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Attorneys for PLAINTIFF SARINA YUAN JONG LAI

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

SARINA YUAN JONG LAI, an individual, on
behalf of herself, and on behalf of all persons
similarly situated,

Plaintiff,

v.

SUNMERRY CALIFORNIA INC., a
California corporation; SUNMERRY
GARDENA LLC, a California limited liability
company; SUNMERRY MONTEREY PARK
LLC, a California limited liability company;
SUNMERRY SANTA ANITA LLC, a
California limited liability company; and
DOES 1 through 50, Inclusive,

Defendants.

Case No.: 22STCV12086

**DECLARATION OF SHANI O. ZAKAY
IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Hearing Date: January 17, 2024
Hearing Time: 10:30 a.m.

Judge: Hon. Stuart M. Rice
Department: 1

1 I, SHANI O. ZAKAY, declare as follows:

2 1. I am the managing partner of the law firm of Zakay Law Group, APC, lead counsel
3 of record for Plaintiff SARINA YUAN JONG LAI (“Plaintiff”) in this matter. As such, I am fully
4 familiar with the facts, pleadings and history of the matter. The following facts are within my own
5 personal knowledge, and if called as a witness, I could testify competently to the matters stated
6 herein.

7 2. This declaration is being submitted in support of the motion by Plaintiff for an order:
8 (1) preliminarily approving the proposed settlement of this putative class and Private Attorneys
9 General Act (“PAGA”) action with Defendant SUNMERRY CALIFORNIA INC., SUNMERRY
10 GARDENA LLC, SUNMERRY MONTEREY PARK LLC, and SUNMERRY SANTA ANITA
11 LLC (“Defendants”); (2) approving the form and method for providing class-wide notice; (3)
12 directing that notice of the proposed settlement be given to the class; and (4) scheduling a final
13 approval hearing date to consider Plaintiff’s motion for final approval of the settlement and entry
14 of the Judgment, and Plaintiff’s motion for approval of attorneys’ fees and litigation expenses.
15 Attached hereto as Exhibit #1 is a copy of the fully executed Class Action and PAGA Settlement
16 Agreement (“Agreement”) along with exhibits thereto. Attached hereto as Exhibit #2 is a copy of
17 the redlined Class Action and PAGA Settlement Agreement, reflecting the changes that were made
18 to the Los Angeles County Superior Court’s model Class Action and PAGA Settlement Agreement
19 and Class Notice. This Declaration incorporates by reference the definitions in the Agreement, and
20 all terms defined therein shall have the same meaning as set forth in the Agreement.

21 **Fairness of Settlement**

22 3. As consideration for this Settlement, The Gross Settlement Amount to be paid by
23 Defendants is Four Hundred Seventy-Five Thousand Dollars (\$475,000). The Gross Settlement
24 Amount consists of the following elements: (1) the Individual Class Payments to Participating Class
25 Members, (2) Individual PAGA Payments, (3) LWDA PAGA Payment, (4) Class Counsel Fees
26 Payment, (5) Class Counsel Litigation Expenses Payment, (6) Class Representative Service
27 Payment to Plaintiff, and (7) Administration Expenses Payment. (Agreement at § 1.23.) The Gross
28 Settlement Amount does not include Defendants’ share of employer payroll taxes, which

1 Defendants shall pay to the Administrator separately. The Gross Settlement Amount shall be all-in
2 with no reversion to Defendants. (Agreement at § 3.1.)

3 4. The relief provided in the Settlement will benefit all members of the Class who do
4 not opt out. The Settlement does not improperly grant preferential treatment to the Plaintiff or
5 segments of the Class in any way. Each Participating Class Member will be entitled to a cash
6 payment based on the plan of allocation described herein. Each Individual Class Payment will be
7 determined based upon the weeks worked by that employee during the prescribed Class Period.

8 5. On February 9, 2023, the Parties participated in an all-day mediation presided over
9 by the Honorable Peter D. Lichtman (Ret.), a respected jurist and mediator of wage and hour class
10 actions. Defendants argued that they have financial limitations that restrict their ability to pay a
11 class settlement, and the Parties agreed to use a forensic accountant's review of Defendants'
12 financial records to advise on Defendants' ability to fund a settlement. Plaintiff subsequently
13 retained Creal & Creal, an accountancy corporation that regularly performs litigation support and
14 forensic accounting services, including providing opinions related to solvency. Defendants sent
15 Kenneth Creal, CPA, of Creal & Creal a number of financial documents including tax returns from
16 recent years, balance sheets, and profit and loss summaries. Kenneth Creal also performed an
17 investigation into the assets owned by Defendants and their owners. Following his review, Kenneth
18 Creal advised Plaintiffs via a written opinion that in his professional opinion, a settlement in an
19 amount of up to \$500,000 would be fair and not destroy Defendants' business. Thereafter, Judge
20 Lichtman issued a mediator's proposal. The Parties accepted and reached a settlement based on
21 Judge Lichtman's mediator's proposal and executed a binding Memorandum of Understanding.
22 Thereafter, the Parties documented the agreement in the form of a Settlement Agreement, which
23 was signed by the Parties and is now presented to this Court for preliminary approval. Plaintiff and
24 Class Counsel believe that this Settlement is fair, reasonable, and adequate.

25 6. Defendants' total potential exposure for the alleged violations at the time this
26 Settlement was negotiated was calculated by Berger Consulting Group, Plaintiff's damage expert.
27 For the Class, Plaintiff estimates that Defendants potentially could be subject to maximum liability
28 for damages in the amount of \$1,725,392.60 consisting of \$24,753.60 for unpaid wages due to off-

1 the-clock work, \$765,282 for rest periods, \$765,282 for meal periods, and \$170,075 for
2 unreimbursed business expenses. In addition, Plaintiff's expert calculated \$721,960 in waiting time
3 penalties and \$555,150 for wage statement penalties.¹ Consequently, the Settlement of \$475,000
4 represents approximately 27.53% of the maximum estimated labor code *damages*, and 15.82% of
5 the maximum combination of labor code damages and penalties to the Class, assuming these
6 amounts could be proved at trial (excluding PAGA Penalties). Given the amount of the Settlement
7 compared to the potential value of claims in this case and taking into consideration the defenses and
8 contentions raised by Defendants, the Settlement is fair and reasonable. The goal of this litigation
9 – to provide compensation to Class Members for allegedly unpaid time and for allegedly missed
10 meal and rest breaks – has been met.

11 **Procedural History of the Litigation**

12 7. On April 8, 2022, Plaintiff filed a Notice of Violations with the LWDA and served
13 the same on Defendants and filed a class action complaint in this Court, asserting claims for: (1)
14 unfair competition; (2) failure to pay minimum wages; (3) failure to pay overtime wages; (4) failure
15 to provide required meal breaks; (5) failure to provide required rest breaks; (6) failure to provide
16 accurate itemized wage statements; (7) failure to provide wages when due; and (8) failure to
17 reimburse employees for required expenses. On June 30, 2022, Plaintiff filed the operative First
18 Amended Complaint to add a cause of action for violation of the Private Attorney General Act
19 ("PAGA") (the "Action").

20 8. Plaintiff seeks to represent a putative class of all current and former non-exempt
21 California employees who worked for Defendants at any time during the Class Period. (Agreement
22 at § 1.5.) The Class Period is the period from June 30, 2018 through April 17, 2023. (Agreement at
23
24
25

26 ¹ While Plaintiff alleged claims for statutory penalties, they recognize that this claim is subject to various defenses
27 asserted by Defendant. Plaintiff's claims pursuant to Labor Code Section 226 and various PAGA penalties are also
28 subject to a good faith defense as to whether any premium wages for meal or rest periods or other wages were owed
given Defendant's position that Plaintiff and the Class were properly compensated. (*See Reber v. AIMCO/Bethesda
Holdings, Inc.*, 2008 WL 4384147, at *9 (C.D. Cal. Aug. 25, 2008) (granting defendant's motion for summary judgment
on claim for failure to provide accurate itemized wage statements "because a good faith dispute exists... [therefore,
defendant] was not 'knowing and intentional' in failing to provide [Section 226] statements").)

§ 1.13.) The Complaint generally alleges the causes of action listed above. The Action seeks unpaid wages and premiums, statutory and PAGA penalties, attorneys' fees, and litigation costs.²

9. Prior to mediation, the Parties engaged in investigation and the exchange of documents and information in connection with the Action. As part of this process, Defendants provided a significant sample of time records and payroll records, as well as other documents and information, to Class Counsel to review and analyze. On February 9, 2023, the Parties participated in an all-day mediation presided over by the Honorable Peter D. Lichtman (Ret.), a respected jurist and mediator of wage and hour class actions. Defendants argued that they have financial limitations that restrict their ability to pay a class settlement, and the Parties agreed to use a forensic accountant's review of Defendants' financial records to advise on Defendants' ability to fund a settlement. Plaintiff subsequently retained Creal & Creal, an accountancy corporation that regularly performs litigation support and forensic accounting services, including providing opinions related to solvency. As discussed above, following Kenneth Creal's financial opinion, Judge Lichtman issued a mediator's proposal. The Parties accepted and reached a settlement based on Judge Lichtman's mediator's proposal and executed a binding Memorandum of Understanding. Thereafter, the Parties documented the agreement in the form of a Settlement Agreement, which was signed by the Parties and is now presented to this Court for preliminary approval.

10. Although a resolution has been reached, Defendants deny that they have violated any applicable law, committed any wrong against Plaintiff or any other current or former employee, or that they have otherwise damaged Plaintiff or any other current or former employee in any way. Further, Defendants contend that class certification would be inappropriate for any reason other than settlement. Plaintiff contends that Defendants violated California wage and hour laws. Plaintiff further contends that the Action is appropriate for class certification on the basis that the Plaintiff's claims meet the requirements for certification. Without admitting that class certification is proper, Defendants have stipulated that the above Class may be certified for settlement purposes only. The Parties agree that certification for settlement purposes is not an admission that certification would

² Plaintiff will provide a lodestar analysis for the fees and supporting evidence of the costs with the final approval papers.

1 be proper if the class certification issues were litigated. Further, the Agreement is not admissible in
2 this or any other proceeding as evidence that the Class could be certified absent a settlement. Solely
3 for purposes of settling the Action, the Parties stipulate and agree that the requirements for
4 establishing class certification with respect to the Class are satisfied.

5 11. Class Counsel has conducted a thorough investigation into the facts of the action and
6 diligently evaluated the Class Members' claims against Defendants. Prior to the mediation, counsel
7 for Defendants provided Class Counsel with access to the necessary data and information to
8 evaluate the claims by the Class. Class Counsel reviewed the production of documents and
9 conducted an extensive review of a significant sample of time records and data with the assistance
10 of an expert (Berger Consulting Group). Based on the foregoing and their own independent
11 investigation, evaluation and experience, Class Counsel believe that the Settlement is fair,
12 reasonable, and adequate and is in the best interest of the Class considering all known facts and
13 circumstances, including the risk of significant delay, defenses asserted by Defendants, and
14 potential appellate issues.

15 **Settlement Terms and Plan of Allocation**

16 12. The Gross Settlement Amount to be paid by Defendants is Four Hundred Seventy-
17 Five Thousand Dollars (\$475,000). The Gross Settlement Amount consists of the following
18 elements: (1) the Individual Class Payments to Participating Class Members, (2) Individual PAGA
19 Payments, (3) LWDA PAGA Payment, (4) Class Counsel Fees Payment, (5) Class Counsel
20 Litigation Expenses Payment, (6) Class Representative Service Payment to Plaintiff, and (7)
21 Administration Expenses Payment. (Agreement at § 1.23.) The Gross Settlement Amount does not
22 include Defendants' share of employer payroll taxes, which Defendants shall pay to the
23 Administrator separately. The Gross Settlement Amount shall be all-in with no reversion to
24 Defendants. (Agreement at § 3.1.)

25 13. After Final Approval and the Judgment becoming final (the "Effective Date"),
26 Defendants will fund the Gross Settlement Amount in one lump sum payment within fourteen (14)
27 calendar days (the "Funding Date"). (Agreement at § 4.3.) Within fourteen (14) calendar days after
28 the Funding Date, the Settlement Administrator will pay: all Individual Class Payments, all

1 Individual PAGA Payments, the LWDA Payment, the Administration Expenses Payment, Class
2 Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Class Representative
3 Service Payment, all as determined by the Court at the Final Approval Hearing. (Agreement at §
4 4.4.)

5 14. The Net Settlement Amount shall equal the amount available for Individual Class
6 Payments after deducting the Court-approved amounts for the Individual PAGA Payment, LWDA
7 PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class
8 Counsel Litigation Expenses, and the Administration Expenses Payment. (Agreement at § 1.29.)
9 The submission of a claim form is not required for a Participating Class Member to be paid an
10 Individual Class Payment, including the PAGA Penalties. (Agreement at § 3.1.) The Individual
11 Class Payment will be calculated by dividing the Net Settlement Amount by the total number of
12 workweeks worked by all Participating Class Members during the Class Period and then
13 multiplying that amount by the total number of workweeks worked by each Participating Class
14 Member during the Class Period. The entire Net Settlement Amount shall be distributed.
15 (Agreement at § 3.2.4.)

16 15. Class Members will have forty-five (45) calendar days after the mailing of the Class
17 Notice to exclude themselves or submit written objections. The deadlines will be extended an
18 additional fourteen (14) calendar days for Class Members whose notice is re-mailed. (Agreement
19 at § 1.46.) All Class Members who do not “opt out” will be deemed Participating Class Members
20 and will be bound by the Settlement. The Notice will advise the Class Members of their right to
21 object to the Settlement. (Agreement at § 1.38.)

22 16. Prior to mailing the Class Notice to the Class, the Settlement Administrator will
23 perform a search on the National Change of Address Database to update the Class Members’
24 addresses. The Settlement Administrator will perform a skip-trace search and re-mail all Class
25 Notices that are returned on or before the Response Deadline. (Agreement at § 1.11.) If an
26 Individual Class Payment or Individual PAGA Payment check is not cashed within 180 days after
27 the Settlement Administrator’s last mailing to the Participating Class Member, the funds from such
28 uncashed check will be transmitted to the California Controller’s Unclaimed Property Fund in the

1 name of the Class member thereby leaving no “unpaid residue” subject to the requirements of
2 California Code of Civil Procedure Section 384, subd. (b). (Agreement at § 4.4.3.)

