. The Notice of Objection, if in writing, must be
16 signed by the Settlement Class Member and state: (1) the case name and
17 number; (2) the name of the Settlement Class Member; (3) the address of the
18 Settlement Class Member; (4) the last four digits of the Settlement Class
19 Member’s Social Security number; (5) the basis for the objection; and (6) if
20 the Settlement Class Member intends to appear at the Final
21 Approval/Settlement Fairness Hearing. Class Members who fail to make
22 objections in writing in the manner specified above may still make their
23 objections orally at the Final Approval/Settlement Fairness Hearing with the
24 Court’s permission. Settlement Class Members will have a right to appear at
25 the Final Approval/Settlement Fairness hearing to have their objections heard
26 by the Court regardless of whether they submitted a written objection. At no
27 time shall any of the parties or their counsel seek to solicit or otherwise
28 encourage Class Members to file or serve written objections to the Settlement

1 or appeal from the Order and Final Judgment. Class Members who submit a
2 written request for exclusion may not object to the Settlement. Class Members
3 may not object to the PAGA Penalties.

4 L. Funding and Allocation of the Gross Settlement Amount. Defendant is required to pay
5 the Gross Settlement Amount plus any employer's share of payroll taxes as mandated
6 by law within the time specified hereinabove on the Funding Date.

7 1. Calculation of Individual Settlement Payments. Individual Settlement
8 Payments shall be paid from the Net Settlement Amount and shall be paid
9 pursuant to the formula set forth herein. Using the Class Data, the Settlement
10 Administrator shall add up the total number of Workweeks for all Class
11 Members. The respective Workweeks for each Class Member will be divided
12 by the total Workweeks for all Class Members, resulting in the Payment Ratio
13 for each Class Member. Each Class Member's Payment Ratio will then be
14 multiplied by the Net Settlement Amount to calculate each Class Member's
15 estimated Individual Settlement Payments. Each Individual Settlement
16 Payment will be reduced by any legally mandated employee tax withholdings
17 (e.g., employee payroll taxes, etc.). Individual Settlement Payments for Class
18 Members who submit valid and timely requests for exclusion will be
19 redistributed to Settlement Class Members who do not submit valid and timely
20 requests for exclusion on a pro rata basis based on their respective Payment
21 Ratios.

22 2. Calculation of Individual Payments to the Aggrieved Employees. Using the
23 Class Data, the Settlement Administrator shall add up the total number of
24 PAGA Pay Periods for all Aggrieved Employees during the PAGA Period.
25 The respective PAGA Pay Periods for each Aggrieved Employees will be
26 divided by the total PAGA Pay Periods for all Aggrieved Employees, resulting
27 in the "PAGA Payment Ratio" for each Aggrieved Employee. Each
28 Aggrieved Employee's PAGA Payment Ratio will then be multiplied by the

Aggrieved Employee Payment to calculate each Aggrieved Employee's estimated share of the Aggrieved Employee Payment.

3. Allocation of Individual Settlement Payments. For tax purposes, Individual Settlement Payments shall be allocated and treated as 25% wages ("Wage Portion") and 75% penalties and pre-judgment interest ("Penalties and Interest Portion"). The Wage Portion of the Individual Settlement Payments shall be reported on IRS Form W-2 and the Penalties and Interest Portion and Interest Portion of the Individual Settlement Payments shall be reported on IRS Form 1099, both of which shall be issued by the Settlement Administrator.

4. Allocation of Aggrieved Employee Payments. For tax purposes, Aggrieved Employee Settlement Payments shall be allocated and treated as 100% penalties and shall be reported on IRS Form 1099 by the Settlement Administrator.