3 17. The Parties have agreed to use Apex Class Action, LLC as the Settlement
4 Administrator. (Agreement at § 1.2.) Payment of the expenses of the Settlement Administrator from
5 the Gross Settlement Amount shall be made for the expenses of effectuating and administering the
6 Settlement. The Settlement Administrator shall receive payment for services at an amount not to
7 exceed \$11,700. (Agreement at § 3.2.3.)

8 18. Subject to Court approval, the Agreement provides for Class Counsel to be awarded
9 (a) a Class Counsel Fees Payment of not more than one-third of the Gross Settlement Amount,
10 which is currently estimated to be \$158,333.33, and (b) a Class Counsel Expenses Payment of up
11 to \$25,000. (Agreement at § 3.2.2.) In support of this request, Class Counsel will provide
12 evidentiary support, including lodestar method calculations. Subject to Court approval, the
13 Agreement provides for payment of a Class Representative Service Payment to Plaintiff of no more
14 than \$10,000.³ (Agreement at § 3.2.1.) Defendants will not oppose a motion for approval of
15 attorneys’ fees, costs and a Class Representative Service Payment consistent with the Agreement.
16 (Agreement at §§ 3.2.1, 3.2.2.)

17 19. Subject to Court approval, \$25,000 will be paid for settlement of civil penalties under
18 PAGA, Labor Code Section 2698 *et seq.* (Agreement at § 3.2.5.) Pursuant to the requirements of
19 Labor Code §2699(i), the PAGA Penalties shall be allocated \$18,750.00 (75%) to the LWDA (the
20 “LWDA Payment”) as the LWDA’s share of the settlement of civil penalties and \$6,250.00 (25%)
21 will be paid to the Aggrieved Employees. (Agreement at § 3.2.5.)

22 **Risks of Continued Litigation and Standards for Approval**

23 20. This Settlement is the result of extensive and hard-fought litigation and negotiations
24 before an experienced mediator. Defendants denied and continue to deny any wrongdoing or legal
25 liability arising out of the conduct alleged in the Action. Plaintiff and Class Counsel have
26

27
28 ³ Plaintiff will address the reasonableness of this award when filing her final approval papers, including the
enhancement factors set forth in *Golba v. Dick’s Sporting Goods, Inc.*, 238 Cal. App. 4th 1251 (2015) and *Clark v. Am.*
Residential Servs. LLC, 175 Cal. App. 4th 785 (2009).

1 determined that it is beneficial to the Class Members to put to rest the Released Class Claims.⁴
2 Plaintiff and Class Counsel recognize the expense involved in continuing to litigate and ultimately
3 trying the Action against Defendants through possible appeals, which could take several years.
4 Class Counsel have also considered the uncertain outcome and risk of litigation, especially in
5 complex actions such as the one here. Class Counsel are also mindful of, and recognize, the inherent
6 problems of proof under, and asserted defenses to, the claims asserted in the Action. Based upon
7 their evaluation, Plaintiff and Class Counsel have determined that the Settlement is in the best
8 interest of the Class Members.

9 21. Here, several defenses asserted by Defendants presented serious threats to the claims
10 of the Plaintiff and the other Class Members. For instance, Defendants asserted that the employment
11 practices complied with all applicable Labor Laws. Specifically, Defendants argued that the
12 Supreme Court decision in *Brinker v. Superior Court*, 53 Cal. 4th 1004 (2012) weakened, if not
13 eliminated, Plaintiff's claims on liability, value, and class certifiability as to the meal and rest period
14 claims. Before and during the mediation, Defendants argued that they adopted and strictly enforced
15 lawful policies and afforded Plaintiff and the Class Members compliant meal and rest breaks, and
16 that employees like the Plaintiff *chose* not to take compliant breaks. Defendants argued, therefore,
17 that under the *Brinker* decision they have no liability for the missed breaks whatsoever. Defendants
18 additionally contend that the underlying merits of Plaintiffs' wage and hour claims are deficient
19 because, among other reasons, there is insufficient evidence to prove that: (1) any of the underlying
20 violations actually occurred, (2) any of the putative class members were entitled to expense
21 reimbursement, (3) Defendants' wage statements fully complied with the law, and (4) Defendants
22 compensated all putative class members for all the time they spent performing work for, or were
23 under the control of, Defendants.

24 22. There was also a significant risk that, if the Action was not settled, Plaintiff would
25 be unable to obtain class certification and thereby not recover on behalf of any employee other than
26 herself. Defendants argued that the individual experience of each employee varied with respect to
27 the alleged claims. While other cases have approved class certification of wage and hour claims,

28 ⁴ Released Class Claims is defined in the Settlement Agreement at § 5.2 and is limited to claims asserted in the Action.

1 class certification in this action would have been hotly disputed and was not a foregone conclusion,
2 because, among other reasons, Defendants contend that: (1) Plaintiff will not be able to identify
3 sufficiently pervasive patterns and practices to justify class claims, (2) Defendants policies and
4 procedures as set forth in their employee materials complied with all California laws, and (3)
5 Plaintiff herself did not suffer all of the alleged violations for which she seeks to be class
6 representative. Even if class certification was successful, as demonstrated by the California
7 Supreme Court decision in *Duran v. U.S. Bank National Assn.*, 59 Cal. 4th 1 (2014), there are
8 significant hurdles to overcome for a class-wide recovery even where the class has been certified.

9 23. Finally, Plaintiff's expert calculated that Defendants could be liable for PAGA
10 penalties in an amount of \$1,907,850. However, Courts have considerable discretion to reduce the
11 penalty award. Some trial courts have awarded no civil penalties, even when Labor Code violations
12 are established. *See In re Nordstrom Com. Cases*, 186 Cal.App.4th 576, 589 (2010) (affirming an
13 award of \$0 in PAGA penalties in a wage and hour class action). To recover any PAGA penalties,
14 Plaintiff would be required at trial to prove each of the underlying Labor Code violations. See
15 *Cardenas v. McLane Foodservice, Inc.*, 2011 U.S. Dist. LEXIS 13126, *10 (C.D. Cal. 2011) Here,
16 Plaintiff would need to prove that each Aggrieved Employee suffered a violation for each pay period
17 the employee worked. Again, Defendants raised several defenses that present serious threats to the
18 claims of the Plaintiff and the Aggrieved Employees. In all, Plaintiff's PAGA liability exposure is
19 hotly contested. *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), illustrates the risk of
20 PAGA claims. In *Carrington*, while the plaintiff prevailed on his PAGA claim upon trial, the trial
21 court reduced the maximum PAGA penalty amount by 90%, citing the employer's good faith
22 attempt at complying with the law. *Id.* at 517. Upon review, the Court of Appeal found such
23 reduction to be proper. *Id.* at 539. Again, the *Carrington* decision was after Plaintiff prevailed at
24 trial, and even then, the PAGA penalties were reduced by 90%.

25 24. Plaintiff will apply to the Court for a Class Representative Service Payment in
26 consideration for her service, and for the risks undertaken on behalf of the Class. Plaintiff performed
27 her duties admirably by working with Class Counsel. The Plaintiff's requested payment of \$10,000
28 is well within the accepted range of awards for purposes of preliminary approval. Plaintiff

1 performed her duties admirably by working with Class Counsel. At this stage, the requested
2 Plaintiff's service payment is well within the accepted range of awards for purposes of preliminary
3 approval. *See e.g. Mathein v. Pier 1 Imps. (U.S.), Inc.*, 2018 U.S. Dist. LEXIS 71386 (E.D. Cal.
4 2018) (awarding \$12,500 where average class member payment was \$351); *Holman v. Experian*
5 *Info. Solutions, Inc.*, 2014 U.S. Dist. LEXIS 173698 (N.D. Cal. 2014) (approving \$10,000 service
6 award where class member recovery was \$375); *Rausch v. Hartford Fin. Servs. Grp.*, 2007 U.S.
7 Dist. LEXIS 14740, 2007 WL 671334 (D. Or. 2007) (approving award of \$10,000 where class
8 member recoveries were as little as \$150); *Louie v. Kaiser Foundation Health Plan, Inc.*, 2008 WL
9 4473183, *7 (S.D.Cal. Oct. 06, 2008) (awarding \$25,000 service award to each of six plaintiffs in
10 overtime class action); *Glass v. UBS Fin. Servs.*, 2007 WL 221862, *16-17 (N.D.Cal. 2007)
11 (awarding \$25,000 service award in overtime class action and a pool of \$100,000.00 in
12 enhancements). As explained in *Glass v. UBS Financial Services, Inc.*, service awards are routinely
13 awarded to class representatives to compensate the employees for the time and effort expended on
14 the case, for the risk of litigation, for the fear of suing an employer and retaliation there from, and
15 to serve as an incentive to vindicate the statutory rights of all employees. 2007 WL 221862 at *16-
16 17.

17 25. The stage of the proceedings at which this Settlement was reached supports
18 preliminary approval and ultimately, final approval of the Settlement. Class Counsel has conducted
19 a thorough investigation into the facts of the class action, including before this action was filed.
20 Prior to the mediation, Class Counsel performed significant review and analysis of Defendants'
21 documents, time records and pay records via both formal and informal discovery. Class Counsel
22 engaged in a thorough research and analysis of the relevant claims and data. Class Counsel are
23 experienced with the claims at issue here, as Class Counsel previously litigated and settled similar
24 claims in numerous other actions. Accordingly, the Settlement did not occur until Class Counsel
25 possessed sufficient information to make an informed judgment regarding the likelihood of success
26 on the merits and results that could be obtained through further litigation.

27 26. Based on the foregoing data and their own independent investigation and evaluation,
28 Class Counsel is of the opinion that the settlement with Defendants for the terms set forth in the

1 Agreement is fair, reasonable, and adequate and is in the best interest of the Class in light of all
2 known facts and circumstances, including the risk of significant delay, defenses asserted by
3 Defendants, and numerous potential appellate issues. There can be no doubt that Counsel for both
4 Parties possessed sufficient information to make an informed judgment regarding the likelihood of
5 success on the merits and the results that could be obtained through further litigation.

6 **Class Certification Issues**

7 27. Plaintiff contends that the proposed Settlement meets all the requirements for class
8 certification under the California Code of Civil Procedure section 382 as demonstrated below, and
9 therefore, the Court may appropriately approve the Class as defined in the Agreement. This Court
10 should conditionally certify the Class for settlement purposes only, defined as follows:

11 The “Class” or “Class Members” includes:

12 **“All current and former non-exempt California employees who worked for**
13 **Defendants at any time during the period between June 30, 2018 and April 17,**
14 **2023. (Agreement at § 1.5.)**

15 The Parties estimate that there are 23,319 workweeks worked by 496 Class Members.

- 16 a. **Numerosity** – Here, the approximately 496 current and former employees that
17 comprise the Class can be identified based on Defendants’ records and are
18 sufficiently numerous for class certification.
- 19 b. **Common Issues Predominate** - Here, Plaintiff contends that common questions
20 of law and fact are present. Specifically: (i) whether Defendants failed to pay
21 Class Members for all hours worked; (ii) whether Defendants failed to provide
22 meal and rest periods to Class Members; (iii) whether Defendants failed to timely
23 furnish accurate, itemized and legal wage statements; (iv) whether Defendants
24 subjected Class Members to unfair business practices; (v) whether Defendants
25 failed to reimburse Class Members for required business expenses; (vi) whether
26 Defendants are liable for attorneys’ fees and costs.
- 27 c. **Typicality** – In the instant case, Plaintiff contends that the typicality requirement
28 is fully satisfied. Plaintiff, like every other member of the Class was employed
by Defendants and is a member of the Class. Plaintiff was subject to the same

1 employment practices, meal and rest periods, and received similar wage
2 statements. Thus, the claims of the Plaintiff and the Class Members arise from
3 the same course of conduct by the Defendants, involve the same employment
4 policies, and are based on the same legal theories.

5 d. **Adequacy** – Plaintiff contends that the Class Members are adequately
6 represented because Plaintiff and Class Counsel (a) do not have any conflicts of
7 interest with other Class Members, and (b) will prosecute the case vigorously on
8 behalf of the class. (*See Hanlon*, 150 F.3d at 1020.) Plaintiff is well aware of her
9 duties as a representative of the Class and has actively participated in the
10 prosecution of this case to date. First, Plaintiff effectively communicated with
11 Class Counsel, provided documents to them and participated investigation and
12 negotiations in the Action. Second, Plaintiff retained competent counsel who are
13 experienced in employment class actions. Third, there is no antagonism between
14 the interests of the Plaintiff and those of the Class. Both the Plaintiff and the
15 Class Members seek monetary relief under the same set of facts and legal
16 theories.

17 28. Class Counsel are experienced in prosecuting class action lawsuits and can
18 competently represent the Class. Attorneys from both Class Counsel's firms have extensive class
19 litigation experience, handling a number of class action and complex commercial cases and have
20 acted both as counsel and as lead and co-lead counsel in a variety of these matters. Class Counsel
21 have successfully prosecuted and obtained significant recoveries in numerous class action lawsuits
22 and other lawsuits involving complex issues of law and fact. Class Counsel have been involved as
23 class counsel in over two hundred class action matters, including many wage and hour class actions.
24 Class Counsel has been found to be adequate counsel by the courts throughout California. A true
25 and correct copy of the resumes of the firms comprising Class Counsel are attached hereto as Exhibit
26 #3 and the concurrently filed Declaration of Jean-Claude Lapuyade. Class Counsel have been
27 approved as experienced class counsel in both state and federal courts in California in contested
28 class certification proceedings. Thus, the adequacy requirement is satisfied.

1 29. The Class Notice, drafted jointly and agreed upon by the Parties through their
2 respective counsel and to be approved by the Court, includes all relevant information. (See Exhibit
3 A to the Agreement.) The Class Notice will state that the Class Members shall have forty-five (45)
4 days from the date that the Class Notice is mailed to them to request exclusion or to submit an
5 objection. The Class Members will be given an opportunity to object to the terms of the Agreement
6 and/or the request for attorneys' fees and costs and to participate at the final approval hearing. Class
7 Members will be instructed to contact the Settlement Administrator and/or Class Counsel, not the
8 Court. This notice program was designed to meaningfully reach the Class Members and advise them
9 of all pertinent information concerning the Settlement. The mailing and distribution of the Class
10 Notice satisfies the requirements of due process, is the best notice practicable under the
11 circumstances, and constitutes due and sufficient notice to all persons entitled thereto. The Class
12 Notice provides information on the terms and provisions of the Settlement; the benefits that the
13 Settlement provides for Class Members; the date, time, and place of the final settlement approval
14 hearing; and the procedure and deadline for submitting comments, objections, and requests for
15 exclusion. The Class Notice complies with Rules of Court 3.766 and 3.769(f).

16 **Additional Issues**

17 30. **Average Class Member Payment** – Should the Court approve the above
18 distributions, the Net Settlement Amount is estimated to be \$244,966.67, which means that the
19 average payment to a Class Members is approximately \$493.88.

20 31. **Right to Reject Settlement** – The Settlement provides that Defendants can void the
21 agreement if ten percent (10%) or more of the Class Members opt out.

22 32. **National Change of Address** – The Settlement Administrator is required to perform
23 a National Change of Address search on any Class Notice Packet returned by the U.S. Postal Service
24 as non-deliverable, and re-mail the Class Notice Packet to the Class Member's new address under
25 section 8.4.3 of the Class Action Settlement Agreement.

26 33. **Information Received** – In this case, Plaintiff received all of the information needed
27 to evaluate the claims being settled. The following is a summary of the relevant documents
28 received, reviewed and analyzed by Plaintiff in order to evaluate the claims:

- a. Sample data showing the employees, their employment dates, their time sheets, hourly rates, and their wages.
- b. Sample data showing time records including punch-in and punch-out times.
- c. Sample data showing pay records.
- d. Sample data concerning recorded meal periods.
- e. Defendants' Employee Handbook for the relevant time period, which outlined the wage and hour policies of Defendant.
- f. Employee file of Plaintiff.
- g. Samples of wage statements provided by Defendants to employees.
- h. Sample payroll data.
- i. Hiring and termination forms used by Defendants for employees.

34. **Sampling** - Prior to mediation, the Parties agreed to informally exchange documents and information. As part of this process, Defendants provided a 33% sample of time and payroll records, which Plaintiff's statistician found to be sufficient to develop a meaningful damage model. Additionally, the 33% sample is statistically reliable, resulting in confidence level of 95% with a margin of error of 6.25%.

35. **Valuation of Damages** – For the Class, Plaintiff estimates that Defendants potentially could be subject to maximum liability for damages in the amount of \$1,725,392.60 consisting of \$24,753.60 for unpaid wages due to off-the-clock work, \$765,282 for rest periods, \$765,282 for meal periods, and \$170,075 for unreimbursed business expenses. In addition, Plaintiff's expert calculated \$721,960 in waiting time penalties and \$555,150 for wage statement penalties.⁵ Consequently, the Settlement of \$475,000 represents approximately 27.53% of the maximum estimated labor code *damages*, and 15.82% of the maximum combination of labor code

⁵ While Plaintiff alleged claims for statutory penalties, they recognize that this claim is subject to various defenses asserted by Defendant. Plaintiff's claims pursuant to Labor Code Section 226 and various PAGA penalties are also subject to a good faith defense as to whether any premium wages for meal or rest periods or other wages were owed given Defendant's position that Plaintiff and the Class were properly compensated. (*See Reber v. AIMCO/Bethesda Holdings, Inc.*, 2008 WL 4384147, at *9 (C.D. Cal. Aug. 25, 2008) (granting defendant's motion for summary judgment on claim for failure to provide accurate itemized wage statements "because a good faith dispute exists... [therefore, defendant] was not 'knowing and intentional' in failing to provide [Section 226] statements").)

1 damages and penalties to the Class, assuming these amounts could be proved at trial (excluding
2 PAGA Penalties).

3 **a. Minimum and Overtime Wages** - The allegation of unpaid wages in this
4 case, including minimum and overtime wages, is based on a theory that
5 Defendant failed to pay for time in which employees were required to
6 perform pre-shift and post-shift work-related activities, including but not
7 limited to, cleaning Defendants' bakeries, taking out trash and time spend
8 maintaining their work uniforms. According to the data received, the
9 potential damages were estimated to be \$24,753.60.

10 **b. Meal and Rest Period Damages** – Meal and rest break premiums were
11 calculated as 1 hour of wages for each violation. Plaintiff calculated the
12 potential maximum value of the meal and rest break damages to be \$765,282
13 for rest periods and \$765,282 for meal periods. The allegation of unpaid
14 meal break and rest break premiums in this case is based on a theory that
15 Class Members were unable to take a compliant break on a consistent basis.
16 Defendants presented significant defenses to this claim, as discussed in detail
17 above.

18 **c. Unreimbursed Business Expenses** – The unreimbursed business expenses
19 claim in this case is based on a theory that Defendants failed to reimburse
20 Plaintiff and the Class Members for incurring personal expenses in order to
21 maintain and launder their work uniforms, which required frequent cleaning.
22 Defendants asserted that that their uniforms could be cleaned with regular
23 household laundry without needing to incur additional expenses for dry
24 cleaning and that incurred business expenses, if any, were fully reimbursed.
25 Accordingly, Plaintiff's expert calculated Defendants' exposure for this
26 claim to be \$170,075.

27 **d. Waiting Time and Wage Statement Penalties** – The California Supreme
28 Court recently issued a decision in *Naranjo v. Spectrum Security Services*,

1 *Inc.* (2022) 13 Cal.5th 93, in which the Court concluded that meal premiums
2 are “wages,” thus entitling Plaintiff and Class Members to derivative waiting
3 time and wage statement penalties for Defendant’s meal and rest period
4 violations. Accordingly, Plaintiff’s expert calculated \$721,960 in waiting
5 time penalties and \$555,150 for wage statement penalties. However, in order
6 to recover Section 203 and 226 penalties, the violation must be intentional.
7 Because the instant case relies largely on meal break and rest break
8 violations, the Section 203 and 226 penalties were far from guaranteed.

9 **e. PAGA Penalties** PAGA penalty calculations are highly variable. Class
10 Counsel is unaware of any PAGA judgment in which substantial PAGA
11 penalties were awarded at the full statutory rate, rather, the PAGA judgments
12 have typically decreased the amount of the per violation penalty to a fraction
13 of the statutory amount. Without reducing or mitigating the PAGA penalties,
14 Plaintiff calculated that the potential PAGA penalties at the maximum rate
15 of \$1,907,850. Though these PAGA penalty amounts were duplicative and
16 were likely not awardable at the maximum rate, there is an additional basis
17 for concluding that the settlement in this case is reasonable even with PAGA
18 penalties in this amount. Specifically, PAGA penalties are not seriously
19 valued by employers for purposes of settlement. This is true because PAGA
20 penalty claims are routinely settled at a small fraction of the potential
21 penalties. For example, Judge Nelson in *Price v. Uber Technologies*, (Los
22 Angeles Superior Court case no. BC554512), recently approved a PAGA
23 settlement of \$7.75 million for 1.5 million drivers where the maximum
24 PAGA liability was \$151 billion. Thus, the PAGA penalties were settled for
25 0.005% of the PAGA liability. Notably, this was the largest PAGA
26 settlement in the 15-year history of PAGA. So while PAGA penalty figures
27 may be inflated to significant numbers, realistic settlements of PAGA claims
28 result in a settlement amount of less than 1% of the PAGA liability.

36. **Notice to LWDA.** On December 20, 2023, at the time this motion was submitted for filing, I submitted a copy of the fully executed settlement agreement to the LWDA through their online filing system, and received an email confirming the submission of the proposed settlement. (See Exhibit 4.)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 20th day of December 2023, at San Diego, California.

By: 
Shani O. Zakay

EXHIBIT 1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Sarina Yuan Jong Lai (“Plaintiff”) and defendants Sunmerry California Inc.; Sunmerry Gardena LLC; Sunmerry Monterey Park LLC; and Sunmerry Santa Anita LLC (collectively “Defendants”). The Agreement refers to Plaintiff and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendants captioned *Lai v. Sunmerry California Inc., et al.* Case No. 22STCV12086 initiated on April 8, 2022, and pending in Superior Court of the State of California, County of Los Angeles.
- 1.2. “Administrator” means Apex Class Action, LLC, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount not exceeding Eleven Thousand Seven Hundred Dollars and Zero Cents (\$11,700.00), payable from the Gross Settlement Amount, to the Administrator to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employee” means all current and former non-exempt California employees who worked for Defendants at any time during the period between April 8, 2021 and April 17, 2023 (the “PAGA Period”).
- 1.5. “Class” means all current and former non-exempt California employees who worked for Defendants at any time during the period between June 30, 2018 and April 17, 2023 (the “Class Period”).
- 1.6. “Class Counsel” means JCL Law Firm, APC and Zakay Law Group, APLC.
- 1.7. “Class Counsel Fees Payment” means the amount not exceeding One Hundred Fifty Eight Thousand, Three Hundred Thirty Three Dollars and Thirty Three Cents (\$158,333.33) or one-third (1/3) of the Gross Settlement Amount, whichever is greater, payable from the Gross Settlement Amount and due to Class Counsel as reasonable attorneys’ fees for litigating and resolving the Action; if the Court finally approves a lesser amount, then the difference shall remain part of the Net Settlement Amount.
- 1.8. “Class Counsel Litigation Expenses Payment” means the amount not exceeding Twenty Five Thousand Dollars and Zero Cents (\$25,000.00), payable from the Gross Settlement Amount and due to Class Counsel for reimbursement of Class Counsel’s reasonable litigation expenses incurred in litigating and resolving the Action; if the Court finally

approves a lesser amount, then the difference shall remain part of the Net Settlement Amount.

- 1.9. “Class Data” means Class Member identifying information in Defendants’ possession including the Class Member’s name, last-known mailing address, Social Security Number or Taxpayer Identification Number, and number of Class Period Workweeks and PAGA Pay Periods.
- 1.10. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.11. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.12. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English, Spanish, and Chinese in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.13. “Class Period” means the period from June 30, 2018 through April 17, 2023.
- 1.14. “Class Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.15. “Class Representative Service Payment” means the amount not exceeding Ten Thousand Dollars and Zero Cents (\$10,000.00), payable from the Gross Settlement Amount and due to Plaintiff, separate from any Individual Settlement Payment and Individual PAGA Payment, for Plaintiff’s efforts and risks in bringing and resolving the Action; if the Court finally approves a lesser amount, then the difference shall remain part of the Net Settlement Amount.
- 1.16. “Court” means the Superior Court of California, County of Los Angeles.
- 1.17. “Defendants” means named Defendants Sunmerry California Inc., Sunmerry Gardena LLC, Sunmerry Monterey Park LLC, and Sunmerry Santa Anita LLC.
- 1.18. “Defense Counsel” means Atkinson, Andelson, Loya, Ruud & Romo.
- 1.19. “Effective Date” means the date by when both of the following have occurred:
(a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or

if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

- 1.20. “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.21. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.22. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- 1.23. “Gross Settlement Amount” means the non-reversionary amount of Four Hundred Seventy Five Thousand Dollars and Zero Cents (\$475,000.00), which is the total amount Defendants agree to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and the Administration Expenses Payment.
- 1.24. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.25. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods worked during the PAGA Period.
- 1.26. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.27. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.28. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.29. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.30. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.31. “Objection” means a Participating Class Member’s timely and valid written objection to the terms and conditions of this Settlement Agreement.

- 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).
- 1.33. “PAGA Claims” means all claims or causes of action under PAGA that were or could have been premised on the claims, liabilities, demands, causes of action, rights, penalties, legal theories of relief, or obligations of any nature under the California Private Attorneys General Act of 2004 (Cal. Labor Code §§ 2698 *et seq.*) alleged in Plaintiff’s PAGA Notice to the LWDA and Defendant, as amended on February 15, 2023 by Plaintiff, and that were alleged or reasonably could have been alleged based on the facts asserted in the operative complaint in the Action including, but not limited to, for violations of the California Labor Code and California Industrial Welfare Commission Wage Orders.
- 1.34. “PAGA Notice” means Plaintiff’s April 8, 2022, letter to Defendants and the LWDA and Plaintiff’s February 15, 2023, Amended letter to Defendants and the LWDA, providing notice pursuant to Labor Code section 2699.3, subd. (a).
- 1.35. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.
- 1.36. “PAGA Penalties” means the PAGA payment of Twenty Five Thousand Dollars and Zero Cents (\$25,000.00) that shall be made from the Gross Settlement Amount, with 25% of the payment going to the Aggrieved Employees and 75% of the payment going to the Labor and Workforce Development Agency (“LWDA”) for Defendants’ portion of PAGA penalties.
- 1.37. “PAGA Period” means the period from April 8, 2021 through April 17, 2023.
- 1.38. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.39. “Plaintiff” means Sarina Yuan Jong Lai, the named plaintiff in the Action.
- 1.40. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.41. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval of this Settlement.
- 1.42. “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.43. “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.
- 1.44. “Released Parties” means: (1) Defendants; (2) Defendants’ respective past, present and future parent corporations, affiliates, affiliates’ companies, subsidiaries, divisions,

d/b/a's, predecessors, insurers, successors, franchisees, franchisors, assigns, principals, heirs, their current and former exempt employees, accountants, auditors, attorneys, consultants, officers, managers, members, partners, directors, shareholders, agents, both individually and in their business capacities of any of the foregoing; and (3) any individual or entity which could be jointly liable with any of the foregoing.