5. No Credit Toward Benefit Plans. The Individual Settlement Payments and individual shares of the PAGA Penalties made to Settlement Class Members and/or Aggrieved Employees under this Settlement Agreement, as well as any other payments made pursuant to this Settlement Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

6. All monies received by Settlement Class Members under the Settlement which are attributable to wages shall constitute income to such Settlement Class Members solely in the year in which such monies actually are received by the Settlement Class Members. It is the intent of the Parties that Individual

1 Settlement Payments and individual shares of the PAGA Penalties provided for
2 in this Settlement agreement are the sole payments to be made by Defendant to
3 Settlement Class Members and/or Aggrieved Employees in connection with this
4 Settlement Agreement, with the exception of Plaintiff, and that the Settlement
5 Class Members and/or Aggrieved Employees are not entitled to any new or
6 additional compensation or benefits as a result of having received the Individual
7 Settlement Payments and/or their shares of the Aggrieved Employee Payment.

8 7. Mailing. Individual Settlement Payments and Aggrieved Employee Payments
9 shall be mailed by regular First-Class U.S. Mail to Settlement Class Members'
10 and/or Aggrieved Employees' last known mailing address no later than fifteen
11 (15) calendar days after the Funding Date.

12 8. Expiration. Any checks issued to Settlement Class Members and Aggrieved
13 Employees shall remain valid and negotiable for one hundred and eighty (180)
14 days from the date of their issuance. If a Settlement Class Member and/or
15 Aggrieved Employees does not cash his or her settlement check within 90
16 days, the Settlement Administrator will send a letter to such persons, advising
17 that the check will expire after the 180th day, and invite that Settlement Class
18 Member and/or Aggrieved Employees to request reissuance in the event the
19 check was destroyed, lost or misplaced. In the event an Individual Settlement
20 Payment and/or Aggrieved Employees' individual share of the PAGA
21 Penalties check has not been cashed within one hundred and eighty (180) days,
22 all funds represented by such uncashed checks, plus any interest accrued
23 thereon, shall be paid to the State Controller's Unclaimed Property Fund.

24 9. Enhancement Award. In addition to the Individual Settlement Payment as a
25 Settlement Class Member and his individual share of the Aggrieved Employee
26 Payment, Plaintiff will apply to the Court for an award of not more than
27 \$10,000.00, as the Enhancement Award. Defendant will not oppose a
28 Enhancement Award of not more than \$10,000.00 for Plaintiff. The

1 Settlement Administrator shall pay the Enhancement Award, either in the
2 amount stated herein if approved by the Court or some other amount as
3 approved by the Court, to Plaintiff from the Gross Settlement Amount no later
4 than fifteen (15) calendar days after the Funding Date. Any portion of the
5 requested Enhancement Award that is not awarded to the Class Representative
6 shall be part of the Net Settlement Amount and shall be distributed to
7 Settlement Class Members as provided in this Agreement. The Settlement
8 Administrator shall issue an IRS Form 1099 — MISC to Plaintiff for his
9 Enhancement Award. Plaintiff shall be solely and legally responsible to pay
10 any and all applicable taxes on his Enhancement Award and shall hold
11 harmless the Released Parties from any claim or liability for taxes, penalties,
12 or interest arising as a result of the Enhancement Award. Approval of this
13 Settlement shall not be conditioned on Court approval of the requested amount
14 of the Enhancement Award. If the Court reduces or does not approve the
15 requested Enhancement Award, Plaintiff shall not have the right to revoke the
16 Settlement, and it will remain binding.

- 17 10. Attorneys' Fees and Attorneys' Expenses. Defendant understands Class
18 Counsel will file a motion for Attorneys' Fees not to exceed one-third of the
19 Gross Settlement Amount currently estimated to be \$27,333.33 **and**
20 Attorneys' Expenses supported by declaration not to exceed Fifteen Thousand
21 Dollars (\$15,000.00). Any awarded Attorneys' Fees and Attorneys' Expenses
22 shall be paid from the Gross Settlement Amount. Any portion of the requested
23 Attorneys' Fees and/or Attorneys' Expenses that are not awarded to Class
24 Counsel shall be part of the Net Settlement Amount and shall be distributed
25 to Settlement Class Members as provided in this Agreement. The Settlement
26 Administrator shall allocate and pay the Attorneys' Fees to Class Counsel
27 from the Gross Settlement Amount no later than fifteen (15) calendar days
28 after the Funding Date. Class Counsel shall be solely and legally responsible

1 to pay all applicable taxes on the payment made pursuant to this paragraph.
2 The Settlement Administrator shall issue an IRS Form 1099 — MISC to Class
3 Counsel for the payments made pursuant to this paragraph. In the event that
4 the Court reduces or does not approve the requested Attorneys' Fees, Plaintiff
5 and Class Counsel shall not have the right to revoke the Settlement, or to
6 appeal such order, and the Settlement will remain binding.