- 1.45. "Request for Exclusion" means a Class Member's timely and valid submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.46. "Response Deadline" means forty-five (45) days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.47. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.
- 1.48. "Workweek" means any week during which a Class Member worked for Defendants for at least one day, during the Class Period.

2. RECITALS.

- 2.1. On April 8, 2022, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendants. On June 30, 2022, Plaintiff filed a First Amended Class Action Complaint alleging causes of action against Defendants for (1) Unfair Competition in Violation of Cal. Bus. & Prof. Code §17200 *et seq.*; (2) Failure to Pay Minimum Wages in Violation of Cal. Lab. Code §§ 1194, 1197 & 1197.1; (3) Failure to Pay Overtime Wages in Violation of Cal. Lab. Code §§ 510 *et seq.*; (4) Failure to Provide Required Meal Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order; (5) Failure to Provide Required Rest Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order; (6) Failure to Provide Accurate Itemized Statements in Violation of Cal. Lab. Code § 226; (7) Failure to Provide Wages When Due in Violation of Cal. Lab. Code §§ 201, 202 and 203; (8) Failure to Reimburse Employees For Required Expenses in Violation of California Labor Code §2802; and (9) Violation of the Private Attorneys General Act [Labor Code §§ 2698 *et seq.*]. The First Amended Class Action Complaint is the operative complaint in the Action (the "Operative Complaint."). Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint and deny any and all liability for the causes of action alleged.
- 2.2. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff gave written notice to Defendants and the LWDA by sending the PAGA Notice.
- 2.3. On February 9, 2023, the Parties participated in an all-day mediation presided over by the Honorable Judge Peter D. Lichtman (Ret.) which led to this Agreement to settle the Action.

2.4. Prior to mediation, Plaintiff obtained, through informal discovery, a sampling of Class Member time and pay records consisting of a large volume of data and indicative of Defendant's timekeeping, recordkeeping and wage payment policies and practices. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *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*").

2.5. The Court has not granted class certification.

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

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendants promise to pay Four Hundred Seventy Five Thousand Dollars and Zero Cents (\$475,000.00) and no more as the Gross Settlement Amount, and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

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

3.2.1. To Plaintiff: Class Representative Service Payment to the Class Representative of not more than Ten Thousand Dollars and Zero Cents (\$10,000.00), which is in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member and as an Aggrieved Employee. Defendants will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, which is currently estimated to be One Hundred Fifty

Eight Thousand Three Hundred Thirty Three Dollars and Thirty Three Cents (\$158,333.33) and a Class Counsel Litigation Expenses Payment of not more than Twenty Five Thousand Dollars and Zero Cents (\$25,000.00). Defendants will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed Eleven Thousand Seven Hundred Dollars and Zero Cents (\$11,700.00), except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$11,700.00, the Administrator will retain the remainder in the Net Settlement Amount.

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

3.2.4.1. Tax Allocation of Individual Class Payments. 33% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The 67% of each Participating Class Member's Individual Class Payment will be allocated to interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

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

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of Twenty Five Thousand Dollars and Zero Cents (\$25,000.00) to be paid from the Gross Settlement Amount, with 75%, or Eighteen Thousand Seven Hundred Fifty Dollars and Zero Cents (\$18,750.00), allocated to the LWDA PAGA Payment and 25%, or Six Thousand Two Hundred Fifty Dollars and Zero Cents (\$6,250.00), allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendants estimate there are 496 Class Members who collectively worked a total of 23,319 Workweeks, and 307 Aggrieved Employees who worked a total 5,730 of PAGA Pay Periods.

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

4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendants' share of payroll taxes by transmitting the funds to the Administrator no later than fourteen (14) calendar days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within fourteen (14) calendar days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all

Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

- 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The Individual Class Payments and Individual PAGA Payments shall remain valid and negotiable for one hundred eighty (180) calendar days from issuance. The face of each check shall prominently state the date when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
- 4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.
- 4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).
- 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Defendants fully fund the entire

Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. In addition to the Released Class Claims, Released PAGA Claims, and as a material inducement to Defendants to enter into the Settlement, Plaintiff agrees to completely release and discharge Defendants and the Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses relating to Plaintiff's employment with or work for Defendants or the remuneration for or termination of such employment.

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

A general release does not extend to claims that the creditor or releasing party [i.e. **Plaintiff**] does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party [i.e. **Defendants**].

5.2 Release by Participating Class Members: Upon entry of final judgment and funding of the Gross Settlement Amount, Defendants and the Released Parties shall be entitled to a release from the Class Members of all class claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, or causes of action contingent or accrued for, that are alleged in the operative complaint, or which could have been alleged in the operative complaint based on the facts alleged, which occurred during the Class Period, including any claims for : (1) Unfair Competition; (2) Failure to Pay Minimum Wages; (3) Failure to Overtime Wages; (4) Failure to Provide Required Meal Periods; (5) Failure to Provide Required Rest Periods; (6) Failure to Provide Accurate Itemized Wage Statements; (7) Failure to Provide Wages When Due; and (8) Failure to Reimburse Employees for Required Expenses; including but not limited to compensatory damages; economic and/or special damages; premium wages; premium pay; penalties; attorneys' fees; interest; and litigation costs (collectively the "Released Claims"). The Released Claims expressly exclude all other claims, including claims for vested benefits, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period. Claims for PAGA penalties are separately released hereinbelow.

5.3 Release by Aggrieved Employees: Upon entry of final judgment and funding of the Gross Settlement Amount, Defendants shall be entitled to a release from the PAGA Class Members of all PAGA claims that are alleged in the operative complaint and Plaintiff's PAGA Notice and Amended Notice to the LWDA, or which could have been alleged based on the facts asserted, which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.

6. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary Approvals.

6.1 Defendants’ Declaration in Support of Preliminary Approval. Within fourteen (14) calendar days of the full execution of this Agreement, Defendants will prepare and deliver to Class Counsel a signed Declaration from Defendants and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In their Declarations, Defense Counsel and Defendants 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.

6.2 Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents including the initial and amended notices of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), and this Agreement (Labor Code section 2699, subd. (l)(2)); and (vii) 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.

6.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than thirty (30) calendar 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.

6.4 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.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected APEX Class Action, LLC to serve as the Administrator and verified that, as a condition of appointment, APEX Class Action, LLC agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The 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.
- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 7.3 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.
- 7.4 Notice to Class Members.
- 7.4.1 No later than five (5) 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, PAGA Members, Workweeks, and Pay Periods in the Class Data.
- 7.4.2 Using best efforts to perform as soon as possible, and in no event later than fourteen (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 Class Notice, with Spanish and Chinese translations, substantially in the form attached to this Agreement as Exhibit A. 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 Member, and the number of Workweeks and PAGA Pay Periods used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- 7.4.3 Not later than three (3) business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS

does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

- 7.4.4 The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) days beyond the Response Deadline, i.e., forty-five (45) calendar days after the Administrator mails the notice, for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- 7.4.5 If the Administrator, Defendants, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than fourteen (14) calendar days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

7.5 Requests for Exclusion (Opt-Outs).

- 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline, i.e., forty-five (45) calendar days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address, and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

- 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 5.2 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- 7.5.4 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. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.
- 7.6 Challenges to Calculation of Workweeks. Each Class Member shall have forty-five (45) calendar days after the Administrator mails the Class Notice (plus an additional (14) calendar days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods allocated to the Class Member in the Class Notice. The Class Member 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 Workweeks 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 Workweeks and/or 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 Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.
- 7.7 Objections to Settlement.
- 7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.
- 7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than forty-five (45) days after the Administrator's mailing of the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice was re-mailed).

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

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

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

7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than five (5) calendar days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing: (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; and (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

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

7.8.4 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 Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.5 Administrator’s Declaration. Not later than fourteen (14) calendar days before the hearing on Plaintiff’s 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 Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, 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.

7.8.6 Final Report by Settlement Administrator. Within ten (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 fifteen (15) calendar 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.

8. **CLASS SIZE ESTIMATES and ESCALATOR CLAUSE.** Based on its records, Defendants estimate that, as of the date of this Settlement Agreement, (1) there are 496 Class Members and 23,319 Total Workweeks during the Class period and (2) there were 307 Aggrieved Employees who worked 5,730 Pay Periods during the PAGA Period. Not later than seven (7) calendar days prior to the deadline for filing of the motion for preliminary approval of the settlement, Defendants will provide a declaration under penalty of perjury confirming the number of applicable Class Members and Total Workweeks they worked during the Class Period. At that time, if the Total Workweeks increases by more than 10% of the estimate stated herein, the Gross Settlement Amount will increase proportionally for the number of workweeks over 10%. For example, if the number of Total Workweeks in the Class Period worked by the Class Members exceeds 23,319 by 11%, then the Gross Settlement Amount will increase by 1%.
9. **DEFENDANTS' RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendants may, but are not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendants withdraw, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendants will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendants must notify Class Counsel and the Court of its election to withdraw not later than seven (7) days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.
10. **MOTION FOR FINAL APPROVAL.** Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents

to Defense Counsel not later than seven (7) calendar 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.

- 10.1 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.
- 10.2 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.
- 10.3 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.
- 10.4 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 reflected 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 appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.
- 10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the

Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

- 11. AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

12. ADDITIONAL PROVISIONS.

12.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

12.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendants and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify the other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendants and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

12.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or

appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

- 12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding all oral representations, warranties, covenants, or inducements made to or by any Party.
- 12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 12.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 12.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 12.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 12.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 12.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.11 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.
- 12.12 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.

12.13 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.

12.14 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 ninety (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 make a written request to Class Counsel for the return, rather than the destructions, of Class Data.

12.15 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.

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

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

To Plaintiff: JCL Law Firm, APC
Jean-Claude Lapuyade, Esq.
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121

To Defendants: ATKINSON, ANDELSON, LOYA, RUUD & ROMO
Lauren S. Gafa, Esq.
Scott K. Dauscher, Esq.
12800 Center Drive South, Suite 300
Cerritos, CA 90703-9364

12.18 Execution in Counterparts. This Agreement may be executed in one or more

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

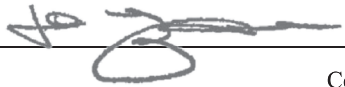
12.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a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

Sarina Y. Lai
Sarina Y. Lai (Jul 26, 2023 19:02 PDT)

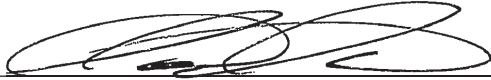
_____ For Plaintiff

Type text here


_____ For Defendants



_____ Counsel For Plaintiff



_____ Counsel For Defendants

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

12.19 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 process.

_____ For Plaintiff	_____ For Defendants
	
_____ Counsel For Plaintiff	_____ Counsel For Defendants

EXHIBIT “A”
CLASS NOTICE

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

Lai v. Sunmerry California Inc., et al. Case No. 22STCV12086

***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 Sunmerry California Inc.; Sunmerry Gardena LLC; Sunmerry Monterey Park LLC; and Sunmerry Santa Anita LLC (abbreviated name “Defendants” is used herein as a placeholder) for alleged wage and hour violations. The Action was filed by Defendants’ former employee Sarina Yuan Jong Lai (“Plaintiff”) and seeks payment of (1) back wages and other relief for a class of non-exempt employees (“Class Members”) who worked for Defendants during the Class Period (June 30, 2018 to April 17, 2023); and (2) penalties under the California Private Attorneys General Act (“PAGA”) for all non-exempt employees who worked for Defendants during the PAGA Period (April 8, 2021 to April 17, 2023) (“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 \$_____ (less withholding) and your Individual PAGA Payment is estimated to be \$_____**. 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 above estimates are based on Defendants’ records showing that **you worked _____ workweeks** during the Class Period and **you worked _____ workweeks** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

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

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

(2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendants, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

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 wage claims against Defendants that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is _____	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. 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 Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by _____	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. 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 _____ Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____. 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. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by _____	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks 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 Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendants’ records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendants. The Action accuses Defendants of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination and reimbursable expenses and failing to provide meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiff is represented by attorneys in the Action: JCL Law Firm, APC and Zakay Law Group, APLC (“Class Counsel.”)

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

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

So far, the Court has made no determination whether Defendants or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendants hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendants have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims. Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendants have agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

1. Defendants Will Pay \$475,000.00 as the Gross Settlement Amount (Gross Settlement). Defendants have agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendants will fund the Gross Settlement not more than fourteen (14) calendar days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$158,333.33 (One-third of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$25,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$10,000.00 to Plaintiff as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$11,700.00 to the Administrator for services administering the Settlement.
 - D. Up to \$25,000.00 for PAGA Penalties, with allocations of 75% to the LWDA and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

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

3. 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 Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiff and Defendants are asking the Court to approve an allocation of 33% of each Individual Class Payment to taxable wages ("Wage Portion") and 67% to interest and statutory penalties ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately pay employer payroll taxes it owes on the Wage Portion. The

Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

If the monies represented by your check is sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than _____, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the _____ 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. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendants.

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

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.
8. Administrator. The Court has appointed a neutral company, APEX CLASS ACTION, LLC (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's

contact information is contained in Section 9 of this Notice.

9. Participating Class Members' Release. After the Judgment is final and Defendants have fully funded the Gross Settlement, and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

Upon entry of final judgment and funding of the **Gross Settlement Amount**, Defendants and the Released Parties shall be entitled to a release from the Class Members of all class claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, or causes of action contingent or accrued for, that are alleged in the operative complaint, or which could have been alleged in the operative complaint based on the facts alleged, which occurred during the Class Period, including any claims for: (1) Unfair Competition; (2) Failure to Pay Minimum Wages; (3) Failure to Overtime Wages; (4) Failure to Provide Required Meal Periods; (5) Failure to Provide Required Rest Periods; (6) Failure to Provide Accurate Itemized Wage Statements; (7) Failure to Provide Wages When Due; and (8) Failure to Reimburse Employees for Required Expenses; including but not limited to compensatory damages; economic and/or special damages; premium wages; premium pay; penalties; attorneys' fees; interest; and litigation costs (collectively the "Released Claims"). The Released Claims expressly exclude all other claims, including claims for vested benefits, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period. Claims for PAGA penalties are separately released.