7 11. PAGA Penalties. Five Thousand Dollars (\$5,000.00) shall be allocated from
8 the Gross Settlement Amount for settlement of claims for civil penalties under
9 the Private Attorneys General Act of 2004 ("PAGA Penalties"). The
10 Settlement Administrator shall pay seventy-five percent (75%) of the PAGA
11 Penalties (\$3,750.00) to the California Labor and Workforce Development
12 Agency no later than thirty (30) business days after the Effective Date
13 (hereinafter "LWDA Payment"). Twenty-five percent (25%) of the PAGA
14 Penalties (\$1,250.00) will be distributed to the Aggrieved Employees as
15 described in this Agreement (hereinafter "Aggrieved Employee Payment").
16 For purposes of distributing the PAGA Penalties to the Aggrieved Employees,
17 each Aggrieved Employee shall receive their pro-rata share of the Aggrieved
18 Employee Payment using the PAGA Payment Ratio as defined above.

19 12. Administration Costs. The Settlement Administrator shall be paid for the
20 costs of administration of the Settlement from the Gross Settlement Amount.
21 The estimate of the Administration Costs is \$7,500.00. The Settlement
22 Administrator shall be paid the Administration Costs no later than fifteen (15)
23 calendar days after the Effective Date.

24 M. Final Approval Motion. Class Counsel and Plaintiff shall use best efforts to file with
25 the Court a Motion for Order Granting Final Approval and Entering Judgment, within
26 twenty-eight (28) days following the expiration of the Response Deadline, which
27 motion shall request final approval of the Settlement and a determination of the
28 amounts payable for the Enhancement Award, the Attorneys' Fees and Attorneys'

Expenses, the PAGA Penalties, and the Administration Costs. Plaintiff will provide Defendant with a draft of the Motion at least 7 calendar days prior to the filing of the Motion to give Defendant an opportunity to propose changes or additions to the Motion.

1. Declaration by Settlement Administrator. No later than seven (7) days after the Response Deadline, the Settlement Administrator shall submit a declaration in support of Plaintiff's motion for final approval of this Settlement detailing the number of Notice Packets mailed and re-mailed to Class Members, the number of undeliverable Notice Packets, the number of timely requests for exclusion, the number of objections received, the amount of the average Individual Settlement Payment and highest Individual Settlement Payment, the Administration Costs, and any other information as the Parties mutually agree or the Court orders the settlement Administrator to provide.

2. Final Approval Order and Judgment. Class Counsel shall present an Order Granting Final Approval of Class Action Settlement to the Court for its approval, and Judgment thereon, at the time Class Counsel files the Motion for Final Approval.

N. Review of Motions for Preliminary and Final Approval. Class Counsel will provide an opportunity for Counsel for Defendant to review the Motions for Preliminary and Final Approval, including the Order Granting Final Approval of Class Action Settlement, and Judgment before filing with the Court. The Parties and their counsel will cooperate with each other and use their best efforts to effect the Court's approval of the Motions for Preliminary and Final Approval of the Settlement, and entry of Judgment.

O. Notice to LWDA of Settlement. Class Counsel will comply with Cal. Lab. Code § 2699(l) and notify the LWDA of the Settlement, including but not limited to, all Court

orders and judgments related to the Settlement, within the required statutory and/or Court-prescribed deadlines.

P. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts to implement the Settlement.

Q. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action, except such proceedings necessary to implement and complete the Settlement, pending the Final Approval/Settlement Fairness Hearing to be conducted by the Court

R. Amendment or Modification. This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest.

S. Entire Agreement. This Agreement and any attached Exhibit, plus the separate Settlement Agreement and Release between Plaintiff and Defendant, to be executed concurrently herewith, constitute the entire Agreement among these Parties, and no oral or written representations, warranties or inducements have been made to any Party concerning this Agreement or its Exhibit other than the representations, warranties and covenants contained and memorialized in this Agreement and its Exhibit.

T. Remaining Disputes. Any dispute between the Parties as to the remaining terms of the Agreement shall be presented to the mediator, Hon. Brian C. Walsh (Ret.) for binding resolution.

U. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate Action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The persons signing this Agreement on behalf of Defendant represents and warrants that he/she is authorized to sign this Agreement on behalf of Defendant. Plaintiff represents and warrants that he is authorized to sign this Agreement and that he has not assigned any claim, or part of a claim, covered by this Settlement to a third-party.

V. No Public Comment: The parties and their counsel agree not to issue any press

1 releases, initiate any contact with the press, respond to any press inquiry or make any
2 public communication about the fact, amount or terms of the settlement, except
3 however that this does not prohibit disclosures required by law and/or within Plaintiff
4 and Plaintiff's counsel and expert, Defendant and Defendant's counsel and expert, and
5 those within Defendant's organization or financial advisors/accountants with a need to
6 know in order to approve or execute the terms of this Settlement Agreement.

7 W. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure
8 to the benefit of, the successors or assigns of the Parties, as previously defined.

9 X. California Law Governs. All terms of this Agreement and the Exhibit and any disputes
10 shall be governed by and interpreted according to the laws of the State of California.

11 Y. Counterparts. This Agreement may be executed in one or more counterparts by
12 facsimile, electronic signature, or email which for purposes of this Agreement shall be
13 accepted as an original. All executed counterparts and each of them shall be deemed
14 to be one and the same instrument. Any executed counterpart will be admissible in
15 evidence to prove the existence and contents of this Agreement.

16 Z. Court Filings. The Parties agree not to object to any Court filings consistent with this
17 Agreement.

18 AA. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this Settlement
19 is a fair, adequate and reasonable settlement of this Action and have arrived at this
20 Settlement after extensive arms-length negotiations, taking into account all relevant
21 factors, present and potential.

22 BB. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction over
23 this Action under California Code of Civil Procedure Section 664.6 to ensure the
24 continuing implementation of the provisions of this Settlement Agreement and that the
25 time within which to bring this Action to trial under California Code of Civil Procedure
26 Section 583.310 shall be extended from the date of this Agreement by all parties until
27 the entry of the Final Approval Order and judgment or if not entered, the date this
28 Agreement shall no longer be of any force or effect.

1 CC. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
2 the Court shall first attempt to construe the provisions valid to the fullest extent
3 possible consistent with applicable precedents so as to define all provisions of this
4 Agreement valid and enforceable.

5 DD. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class
6 certification for purposes of this settlement only.

7 EE. No Admissions by the Parties. Plaintiff has claimed and continues to claim that the
8 Released Claims have merit and give rise to liability on the part of Defendant.
9 Defendant claims that the Released Claims have no merit and do not give rise to
10 liability. This Agreement is a compromise of disputed claims. Nothing contained in
11 this Agreement and no documents referred to and no action taken to carry out this
12 Agreement may be construed or used as an admission by or against the Defendant or
13 Plaintiff or Class Counsel as to the merits or lack thereof of the claims asserted. Other
14 than as may be specifically set forth herein, each Party shall be responsible for and
15 shall bear its/his own attorney's fees and costs.