10. Aggrieved Employees' PAGA Release. Upon entry of final judgment and funding of the Gross Settlement Amount, Defendants shall be entitled to a release from the PAGA Class Members of all PAGA claims that are alleged in the operative complaint and Plaintiff's PAGA Notice and Amended Notice to the LWDA, or which could have been alleged based on the facts asserted, which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period. The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, the PAGA Notice, the Amended PAGA Notice, and ascertained in the

course of the Action.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$25,000.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendants' records, are stated in the first page of this Notice. You have until _____ to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

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

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

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

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

Submit 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. 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 *Lai v. Sunmerry California Inc., et al.*, 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. **The Administrator must be sent your request to be excluded by _____, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

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

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is _____.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Lai v. Sunmerry California, Inc.*, Los Angeles Superior Court, Case Number 22STCV12086 and include your name, current address, telephone number, and approximate dates of employment for Defendants and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready 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.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at (time) _____ in Department 1 of the Los Angeles Superior Court, located at 312 North Spring Street, Los

Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). 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 _____ 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 APEX CLASS ACTION, LLC'S website at (url) _____. 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.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. 22STCV12086. You can also make an appointment to personally review court documents in the Clerk's Office at the Spring Street Courthouse by calling (213) 830-0800.

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

Class Counsel:

Jean-Claude Lapuyade, Esq.
jlapuyade@jcl-lawfirm.com
JCL Law Firm, APC
5440 Morehouse Drive, Suite 3600, San Diego, CA 92121
(619) 99-8292

Shani O. Zakay, Esq.
Shani@zakaylaw.com
Zakay Law Group, APLC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121

Settlement Administrator:

APEX CLASS ACTION,
LLC
20371 Irvine Avenue
Newport Beach, CA
92660
(949) 690-2564

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 at https://www.sco.ca.gov/upd_msg.html for instructions on how to receive your funds.

11. WHAT IF I CHANGE MY ADDRESS?

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

EXHIBIT 2

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between ~~Plaintiff~~~~xx~~plaintiff Sarina Yuan Jong Lai (“Plaintiff”) and ~~Defendants~~~~xx~~ (“defendants Sunmerry California Inc.; Sunmerry Gardena LLC; Sunmerry Monterey Park LLC; and Sunmerry Santa Anita LLC (collectively “Defendants”)”). The Agreement refers to Plaintiff and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendants captioned ~~xx~~Lai v. Sunmerry California Inc., et al. Case No. 22STCV12086 initiated on April 8, 2022, and pending in Superior Court of the State of California, County of Los Angeles.-

1.2. “Administrator” means ~~xx~~Apex Class Action, LLC, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. “Administration Expenses Payment” means the amount ~~the Administrator will be paid not exceeding Eleven Thousand Seven Hundred Dollars and Zero Cents (\$11,700.00), payable from the Gross Settlement Amount, to the Administrator,~~ to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.

~~1.4. —————~~ “Aggrieved Employee” means ~~xx~~.

~~1.5.1.4. —————~~ “Attorneys’ Fees ~~all current and~~ Litigation Costs” means ~~xx~~ former non-exempt California employees who worked for Defendants at any time during the period between April 8, 2021 and April 17, 2023 (the “PAGA Period”).

~~1.5. “Class” means all current and former non-exempt California employees who worked for Defendants at any time during the period between June 30, 2018 and April 17, 2023 (the “Class Period”).~~

1.6. “Class Counsel” means ~~xx~~JCL Law Firm, APC and Zakay Law Group, APLC.

~~1.7. —————~~ “Class” shall mean ~~xx~~.

~~1.7. “Class Counsel Fees Payment” means the amount not exceeding One Hundred Fifty Eight Thousand, Three Hundred Thirty Three Dollars and Thirty Three Cents~~

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(\$158,333.33) or one-third (1/3) of the Gross Settlement Amount, whichever is greater, payable from the Gross Settlement Amount and due to Class Counsel as reasonable attorneys' fees for litigating and resolving the Action; if the Court finally approves a lesser amount, then the difference shall remain part of the Net Settlement Amount.

1.8. "Class Counsel Litigation Expenses Payment" means the amount not exceeding Twenty Five Thousand Dollars and Zero Cents (\$25,000.00), payable from the Gross Settlement Amount and due to Class Counsel for reimbursement of Class Counsel's reasonable litigation expenses incurred in litigating and resolving the Action; if the Court finally approves a lesser amount, then the difference shall remain part of the Net Settlement Amount.

1.8.1.9. "Class Data" means Class Member identifying information in Defendants' possession ~~that Defendants will provide to the Administrator. To the extent available, the Class Data shall include~~including the Class Member's full name, last-known mailing address, Social Security number, ~~telephone number~~Number or Taxpayer Identification Number, and number of Class Period Workweeks and PAGA Pay Periods.

1.9.1.10. "Class Member" or "Settlement Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

1.10.1.11. "Class Member Address Search" means the Administrator's investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.11. ~~"Class Notice" means xx.~~

1.12. "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English, Spanish, and Chinese in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12.1.13. "Class Period" means the period ~~xx~~from June 30, 2018 through April 17, 2023.

1.13.1.14. "Class Representative" means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.

1.14.1.15. "Class Representative Service Payment" means the ~~payment to amount not exceeding Ten Thousand Dollars and Zero Cents (\$10,000.00), payable from the Class RepresentativeGross Settlement Amount and due to Plaintiff, separate from any Individual Settlement Payment and Individual PAGA Payment, for initiatingPlaintiff's efforts and risks in bringing and resolving the Action and providing services in support, if the Court finally approves a lesser amount, then the difference shall remain part of the Action~~Net Settlement Amount.

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~~1.15.1.16.~~ “Court” means the Superior Court of California, County of Los Angeles.

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~~1.16.1.17.~~ “Defendants” means named ~~xx~~Defendants Sunmerry California Inc., Sunmerry Gardena LLC, Sunmerry Monterey Park LLC, and Sunmerry Santa Anita LLC.

~~1.17.1.18.~~ “Defense Counsel” means ~~xx~~Atkinson, Andelson, Loya, Ruud & Romo.

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~~1.18.1.19.~~ “Effective Date” means the date by when both of the following have occurred:

(a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

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~~1.19.1.20.~~ “Final Approval” means the Court’s order granting final approval of the Settlement.

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~~1.20.1.21.~~ “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

~~1.21.1.22.~~ “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

~~1.22.~~ “Funding Date” means the date on which Defendants shall fund the Gross Settlement Amount to the Administrator.

1.23. “Gross Settlement Amount” means ~~xx~~ means the non-reversionary amount of Four Hundred Seventy Five Thousand Dollars and Zero Cents (\$475,000.00), which is the total amount Defendants agrees agree to pay under the Settlement except as provided in Paragraph ~~xx~~9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and the Administrator’s Administration Expenses Payment.

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1.24. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period. ~~Any Class Member who submits a timely and valid request for exclusion pursuant to the procedures set forth herein, is not eligible to receive an Individual Class Payment.~~

1.25. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA PaymentPenalties calculated according to the number of WorkweeksPay Periods worked during the PAGA Period.

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1.26. “Judgment” means the judgment entered by the Court based upon the Final Approval.

1.27. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.28. “LWDA ~~PAGA~~ Payment” means the 75% of the PAGA ~~Payment~~~~Penalties~~ paid to the LWDA under Labor Code section 2699, subd. (i).

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1.29. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: ~~Individual PAGA Payments~~, the ~~LWDA~~ PAGA Payment, Class Representative ~~Service~~ Payment, ~~Attorneys’ Class Counsel~~ Fees ~~and Payment~~, ~~Class Counsel~~ Litigation ~~Costs~~~~Expenses~~ Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

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1.30. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.31. “Objection” means a Participating Class Member’s timely and valid written objection to the terms and conditions of this Settlement Agreement.

1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698, *et seq.*).

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1.33. “PAGA Claims” means all claims or causes of action under PAGA that were or could have been premised on the claims, liabilities, demands, causes of action, rights, penalties, legal theories of relief, or obligations of any nature under the California Private Attorneys General Act of 2004 (Cal. Labor Code §§ 2698 *et seq.*) alleged in Plaintiff’s PAGA Notice to the LWDA and Defendant, as amended on February 15, 2023 by Plaintiff, and that were alleged or reasonably could have been alleged based on the facts asserted in the operative complaint in the Action including, but not limited to, for violations of the California Labor Code and California Industrial Welfare Commission Wage Orders.

1.34. “PAGA Notice” means Plaintiff’s April 8, 2022, letter to Defendants and the LWDA and Plaintiff’s February 15, 2023, Amended letter to Defendants and the LWDA, providing notice pursuant to Labor Code section 2699.3, subd. (a).

~~1.34.1.35. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.~~

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~~1.32. —“PAGA ~~Period~~~~Penalties~~” means the ~~period between xx-~~~~

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~~1.33.1.1. —“PAGA” means the Private Attorneys General Act (Labor Code §§ 2698, *et seq.*).~~

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~~1.34. —“PAGA Notice” means Plaintiff’s ~~xx-~~ letter to Defendants ~~PAGA~~ payment of Twenty Five Thousand Dollars and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).~~

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~~1.35.1.36.~~ "PAGA Payment" means ~~xx~~ which is the total amount of PAGA civil penalties ~~to Zero Cents (\$25,000.00) that shall be paid~~ made from the Gross Settlement Amount, allocated with 25% of the payment going to the Aggrieved Employees ~~xx~~ and the 75% to LWDA (~~xx~~) in settlement of PAGA claims of the payment going to the Labor and Workforce Development Agency ("LWDA") for Defendants' portion of PAGA penalties.

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1.37. "PAGA Period" means the period from April 8, 2021 through April 17, 2023.

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~~1.36.1.38.~~ "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

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~~1.37.1.39.~~ "Plaintiff" means ~~xx~~ Sarina Yuan Jong Lai, the named ~~Plaintiff~~ plaintiff in the Action.

~~1.38.1.40.~~ "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.

~~1.39.1.41.~~ "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA ~~this~~ Settlement.

~~1.40.1.42.~~ "Released Class Claims" means ~~xx~~ the claims being released as described in Paragraph 5.2 below.

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~~1.41.1.43.~~ "Released PAGA Claims" means ~~xx~~ the claims being released as described in Paragraph 5.3 below.

~~1.42.~~ "Released Parties" means Defendants ~~xx~~.

1.44. "Released Parties" means: (1) Defendants; (2) Defendants' respective past, present and future parent corporations, affiliates, affiliates' companies, subsidiaries, divisions, d/b/a's, predecessors, insurers, successors, franchisees, franchisors, assigns, principals, heirs, their current and former exempt employees, accountants, auditors, attorneys, consultants, officers, managers, members, partners, directors, shareholders, agents, both individually and in their business capacities of any of the foregoing; and (3) any individual or entity which could be jointly liable with any of the foregoing.

~~1.43.1.45.~~ "Request for Exclusion" means a Class Member's timely and valid submission of a written request to be excluded from the Class Settlement signed by the Class Member.

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~~1.44.1.46.~~ "Response Deadline" means ~~xx~~ forty-five (45) days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional ~~xx~~ 14 calendar days beyond the Response Deadline has expired.

~~1.45.1.47.~~ "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

~~1.46.1.48.~~ "Workweek" means any week during which a Class Member worked for Defendants for at least one day, during the Class Period.

2. RECITALS.

~~2.1. On August 16~~On April 8, 2022, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendants. On June 30, 2022, Plaintiff filed a Notice of Violations with First Amended Class Action Complaint alleging causes of action against Defendants for (1) Unfair Competition in Violation of Cal. Bus. & Prof. Code §17200 *et seq.*; (2) Failure to Pay Minimum Wages in Violation of Cal. Lab. Code §§ 1194, 1197 & 1197.1; (3) Failure to Pay Overtime Wages in Violation of Cal. Lab. Code §§ 510 *et seq.*; (4) Failure to Provide Required Meal Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and the Labor and Workforce Development Agency ("LWDA") Applicable IWC Wage Order; (5) Failure to Provide Required Rest Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and served the same on Defendants.

~~2.2.2.1. On xx, Plaintiff filed a xx Complaint against xx. Defendant denies~~Applicable IWC Wage Order; (6) Failure to Provide Accurate Itemized Statements in Violation of Cal. Lab. Code § 226; (7) Failure to Provide Wages When Due in Violation of Cal. Lab. Code §§ 201, 202 and 203; (8) Failure to Reimburse Employees For Required Expenses in Violation of California Labor Code §2802; and (9) Violation of the Private Attorneys General Act [Labor Code §§ 2698 *et seq.*]. The First Amended Class Action Complaint is the operative complaint in the Action (the "Operative Complaint."). Defendants deny the allegations in the Operative Complaint, ~~denies~~deny any failure to comply with the laws identified in the Operative Complaint and ~~denies~~deny any and all liability for the causes of action alleged.

~~2.3. xx.~~

~~2.4.2.2.~~ Pursuant to Labor Code section 2699.3, subd. ~~(f)~~ (a), Plaintiff gave ~~timely~~ written notice to Defendants and the LWDA by sending the PAGA Notice.

~~2.5.2.3.~~ On ~~April 24~~February 9, 2023, the Parties participated in an all-day mediation presided over by Steven Serratore, Esq., a mediator of wage and hour class and representative actions; ~~the Honorable Judge Peter D. Lichtman (Ret.)~~ which led to this Agreement to settle the Action.

~~2.6.2.4.~~ Prior to mediation, Plaintiff obtained, through informal discovery, ~~timekeeping records, and payroll records for the Class Members a sampling of Class Member time and pay records consisting of a large volume of data and indicative of Defendant's timekeeping, recordkeeping and wage payment policies and practices.~~ Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *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*").

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2.5. The Court has not granted class certification.