16 //

17 //

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19 IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

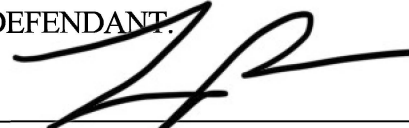
20 DATED: 03/29/2024

21  Waladin Snow (Mar 29, 2024 09:24 PDT)

22 Waladin Snow

23
24 IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

25 DATED: 5/3/24

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CBET Corporation

27 Thang Le

28 Printed Name

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President

Title

IT IS SO AGREED AS TO FORM BY COUNSEL:

DATED: March 29, 2024

JCL LAW FIRM, A.P.C.

By: 

Attorneys for Plaintiff and the Settlement Class Members

DATED: March 29, 2024

ZAKAY LAW GROUP, APLC

By: 

Attorneys for Plaintiff and the Settlement Class Members

DATED: May 3 2024

MESSNER REEVES LLP

By: 

Ann A. P. Nguyen
Lindsey V. Pho

Attorneys for Defendant

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EXHIBIT A

**NOTICE OF PENDENCY OF CLASS ACTION SETTLEMENT
AND FINAL HEARING DATE**

(Waladin Snow v. Lee's Sandwiches International, Inc., et al., Santa Clara County Superior Court Case No. 23CV410621)

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE
READ THIS NOTICE CAREFULLY.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Settlement Share is: \$<<[REDACTED]>>. See the explanation below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below. In exchange for the settlement payment, you will release claims against the Defendants as detailed below.
Exclude Yourself	If you wish to exclude yourself from the Settlement, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the Settlement. Instructions are set forth below.
Object	You may write to the Court about why you believe the settlement should not be approved. Directions are provided below.

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of this lawsuit pending in the Superior Court for the State of California, County of Santa Clara (the “Court”) has been reached between Plaintiff Waladin Snow (Plaintiff”) and Defendant CBET Corporation (“Defendant”). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

You have received this Class Notice because you have been identified as a member of the Class.

The Class is defined as:

All non-exempt employees who are or previously were employed by Defendant and performed work in California during the Class Period.

The “Class Period” is the period of time running from January 31, 2019 to October 20, 2023.

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

On January 31, 2023, Plaintiff Waladin Snow filed a Complaint in the Superior Court of the State of California, County of Santa Clara, asserting causes of action for: (1) Unfair Competition (Bus. & Prof. Code §§ 17200 et seq.); (2) Failure to Pay Minimum Wages (Labor Code §§ 1194, 1197 and 1197.1); (3) Failure to Pay Overtime Wages (Labor Code §§ 510 et seq.); (4) Failure to Provide Required Meal Periods (Labor Code §§ 226.7, 512 and the applicable Wage Order); (5) Failure to Provide Required Rest Periods (Labor Code §§ 226.7, 516 and the applicable wage order); (6) Failure to Provide Wages When Due (Labor Code §§ 201, 202, 203); (7) Failure to Provide Accurate Itemized Statements (Labor Code § 226 and 226.2 et seq.); and (8) Failure to Reimburse Employees for Required Expenses (Labor Code § 2802) (“Original Complaint”).

On April 10, 2023, Plaintiff filed a First Amended Complaint in the Superior Court of California, County of Santa Clara, adding a ninth cause of action under the Private Attorneys General Act (Labor Code Sections 2698 *et seq.*) (“Operative Complaint”). Plaintiff and Defendant subsequently agreed to mediate the case.

Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, disputes any wages, damages and penalties claimed by the Class Representative are owed, and further contends that, for any purpose other than settlement, the Action is not appropriate for class or representative action treatment. Defendant contends, among other things, that at all times it complied with the California Labor Code and the Industrial Welfare Commission Wage Orders.

On October 20, 2023, the Parties participated in an all-day mediation with Hon. Brian C. Walsh (Ret.), a jurist and mediator of wage and hour class actions. The mediation concluded with a Settlement. The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms of JCL Law Firm, APC and Zakay Law Group, APLC to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendants have agreed to pay an “all in” amount of Eighty-Two Thousand Dollars and Zero Cents (\$82,000) (the “Gross Settlement Amount”) to fund the settlement. The Gross Settlement Amount includes the payment of all Individual Settlement Payments, Attorneys’ Fees, Attorneys’ Expenses, Administration Costs, the LWDA Payment, Aggrieved Employee Payment, and the Enhancement Award to the Plaintiff.

After the Judgment becomes Final, Defendants will pay the Gross Settlement Amount by depositing the money with the Settlement Administrator. “Final” means the date the Judgment is no longer subject to appeal, or if an appeal is filed, the date the appeal process is completed and the Judgment is affirmed.

Amounts to be Paid from the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before settlement payments are made to Class Members, as follows:

- Administration Costs. Payment to the Settlement Administrator, estimated not to exceed \$7,500 for expenses, including expenses of sending this Notice, processing opt outs, and distributing settlement payments.
- Attorneys’ Fees and Costs. Payment to Class Counsel of an award of an Attorneys’ Fees of no more than 1/3 of the Gross Settlement Amount (currently \$27,333.33) and Attorneys’ Expenses of not more than

\$15,000 for all expenses incurred as documented in Class Counsel's billing records, both subject to Court approval. Class Counsel have been prosecuting the Actions on behalf of Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.

- Enhancement Award. Enhancement Award of up to Ten Thousand Dollars (\$10,000) to Plaintiff Waladin Snow, or such lesser amount as may be approved by the Court, to compensate them for services on behalf of the Class in initiating and prosecuting the Action, and for the risks he undertook.
- PAGA Penalties. A payment of \$5,000.00 relating to Plaintiff's claim under the Private Attorneys General Act ("PAGA"), \$3,750.00 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA") and the remaining \$1,250.00 will be distributed to PAGA Employees as part of the Net PAGA Amount.
- Calculation of Payments to Participating Class Members. After all the above payments of the court-approved Attorneys' Fees, Attorneys' Expenses, the Enhancement Award, the LWDA Payment, and the Administration Costs are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed to class members who do **not** request exclusion ("Participating Class Members"). Participating Class Members will be paid based on the number of workweeks worked during the Class Period. A "workweek" means the number of weeks of employment during the Class Period that each Class Member was employed by Defendant in California.
- Calculation of PAGA Penalties Payments to Aggrieved Employees. The Net PAGA Amount shall be distributed to PAGA Employees irrespective of whether they exclude themselves or opt-out. The Net PAGA Amount will be divided by the total number of pay periods worked by all PAGA Employees during the PAGA Period, and then taking that number and multiplying it by the number of pay periods worked by each respective PAGA Employee during the PAGA Period. "Aggrieved Employees" all non-exempt employees who are or previously were employed by Defendant and performed work in California during the PAGA Period. The PAGA Period means the period between January 31, 2022 to October 20, 2023.

If the Settlement is approved by the Court, you will automatically be mailed a check for your Settlement Share to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to insure you receive your payment.

Tax Matters. Twenty-five percent (25%) of each Settlement Share is allocated to wages. Taxes are withheld from this amount, and each Participating Class Member will be issued an Internal Revenue Service Form W-2 for such payment. Seventy-five percent (75%) of each Settlement Share is allocated to interest, penalties and other non-wage payments, and no taxes will be withheld, and each Participating Class Member will be issued an Internal Revenue Service Form 1099 for such payment. In addition, no taxes will be withheld from the PAGA Penalties paid to PAGA Employees, and each PAGA Employee will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defendants' counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

No Credit Toward Benefit Plans. The Individual Settlement Payments and individual shares of the PAGA Settlement made to Settlement Class Members and/or Aggrieved Employees under this Settlement Agreement, as well as any other payments made pursuant to this Settlement Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO

plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

4. What Do I Release Under the Settlement?

Released Claims. Upon entry of final judgment and funding in full of the Gross Settlement Amount by Defendants, Plaintiff and the Participating Class Members shall release all Released Class Claims that occurred during the Class Period as to the Released Parties. Released Class Claims means all class claims alleged in the operative Complaint, which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period.

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants about the legal issues resolved by this Settlement. It also means that all of the Court's orders in this Action will apply to you and legally bind you.