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

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph ~~xx~~9 below, Defendants ~~promises~~promise to pay ~~xxFour Hundred Seventy Five Thousand Dollars and Zero Cents (\$475,000.00)~~ and no more as the Gross Settlement Amount, and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph ~~xx~~4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

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

3.2.1. To Plaintiff: Class Representative Service Payment to the Class Representative of not more than ~~xx-Ten Thousand Dollars and Zero Cents (\$10,000.00), which is in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member and as an Aggrieved Employee,~~ Defendants will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for ~~Attorneys' Class Counsel Fees~~ Payment and Class Litigation Costs~~Expenses~~ Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than ~~xx~~sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2. To Class Counsel: ~~Attorneys' A Class Counsel Fees~~ Payment of not more than ~~xxone-third of the Gross Settlement Amount,~~ which is currently estimated to be ~~xxOne Hundred Fifty Eight Thousand Three Hundred Thirty Three Dollars and Thirty Three Cents (\$158,333.33)~~ and a Class Counsel Litigation Costs~~of up to xx-Expenses~~ Payment of not more than Twenty Five Thousand Dollars and Zero Cents (\$25,000.00). Defendants will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for ~~Attorneys' Class Counsel Fees~~ Payment and Class Litigation

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~~CostsExpenses Payment~~ no later than ~~xx~~sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a ~~payment for Attorneys'Class Counsel Fees Payment~~ and/or a ~~Class Counsel~~ Litigation ~~CostsExpenses Payment~~ less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other ~~ClassPlaintiff's~~ Counsel arising from any claim to any portion any ~~Attorneys' FeesClass Counsel Fee Payment~~ and/or ~~Class Counsel~~ Litigation ~~CostsExpenses Payment~~. The Administrator will pay the ~~Attorneys'Class Counsel Fees Payment~~ and ~~Litigation CostsClass Counsel Expenses Payment~~ using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the ~~Attorneys'Class Counsel Fees Payment~~ and ~~the Class Counsel~~ Litigation ~~CostsExpenses Payment~~ and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3. ~~To the Administrator: The AdministrationAn Administrator~~ Expenses Payment not to exceed ~~xxEleven Thousand Seven Hundred Dollars and Zero Cents (\$11,700.00)~~, except for a showing of good cause and as approved by the Court. ~~Defendants will not oppose requests for these payments provided that do not exceed this amount.~~ To the extent the Administration Expenses ~~Payment~~ are less or the Court approves payment less than ~~\$xx11,700.00~~, the Administrator will retain the remainder in the Net Settlement Amount.-

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

3.2.4.1. Tax Allocation of Individual Class Payments. ~~xx33%~~ of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. ~~xxThe 67%~~ of each Participating Class Member's Individual Class Payment will be allocated to ~~settlement of claims for~~ interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

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

3.2.5. ~~To the LWDA and Aggrieved Employees: PAGA,PaymentPenalties~~ in the amount of ~~\$xxTwenty Five Thousand Dollars and Zero Cents (\$25,000.00)~~ to be paid from the Gross Settlement Amount, with 75% ~~(xx)%~~, or ~~Eighteen Thousand Seven~~

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Hundred Fifty Dollars and Zero Cents (\$18,750.00), allocated to the LWDA
PAGA Payment and 25% (xx)%, or Six Thousand Two Hundred Fifty Dollars and
Zero Cents (\$6,250.00), allocated to the Individual PAGA Payments.

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- 3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Payment-xxPenalties by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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- 3.2.5.2. If the Court approves PAGA PaymentPenalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

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4. SETTLEMENT FUNDING AND PAYMENTS.

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- 4.1. Class Workweeks and Aggrieved Employee PAGA-Pay Periods. Based on a review of its records to date, Defendants estimate ~~that~~ there are xx496 Class Members who collectively worked a total of xx23,319 Workweeks, and xx307 Aggrieved Employees who worked a total 5,730 of xx PAGA Pay Periods.

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

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- 4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendants' share of payroll taxes by transmitting the funds to the Administrator no later than xxfourteen (14) calendar days after the ~~court's approval of the settlement or exhaustion of any appeal, whichever is later~~ Effective Date.

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- 4.4. Payments from the Gross Settlement Amount. Within xxfourteen (14) calendar days after Defendants ~~funds~~ fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA

PAGA Payment, the Administration Expenses Payment, Attorneys' the Class Counsel Fees and Payment, the Class Counsel Litigation Costs Expenses Payment, and the Class Representative Service Payment. Disbursement of the Attorneys' Class Counsel Fees and Payment, the Class Counsel Litigation Costs Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

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4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The Individual Class Payments and Individual PAGA Payments shall remain valid and negotiable for one hundred eighty (180) calendar days from issuance. The face of each check shall prominently state the date (180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

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4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within ~~xxseven~~ (7) days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

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

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

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5. **RELEASES OF CLAIMS.** Effective on the Funding date when Defendants fully fund the entire Gross Settlement Amount and fund all employer payroll taxes owed on the Wage

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Portion of the Individual Class Payments, Plaintiff, Participating Class Members, and the Aggrieved Employees Class Counsel will release claims against all Released Parties as follows:

Plaintiff's Release. Plaintiff and her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiff's PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1 Plaintiff's Release. In addition to the Released Class Claims, Released PAGA Claims, and as a material inducement to Defendants to enter into the Settlement, Plaintiff agrees to completely release and discharge Defendants and the Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses relating to Plaintiff's employment with or work for Defendants or the remuneration for or termination of such employment.

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

-A general release does not extend to claims that the creditor or releasing party [i.e. Plaintiff] does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party- [i.e. Defendants].

5.2 Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from xx.

5.3 Release by Aggrieved Employees: As of the Funding Date, all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from xx.

5.2 Release by Participating Class Members: Upon entry of final judgment and funding of the Gross Settlement Amount, Defendants and the Released Parties shall be entitled to

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a release from the Class Members of all class claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, or causes of action contingent or accrued for, that are alleged in the operative complaint, or which could have been alleged in the operative complaint based on the facts alleged, which occurred during the Class Period, including any claims for : (1) Unfair Competition; (2) Failure to Pay Minimum Wages; (3) Failure to Overtime Wages; (4) Failure to Provide Required Meal Periods; (5) Failure to Provide Required Rest Periods; (6) Failure to Provide Accurate Itemized Wage Statements; (7) Failure to Provide Wages When Due; and (8) Failure to Reimburse Employees for Required Expenses; including but not limited to compensatory damages; economic and/or special damages; premium wages; premium pay; penalties; attorneys' fees; interest; and litigation costs (collectively the "Released Claims"). The Released Claims expressly exclude all other claims, including claims for vested benefits, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period. Claims for PAGA penalties are separately released hereinbelow.

5.3 Release by Aggrieved Employees: Upon entry of final judgment and funding of the Gross Settlement Amount, Defendants shall be entitled to a release from the PAGA Class Members of all PAGA claims that are alleged in the operative complaint and Plaintiff's PAGA Notice and Amended Notice to the LWDA, or which could have been alleged based on the facts asserted, which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.

6. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

6.1 Defendants' Declaration in Support of Preliminary Approval. Within ~~xxfourteen~~ (14) calendar days of the full execution of this Agreement, Defendants will prepare and deliver to Class Counsel a signed Declaration from Defendants and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In their Declarations, Defense Counsel and Defendants 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.

6.2 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; ~~and~~ (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class

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Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (including the initial notice and amended notices of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (1)(1)), and this Agreement (Labor Code section 2699, subd. (1)(2)); (vi) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; (1)(2); and (vii) 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.

6.3 Responsibilities of Counsel. Class Counsel is and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than ~~xx~~thirty (30) calendar 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.

6.4 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.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected ~~xx~~APEX Class Action, LLC to serve as the Administrator and verified that, as a condition of appointment, ~~xx~~APEX Class Action, LLC, 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 ~~Payment~~. 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.

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

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7.3 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.

7.4 Notice to Class Members.

7.4.1 No later than ~~three~~ ~~(3)~~ five (5) 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, PAGA Members, Workweeks, and PAGA Pay Periods in the Class Data.

7.4.2 Using best efforts to perform as soon as possible, and in no event later than fourteen (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 Class Notice, with Spanish ~~translation, if applicable~~ and Chinese translations, substantially in the form attached to this Agreement as Exhibit A. 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 Member, and the number of Workweeks and PAGA Pay Periods ~~(if applicable)~~ used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

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

7.4.4 The deadlines for Class Members’ written objections, Challenges to Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional ~~xxfourteen (14)~~ days beyond the ~~xxResponse Deadline, i.e., forty-five (45) calendar days, otherwise provided in after, the Class Notice~~ Administrator mails the notice, for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5 If the Administrator, Defendants, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than ~~xxfourteen (14)~~

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calendar days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

7.5 Requests for Exclusion (Opt-Outs).

7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than ~~xx~~the Response Deadline, i.e., forty-five (45) calendar days after the Administrator mails the Class Notice (plus an additional ~~xx~~fourteen (14) days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address, and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

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

7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under ~~Paragraphs~~ xxParagraph 5.2 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4 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. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph ~~xx~~5.3 of this Agreement and are eligible for an Individual PAGA Payment.

~~7.5.5 -- xx --~~

7.6 Challenges to Calculation of Workweeks. Each Class Member shall have ~~xx~~forty-five (45) calendar days after the Administrator mails the Class Notice (plus an additional ~~xx~~(14) calendar days for Class Members whose Class Notice is re-mailed) to challenge

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the number of Class Workweeks and PAGA Pay Periods, ~~(if any)~~ allocated to the Class Member in the Class Notice. The Class Member 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 Workweeks 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 Workweeks 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 Workweeks and/or ~~PAGA~~ Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

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7.7 Objections to Settlement.

7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the ~~Attorneys' Class Counsel~~ Fees and ~~Payment, Class Counsel~~ Litigation ~~Costs Expenses Payment~~ and/or Class Representative ~~Service~~ Payment.

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7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than ~~xxforty-five (45)~~ days after the Administrator's mailing of the Class Notice (plus an additional ~~xxfourteen (14)~~ days for Class Members whose Class Notice was re-mailed).

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

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

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

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7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than ~~xxfive (5) calendar~~ days after the expiration of the deadline

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for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing: (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; and (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or ~~PAGA~~ Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

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7.8.4 Workweek and/or ~~PAGA~~ 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 Workweeks and/or ~~PAGA~~ Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.

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7.8.5 Administrator’s Declaration. Not later than ~~xxfourteen (14) calendar~~ days before the ~~date by which Plaintiff are required to file the~~ hearing on Plaintiff’s 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 Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, 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 high, low, and average Individual Class Payments, and the high, low, and average Individual PAGA Payments.~~ 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.

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7.8.6 Final Report by Settlement Administrator. Within ~~xx~~ten (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 ~~xx~~fifteen (15) calendar 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~~ Administrator's declaration in Court.

8. **CLASS SIZE ESTIMATES, and ESCALATOR CLAUSE.** Based on its records, Defendants ~~estimates~~ estimate that, as of the date of this Settlement Agreement, (1) there are ~~XX496~~ Class Members and ~~xx23,319~~ Total Workweeks during the Class ~~Period~~ period and (2) there were ~~XX307~~ Aggrieved Employees who worked ~~XX5,730~~ Pay Periods during the PAGA Period. Not later than seven (7) calendar days prior to the deadline for filing of the motion for preliminary approval of the settlement, Defendants will provide a declaration under penalty of perjury confirming the number of applicable Class Members and Total Workweeks they worked during the Class Period. At that time, if the Total Workweeks increases by more than 10% of the estimate stated herein, the Gross Settlement Amount will increase proportionally for the number of workweeks over 10%. For example, if the number of Total Workweeks in the Class Period worked by the Class Members exceeds 23,319 by 11%, then the Gross Settlement Amount will increase by 1%.

9. **DEFENDANTS' RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds ~~xx10%~~ of the total of all Class Members, Defendants may, but ~~is~~ are not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendants withdraw, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendants will remain responsible for paying all Settlement Administration Expenses ~~Payment~~ incurred to that point. Defendants must notify Class Counsel and the Court of its election to withdraw not later than ~~xx days within learning this information~~ seven (7) days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

10. **MOTION FOR FINAL APPROVAL.** Not later than ~~xxsixteen (16)~~ court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than ~~xxseven (7) calendar~~ 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.

- 10.1 **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 ~~xxfive (5) court~~ days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

- 10.2 **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

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necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Attorneys'Class Counsel Fees andPayment, Class Counsel Litigation CostsExpenses Payment, and/or AdministrationAdministrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

10.3 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.

10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Attorneys'Class Counsel Fees Payment and Class Counsel Litigation CostsExpenses Payment reflected 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 appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

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

11. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

11.12. ADDITIONAL PROVISIONS.

11.12.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have

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merit or that Defendants ~~hashave~~ any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendants ~~reservesreserve~~ the right to contest certification of any class for any reasons, and Defendants ~~reservesreserve~~ all available defenses to the claims in the Action, and Plaintiff ~~reservereserves~~ the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

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~~11.2~~ Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendants and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency.

~~12.2~~ Each Party agrees to immediately notify ~~eachthe~~ other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendants and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

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~~11.3~~~~12.3~~ No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

~~11.4~~~~12.4~~ Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding ~~any and~~ all oral representations, warranties, covenants, or inducements made to or by any Party.

~~11.5~~~~12.5~~ Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take

all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

~~11.6~~12.6 Cooperation. ~~The Parties will work together expeditiously to obtain preliminary and final approval of this settlement~~The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

~~11.7~~12.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

~~11.8~~12.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

~~11.9~~12.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

~~11.10~~12.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

~~11.11~~12.11 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.

~~11.12~~12.12 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.

~~11.13~~12.13 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.

~~12.14~~ 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 ninety (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 makesmake a written request to Class Counsel for the return, rather than the destructions, of Class Data.

~~11.14~~

~~11.15~~ 12.15 **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.

~~11.16~~ 12.16 **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 weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

~~11.17~~ 12.17 **Notice.** All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

~~JCL LAW FIRM~~ Law Firm, APC
~~Jean-Claude Lapuyade, Esq.~~
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
T: 619-599-8292
jlapuyade@jcl-lawfirm.com

~~ZAKAY LAW GROUP, APLC~~

~~5440 Morehouse~~

To Defendants: ~~ATKINSON, ANDELSON, LOYA, RUUD & ROMO~~
~~Lauren S. Gafa, Esq.~~
~~Scott K. Dauscher, Esq.~~
~~12800 Center Drive South, Suite 3600~~
~~San Diego~~ ~~Cerritos, CA 92121~~ ~~90703-9364~~
T: 619-892-7095
F: 858-404-9203
Shani@zakaylaw.com

~~To Defendants:~~

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~~11.18~~12.18Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

~~11.19~~12.19Stay 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 process.

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IT IS SO AGREED TO AS TO FORM AND CONTENT BY PLAINTIFF:

Dated: _____, 2023 _____

~~For Plaintiff-XX~~

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Dated: _____, 2023 _____

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~~Shani O. Zakay~~
~~Zakay Law Group, APLC~~
~~Attorney for Plaintiff~~

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Dated: _____, 2023 _____

~~Jean-Claude Lapuyade~~
~~The JCL Law Firm, APC~~
~~Attorney for Plaintiff~~

IT IS SO AGREED TO AS TO FORM AND CONTENT BY DEFENDANTS:

Dated: _____, 2023 _____

~~For Defendants~~

~~XX~~

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Dated: _____, 2023 _____

~~XX~~
~~Attorney for Defendants~~

Exhibit

|

|

Counsel For Plaintiff

Counsel For Defendants

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EXHIBIT “A”

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CLASS NOTICE

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

xx

Lai v. Sunmerry California Inc., et al. Case No. 22STCV12086

*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 ~~xx~~ ("Sunmerry California Inc.; Sunmerry Gardena LLC; Sunmerry Monterey Park LLC; and Sunmerry Santa Anita LLC (abbreviated name "Defendants")" is used herein as a placeholder) for alleged wage and hour violations. The Action was filed by ~~xx~~ Defendants' former employee Sarina Yuan Jong Lai ("Plaintiff") and seeks payment of (1) back wages and other relief for a class of ~~xx~~ non-exempt employees ("Class Members") who worked for Defendants during the Class Period (~~xx~~ June 30, 2018 to April 17, 2023); and (2) penalties under the California Private Attorney Attorneys General Act ("PAGA") for ~~xx~~ all non-exempt employees who worked for Defendants during the PAGA Period (April 8, 2021 to April 17, 2023) ("Aggrieved Employees").

The proposed ~~settlement~~ 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 \$ ~~XX~~ (less withholding) and your Individual PAGA Payment is estimated to be \$ ~~XX~~**. The actual amount you may receive ~~may~~ 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 ~~did not~~ didn't work during the PAGA Period.)

The above estimates are based on Defendants' records showing that **you worked ~~XX~~ workweeks** during the Class Period; and **you worked ~~XX~~ PAGA Pay Periods** ~~workweeks~~ during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section **4** of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and

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Aggrieved Employees to give up their rights to assert certain claims against Defendants.

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

- (1) **Do Nothing.** You ~~do not~~don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendants.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendants, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

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 wage claims against Defendants that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement	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. 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.
The Opt-out Deadline is _____	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 Claims (defined below).

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Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. 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.
Written Objections Must be Submitted by	
You Can Participate in the Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____. You do not 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. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many PAGA Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Period
Written Challenges Must be Submitted by	Pay Periods you worked according to Defendants’ records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.

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1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendants. The Action accuses Defendants of violating California labor laws by ~~xx-failing to pay overtime wages, minimum wages, wages due upon termination and reimbursable expenses and failing to provide meal periods, rest breaks and accurate itemized wage statements.~~ Based on the same claims, Plaintiff ~~have~~has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiff ~~are~~is represented by attorneys in the Action:

~~The~~ JCL Law Firm, APC, ~~and the~~ Zakay Law Group, APLC (“Class Counsel.”)

Defendants strongly deny violating any laws or failing to pay any wages and ~~contends it~~contend ~~they~~ complied with all applicable laws.

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

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

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

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

1. ~~Gross Settlement Amount.~~ Defendants Will Pay \$~~xx~~475,000.00 as the Gross Settlement Amount (“~~Gross Settlement Amount~~”). Defendants have agreed to deposit the Gross Settlement ~~Amount~~ into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement ~~Amount~~ to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendants will fund the Gross Settlement ~~Amount~~ not more than ~~xx~~fourteen (14) calendar days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating

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Class Members object to the proposed Settlement or the Judgment is appealed.

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

A. Up to ~~xx~~ ~~(xx%~~158,333.33 (One-third of the Gross Settlement ~~Amount~~) to Class Counsel for attorneys' fees and up to ~~xx~~25,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

B. Up to ~~xx~~10,000.00 to the ~~Class Representative~~Plaintiff as a Class Representative ~~Payment~~Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than ~~each~~ Plaintiff's ~~respective~~ Individual Class Payment and any Individual PAGA Payment.

C. Up to ~~xx~~11,700.00 to the Administrator for services administering the Settlement.

D. Up to ~~xx~~25,000.00 for PAGA ~~Payment~~, ~~allocated~~Penalties, with allocations of 75% to the LWDA ~~Payment~~ and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA ~~Period~~ Pay Periods.

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

3. 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 Settlement ~~Amount~~ (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

4. Taxes Owed on Payments to Class Members. Plaintiff and Defendants are asking the Court to approve an allocation of ~~xx~~33% of each Individual Class Payment to taxable wages ("Wage Portion") and ~~xx~~67% to ~~interests~~interest and ~~statutory~~ penalties ("Non-Wage Portion~~:-)~~"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

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5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you ~~do not~~don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

If the monies represented by your check ~~are~~is sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than MONTH XX, 202X, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by MONTH XX, 202X, the 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. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendants.-

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

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

8. Administrator. The Court has appointed a neutral company, ~~**APEX CLASS ACTION, LLC~~ (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

9. Participating Class Members' Release. After the Judgment is final and Defendants have fully funded the Gross Settlement ~~Amount~~, and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or related entities for wages based on the Class Period facts and PAGA ~~Payment penalties~~ based on PAGA Period facts, as alleged in the Action and resolved by

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this Settlement.

The Participating Class Members will be bound by the following release: ~~all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from xx.~~

~~Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendants, has paid the Gross Settlement Amount (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Defendants, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendants or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.~~

Upon entry of final judgment and funding of the Gross Settlement Amount, Defendants and the Released Parties shall be entitled to a release from the Class Members of all class claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, or causes of action contingent or accrued for, that are alleged in the operative complaint, or which could have been alleged in the operative complaint based on the facts alleged, which occurred during the Class Period, including any claims for: (1) Unfair Competition; (2) Failure to Pay Minimum Wages; (3) Failure to Overtime Wages; (4) Failure to Provide Required Meal Periods; (5) Failure to Provide Required Rest Periods; (6) Failure to Provide Accurate Itemized Wage Statements; (7) Failure to Provide Wages When Due; and (8) Failure to Reimburse Employees for Required Expenses; including but not limited to compensatory damages; economic and/or special damages; premium wages; premium pay; penalties; attorneys' fees; interest; and litigation costs (collectively the "Released Claims"). The Released Claims expressly exclude all other claims, including claims for vested benefits, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period. Claims for PAGA penalties are separately released.

10. Aggrieved Employees' PAGA Release. Upon entry of final judgment and funding of the Gross Settlement Amount, Defendants shall be entitled to a release from the PAGA Class Members of all PAGA claims that are alleged in the operative complaint and Plaintiff's PAGA Notice and Amended Notice to the LWDA, or which could have been alleged based on the facts asserted, which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period. The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from ~~xx~~all claims for PAGA penalties that were alleged, or reasonably

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could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, the PAGA Notice, the Amended PAGA Notice, and ascertained in the course of the Action.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$~~xx~~25,000.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/PAGA-Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendants' records, are stated in the first page of this Notice. You have until MONTH XX, 202X to challenge the number of Workweeks and/or PAGA Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email, or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendants' calculation of Workweeks and/or PAGA-Pay Periods based on Defendants' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or PAGA-Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendants' Counsel. The Administrator's decision is final. You ~~cannot~~can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who ~~does not~~doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as ~~in~~ this Notice. If you change your

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address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

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

Submit 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. 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 ~~xx~~*Lai v. Sunmerry California Inc., et al.*, 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. **The Administrator must receive be sent your request to be excluded by MONTH XX, 202X, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendants are asking the Court to approve. At least ~~twenty-eight (28)~~*sixteen (16)* days before the **MONTH XX, 202X** Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for ~~Attorneys' Fees and~~ *Attorneys' Fees and* Litigation ~~Costs~~*Expenses* and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative *Service* Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website ~~www. .com or the Court's website~~ *https://www.lacourt.org/casesummary/ui/-* (url) or the Court's website *https://www.lacourt.org*.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for ~~Attorneys' Fees and~~ *Attorneys' Fees and* Litigation ~~Costs~~*Expenses* and Service Award may wish to object, ~~for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low.~~ *The deadline for sending written objections to the Administrator is MONTH XX, 202X.* Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action ~~xx~~*Lai v. Sunmerry California, Inc., Los Angeles Superior Court, Case Number 22STCV12086* and include your name, current address, telephone number, and approximate dates of employment for Defendants and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready 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

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Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on **MONTH XX, 202X** at **XX:XX am/pm** (time) in Department **71** of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement **Amount** will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

~~It is~~It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website www.jcl-lawfirm.com 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 ~~**APEX CLASS ACTION, LLC'S~~ website at www.jcl-lawfirm.com (url). 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 <https://portal.sescourt.org/search> (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. **22STCV3442722STCV12086**. You can also make an appointment to personally review court documents in the Clerk's Office at the ~~Los Angeles Superior Court~~Spring Street Courthouse by calling (213) 830-0800.

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

Class Counsel:

Jean-Claude Lapuyade, Esq.

jlapuyade@jcl-lawfirm.com

JCL ~~LAW FIRM~~Law Firm, APC

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

T: (619-599) 99-8292

Shani O. Zakay, Esq.

Shani@zakaylaw.com

Zakay Law Group, ~~jlapuyade@jcl-lawfirm.com~~

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ZAKAY LAW GROUP, APLC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121

T: 619-892-7095
F: 858-404-9203
Shani@zakaylaw.com

Settlement Administrator:
APEX CLASS ACTION,
LLC,

20371 Irvine Avenue
Newport Beach, CA
92660
(949) 690-2564

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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 at https://www.sco.ca.gov/upd_msg.html for instructions on how to ~~retrieve the~~ receive your funds.

11. WHAT IF I CHANGE MY ADDRESS?

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

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EXHIBIT 3

Zakay Law Group, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 255-9047
Fax: (858) 404-9203

1. Firm Practice Areas:

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

2. Attorney Shani O. Zakay Biography:

• **PRACITCE AREAS**

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, Civil Litigation, Business Litigation, Corporate/Business General Counsel Advice.

• **BAR ADMISSIONS, MEMBERSHIPS & BOARDS**

State of California (all courts)

United States District Court for the District of California (all courts)

• **PROFESSIONAL EXPERIENCE**

ZAKAY LAW GROUP, APLC, San Diego, CA

Founder, April 2018

SILLDORF LAW, LLP, San Diego, CA (now known as Berding & Weil)

Partner, January 2012 – March 2018

• **EDUCATION**

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA

Juris Doctor, *magna cum laude*, April 2011

Honors: Dean's List: Spring 2009, Fall 2009, Spring 2010, Fall 2010, Spring 2011.

Academic Achievement Awards: Advanced Legal Research, Constitutional Law II, Criminal Procedure, Insurance Law & Litigation, Law Office Technologies, Property II, Products Liability, Trusts & Estates.

Activities: Associate Editor, *California Western Law Review*

Legal Skills Honor Instructor for Professor Leslie Culver

Vice President, Jewish Student Union

SAN DIEGO STATE UNIVERSITY, San Diego, CA

Bachelor of Science, Business Administration, Management, *cum laude*, May 2008

Honors: Dean's List: Spring 2007 and Fall 2007

• **COMMUNITY SERVICE**

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA

Spring 2016, 2018

Moot Court Judge

COMMUNITY LAW PROJECT, San Diego, CA

October 2018 – Present

Volunteer Attorney on Employment Matters

3. Attorney Jackland K. Hom Biography:

• **PRACTICE AREAS**

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

• **BAR ADMISSIONS, MEMBERSHIPS & BOARDS**

State of California (all courts)

United States District Courts of California (all courts)

- **PROFESSIONAL EXPERIENCE**

ZAKAY LAW GROUP, APLC, San Diego, CA
Associate, January 2021 - present

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP, San Diego, CA
Associate, November 2019 – September 2020

- **EDUCATION**

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA
Juris Doctor, April 2019

Honors: Dean's List: Fall 2017, Spring 2018.

Academic Achievement Awards: Advanced Prosecution Function.