The Released PAGA Claims shall be released as follows. As of the Settlement Effective Date and upon funding in full of the Gross Settlement Amount by Defendants, all Aggrieved Employees shall release all Released PAGA Claims, irrespective of whether they opted-out of the class settlement, and will be bound by this PAGA Release (the "PAGA Release"). "Released PAGA Claims" means all PAGA claims alleged in the operative Complaint and Plaintiff's PAGA notices to the LWDA which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation and PAGA claims outside the PAGA Period.

5. How much will my payment be?

Defendant's records reflect that you have << >> Workweeks worked during the Class Period (January 31, 2019 to October 20, 2023).

Based on this information, your estimated Individual Settlement Payment Share is << >>.

Defendant's records reflect that you have << >> pay periods worked during the PAGA Period (January 31, 2022 to October 20, 2023).

Based on this information, your estimated Aggrieved Employee Payment Share is << >>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Notice no later than [] [forty-five (45) days after the Notice or fifteen (15) days after the re-mailed Notice].

6. How can I get a payment?

To get money from the settlement, you do not have to do anything. A check for your settlement payment will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: Apex Class Action.

The Court will hold a hearing on [REDACTED] to decide whether to finally approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within a few months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient. After entry of the Judgment, the Settlement Administrator will provide notice of the final judgment to the Class Members by posting a copy of the Judgment on the administrator's website at <https://www.apexclassaction.com/>.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will receive NO money from the Settlement, and you will not be bound by its terms, except as provided as follows.** Irrespective of whether you exclude yourself from the Settlement or "opt out," you will be bound by the PAGA Release, you will be deemed to have released the Released PAGA Claims, and you will receive a share of the Net PAGA Amount.

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than [REDACTED]. The address for the Settlement Administrator is Apex Class Action, 18 Technology Drive, Suite 164, Irvine, CA 92618. The request for exclusion must state in substance that the Class Member has read the Class Notice and that he or she wishes to be excluded from the settlement of the class action lawsuit entitled *Waladin Snow v. Lee's Sandwiches, et al.*, currently pending in Superior Court of Santa Clara, Case No. 23CV410621. The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

Written requests for exclusion that are postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I tell the Court that I would like to challenge the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class Member's name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is *Waladin Snow v. Lee's Sandwiches, et al., currently pending in Superior Court of Santa Clara, Case No. 23CV410621*. You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below.

To object to the Settlement, you cannot opt out. If the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

Written objections must be delivered or mailed to the Settlement Administrator no later than [REDACTED]. The address for the Settlement Administrator is 18 Technology Drive, Suite 164, Irvine, CA 92618.

The addresses for the Parties' counsel are as follows:

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Class Counsel:

Jean-Claude Lapuyade, Esq.

JCL Law Firm, APC

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San Diego, CA 92121

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E-Mail: anguyen@messner.comlpho@messner.com**9. When and where will the Court decide whether to approve the Settlement?**

The Court will hold a Final Approval Hearing at **00:00 AM/PM on _____**, at the Santa Clara County Superior Court, Department 19, located at 191 North First St., San Jose, CA 95113, before Judge Theodore C. Zayner. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

10. How do I get more information about the Settlement?

You may call the Settlement Administrator at 1-800-355-0700 or write to *Waladin Snow v. Lee's Sandwiches International, Inc., et al., currently pending in Superior Court of Santa Clara, Case No. 23CV410621*, Settlement Administrator, c/o _____.

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by writing to JCL Law firm, APC, 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121 or by visiting the website listed in this notice. The pleadings and other records in this litigation, including the Settlement Agreement, may also be examined (a) online on the Superior Court of California, County of Santa Clara's Website at www.sccourt.org, or (b) in person at Records, Superior Court of California, County of Santa Clara, 191 N. First Street, San Jose, California 95113, between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays and closures, or you may contact Class Counsel or the Settlement Administrator.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall pay all funds from such uncashed checks to the State Controller's Unclaimed Property Fund. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.