Activities: Senior Editor, *California Western Law Review*

President, Asian Pacific American Law Students Association

UNIVERSITY OF CALIFORNIA, RIVERSIDE, Riverside, CA
Bachelor of Arts: Political Science, English Literature, June 2015
Honors: Dean's List

4. **Attorney Julieann Alvarado Biography:**

- **PRACTICE AREAS**

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

- **BAR ADMISSIONS, MEMBERSHIPS & BOARDS**

State of California (all courts)

- **PROFESSIONAL EXPERIENCE**

ZAKAY LAW GROUP, APLC, San Diego, CA
Associate, January 2022 – present

GOMEZ TRIAL ATTORNEYS, San Diego, CA
Trial Attorney, January 2021 – December 2021

- **EDUCATION**

UNIVERSITY OF SAN DIEGO SCHOOL OF LAW, San Diego, CA

Juris Doctor, *cum laude*, May 2020

Honors: Dean's Honor Scholarship Recipient (Renewed as 2L and 3L)

CALI Excellence for the Future Award: Legal Writing and Research I

Activities: President of External Affairs, Consumer Attorneys of USD
Competing Member, USD National Mock Trial Team

UNIVERSITY OF SOUTHERN CALIFORNIA, Los Angeles, CA

Bachelor of Arts: Psychology, *magna cum laude*, May 2017

Honors: Presidential Scholarship Recipient

Dean's List: Spring 2015-Spring 2017

5. **Attorney Jaclyn Joyce Biography:**

• **PRACTICE AREAS**

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

• **BAR ADMISSIONS, MEMBERSHIPS & BOARDS**

State of California (all courts)

• **PROFESSIONAL EXPERIENCE**

ZAKAY LAW GROUP, APLC, San Diego, CA
Associate, March 2023 – present

LIGHTGABLER, Camarillo, CA
Attorney, April 2019 – February 2023

WESTON & McELVAIN (now called Weston & Agness LLP), Los Angeles, CA
Attorney, June 2016 – April 2019

• **EDUCATION**

UCLA SCHOOL OF LAW, Los Angeles, CA

Juris Doctor, *May 2012*

NORTHWESTERN UNIVERSITY, Chicago, IL

Bachelor of Arts: Political Science; Bachelor of Arts: Psychology, 2005

6. **Lead Counsel – Class Action & Representative Cases:**

1. **Hubscher v. Bodyspirit, LLC**

Court	San Diego
Case No.	37-2016-00021261-CU-OE-CTL
Nature	Independent Contractor Misclassification
Status	Settled

2. **Henry v. InMotion Entertainment Group, LLC**

Court	San Francisco
Case No.	CGC-18-565643
Nature	Meal/Rest Break claims and overtime and regular rate claims
Status	Settled

3. **Moore v. Zirx Transportation**

Court	San Francisco
Case No.	CGC-18-566655
Nature	Independent Contractor Misclassification
Status	Settled

4. **Pasallo v. GSG Protective Services**

Court	San Diego
Case No.	37-2018-00037611-CU-OE-CTL
Nature	Meal/Rest Break claims
Status	Settled

5. Villaroman v. C.C.H.C.

Court	Orange County
Case No.	30-2018-01013128-CU-OE-CXC
Nature	Meal/Rest Break claims
Status	Settled

6. Flores v. Plastic Express

Court	Los Angeles
Case No.	BC719071
Nature	Meal/Rest Break and minimum wage claims
Status	Settled

7. Tressler v. Spoonful Management

Court	Los Angeles
Case No.	BC719405
Nature	Meal/Rest Break claims
Status	Settled

8. Leymaster v. Toms Sierra Company, Inc.

Court	Placer
Case No.	SCV0041735
Nature	Meal/Rest Break claims and overtime and regular rate claims
Status	Settled

9. Murphy v. Rockler Retailer Group, Inc.

Court	Sacramento
Case No.	34-2018-00241374
Nature	Overtime and regular rate claims and wrongful termination
Status	Settled

10. Bruemmer v. Tempur Retail Stores, LLC.

Court	Marin
Case No.	CIV1803646
Nature	Overtime and regular rate claims and wrongful termination
Status	Settled

11. Christina Cummings v. G6 Hospitality, LLC

Court	San Diego
Case No.	37-2018-00056207-CU-OE-CTL 19CV122 GPC LL
Nature	Overtime and Minimum Wage claims and Meal and Rest Breaks
Status	Settled

12. Nicolai Laguatan v. Prevent LSS

Court	San Diego
Case No.	37-2018-00057434-CU-OE-CTL
Nature	Overtime and Minimum Wage claims and Meal and Rest Breaks
Status	Settled

13. Lisa Ramirez v. Carefusion Resources, LLC

Court	San Diego
Case No.	37-2018-00058078-CU-OE-CTL 3:18-CV-02852-BEN-MSB
Nature	Overtime and Meal and Rest Breaks
Status	Settled

14. Charles Ornelas v. C&A Transportation Services

Court	San Diego
Case No.	37-2018-00061289-CU-OE-CTL
Nature	Minimum Wage and Meal/Rest Break claims
Status	Settled

15. Luz Marin v. California Marine Cleaning

Court	San Diego
Case No.	37-2018-00063483-CU-OE-CTL
Nature	Meal Break claims
Status	Settled

16. Christian Van Cleave v. Sunrise Senior Living Management

Court	San Diego
Case No.	37-2018-00061960-CU-OE-CTL 19CV0044BEN NLS
Nature	Regular rate and meal premium miscalculation
Status	Settled

17. Heather McIntyre v. JRR Enterprises

Court	Sacramento
Case No.	34-2019-00251220
Nature	Overtime and Meal and Rest Periods
Status	Settled

18. Lori Phipps v. Soapy Joe's

Court	San Diego
Case No.	37-2019-00017673-CU-OE-CTL
Nature	Tip Polling and Meal and Rest Periods
Status	Settled

19. Heather Broughton v. NFG San Francisco, LLC

Court	San Francisco
Case No.	CGC-19-574657
Nature	Meal and Rest Breaks
Status	Settled

20. Marcos Antonios v. Interface Rehab, LLC

Court	Orange County
Case No.	30-2019-01067547-CU-OE-CXC
Nature	Meal and Rest Breaks and Reporting Time Violations
Status	Settled

21. Tiffany Rodriguez v. Circle K

Court	Riverside
Case No.	RIC 1901407 5:19-cv-00469
Nature	Overtime Wage and Meal/Rest Break claims
Status	Settled

22. Derik Scott et al. v. Ultimate Performance

Court	Los Angeles
Case No.	19STCV22823
Nature	Piece Rate Pay violations
Status	Settled

23. Raymond Frazier v. Asa Carlton

Court	San Diego
Case No.	37-2019-00036147-CU-OE-CTL
Nature	Overtime Wages
Status	Settled

24. John Moreno v. Da Kitchen

Court	San Diego
Case No.	37-2019-00024885-CU-OE-CTL
Nature	Overtime Wage and Meal/Rest Break claims
Status	Settled

25. Penny Lane v. International Aero Clubs, LLC

Court	San Diego
Case No.	37-2019-00021793-CU-OE-CTL
Nature	Meal and Rest Breaks and Regular Rate Miscalculation
Status	Settled

26. Amber Price v. DMSD Restaurants

Court	San Diego
Case No.	37-2019-00024062-CU-OE-CTL
Nature	Meal and Rest Break violations
Status	Settled

27. Jamaal Johnson v. Volt Management Corp

Court	Los Angeles
Case No.	19STCV16466
Nature	On Duty Meal Break violations
Status	Settled

28. Ezzat Menias v. All American Private Security

Court	Orange County
Case No.	30-2019-01085120-CU-OE-CXC
Nature	On Duty Meal Break violations
Status	Settled

29. Mark Connor v. Ascendant Marketing

Court	San Diego
Case No.	37-2019-00026864-CU-OE-CTL
Nature	Minimum Wage violations
Status	Settled

30. Niki Nunez v. Home Depot

Court	San Joaquin
Case No.	STK-CV-406-2019-6656
Nature	Overtime Wages violations
Status	In Litigation

31. Alma Salazar v. Frontier Toyota

Court	Los Angeles
Case No.	19STCV20382
Nature	Rest Break violations
Status	Settled

32. Josefina Garces v. Kar Auction Services

Court	Los Angeles
Case No.	19STCV28489
Nature	Rest Break violations
Status	Settled

33. Madison Weiss v. Niznik Behavior

Court	San Diego
Case No.	37-2019-00039441-CU-OE-CTL
Nature	Meal and Rest Break violations
Status	Settled

34. Jimmy Mack v. ERM Enterprises

Court	Sacramento
Case No.	2019-00262259
Nature	Meal and Rest Break violations
Status	Settled

35. Josefina Garces v. DriverDo

Court	Los Angeles
Case No.	19STCV32773
Nature	Independent Contractor Misclassification
Status	In Litigation

36. Perseus Porras v. Tantalum Restaurant

Court	Los Angeles
Case No.	19STCV31015
Nature	Unpaid Wages + Missed Meal/Rest Breaks
Status	Settled

37. Dorcena Deutsch v. Scripps

Court	San Diego
Case No.	37-2019-00036333-CU-OE-CTL
Nature	Regular Rate Miscalculation for Nurses
Status	Settled

38. Josalyn O'Quinn v. Laugh Factory

Court	Los Angeles
Case No.	19STCV28155
Nature	Regular Rate Miscalculation, Wage Theft
Status	In Litigation

39. Nicholas Leon v. Miller Event Management

Court	San Luis Obispo
Case No.	19CV-0435
Nature	Meal/Rest Breaks, Reporting Time, 2802
Status	Settled

40. Aaris Watts v. TRL Systems

Court	Orange County
Case No.	30-2019-01102457-CU-OE-CXC
Nature	Meal/Rest Breaks, Reporting Time
Status	Settled

41. Faith Smith v. Island Pizza

Court	Contra Costa
Case No.	MSC19-01654
Nature	Meal/Rest Breaks, 226, 2802
Status	Settled

42. Johnathan Roa v. Otay Mesa Sales

Court	San Diego
Case No.	37-2019-00057735-CU-OE-CTL
Nature	Meal/Rest Breaks, 226
Status	Settled

43. Sabrina Ivon v. Sinclair Television of California

Court	Humboldt
Case No.	DR190699
Nature	Vaquero
Status	Settled

44. Jonathan Mitchell v. Mack Trucking

Court	San Bernardino
Case No.	CIVDS1928334
Nature	Independent Contractor Misclassification
Status	In Litigation

45. Curtis Edwards v. Resolve Group

Court	San Francisco
Case No.	CGC-19-579095
Nature	Meal & Rest Breaks + 2802
Status	In Litigation

46. Elena Kiseleva v. TotalMed Staffing, Inc

Court	Santa Clara
Case No.	19CV354635
Nature	Overtime + Meal and Rest Breaks
Status	Settled

47. Richard Jer Vang v. Bridge Property Management

Court	Alameda
Judge	Winfred Smith
Nature	Off the clock work, regular rate miscalc.
Status	Settled

48. Madison Marrero v. Stat Med

Court	Alameda
Case No.	HG19043214
Nature	Unpaid Overtime + Meal/Rest Breaks
Status	In Litigation

49. Brian Reyes v. Stowasser Buick-GMC

Court	Santa Barbara
Case No.	19CV06183
Nature	Vaquero
Status	Settled

50. Erik Foss v. Anderson Hospitality, Inc.

Court	Shasta
Case No.	195317
OPC	Wood Smith – Andrew Kleiner
Nature	Meal and Rest Breaks, Regular Rate
Status	In Litigation

51. Griselda Duran v. EmployBridge

Court	Kern
Case No.	BCV-20-101583
Nature	Regular Rate, 226
Status	In Litigation

52. Luis Rendon v. Healthcare Investments, Inc.

Court	Los Angeles
Case No.	20STCV39775
Nature	Meal and Rest Breaks
Status	In Litigation

53. Richard Melead v. TVI, Inc.

Court	Orange
Case No.	30-2020-01140887-CU-OE-CXC
Nature	Regular Rate, 226 (Magadia)
Status	Settled

54. David Spencer v. Asset Gas, Inc.

Court	San Diego
Case No.	37-2020-00024642-CU-OE-CTL
Nature	Meal and Rest Breaks
Status	Settled

55. Thomas Haven v. California Vocations, Inc.

Court	Butte
Case No.	20CV01514
Nature	Regular Rate + Meal and Rest Breaks
Status	In Litigation

56. Estefania Renteria v. Love's Country

Court	Kern
Case No.	BCV-20-101260
Nature	226
Status	In Litigation

57. Rachel Latin v. OneMain General Services Corp.

Court	Stanislaus
Case No.	CV-20-002498
Nature	Dart + Magadia
Status	In Litigation

58. Kalaina Dula v. 2 Kings Gaming, Inc.

Court	Merced
Case No.	#20CV-02289
Nature	Meal and Rest Breaks
Status	In Litigation

59. Jie Xu v. HT Multinational

Court	San Bernardino
Case No.	CIV-DS2015679
Nature	Exempt Misclassification
Status	In Litigation

60. Yvette Molina v. Hawaiian Airlines

Court	Los Angeles
Case No.	20STCV28079
Nature	Meal and Rest + Magadia
Status	In Litigation

61. Reinald Pillsbury v. T & T Restaurants CA

Court	Del Norte
Case No.	CVUJ-2020-1214
Nature	Meal/Rest Breaks + Regular Rate
Status	Settled

62. Luis de Jesus v. Guardian Angel Home Care

Court	San Diego
Case No.	37-2020-00021049-CU-OE-CTL
Nature	Piece-Rate
Status	In Litigation

63. Charles Sandlin v. Secure Nursing Services, Inc.

Court	Los Angeles
Case No.	20STCV25675
Nature	Regular Rate
Status	Settled

64. Gabriel Mendez v. Bondz, Inc.

Court	San Joaquin
Case No.	STK-CV-UOE-2020-0007486
Nature	Piece-Rate
Status	In Litigation

65. James Conley v. Siskiyou Forest Products

Court	Shasta
Case No.	195819
Nature	Regular Rate and Meal/Rest Breaks + 226
Status	In Litigation

66. Alex Castellanos v. Southwest Patrol

Court	San Diego
Case No.	37-2020-00024905-CU-OE-CTL
Nature	Augutus
Status	Settled

67. Damien Hampton v. Pegasus Investors

Court	Sacramento
Case No.	34-2020-00281394-CU-BT-GDS
Nature	Unlawful Housing
Status	In Litigation

68. Tamara Perkins v. FSEI

Court	Sacramento
Case No.	34-2020-00287054
Nature	Regular Rate
Status	Settled

69. Rodney Stovall v. Javelin Logistics Company

Court	Alameda
Case No.	RG20075705
Nature	Meal / Rest Breaks
Status	In Litigation

70. Gabrielle Boyd v. Bluestone Lane Holdings, LLC

Court	San Francisco
Case No.	CGC-20-585787
Nature	Tip Pooling ; Magadia
Status	Settled

71. Elias Kaser v. Aviation Consultants, Inc.

Court	Orange County
Case No.	
Nature	Meal / Rest Breaks, Regular Rate
Status	Settled

72. Christopher Chacon v. Panda Motors, Inc.

Court	San Bernardino
Case No.	CIV DS2022220
Nature	Regular Rate
Status	In Litigation

73. Willie Lang v. Pathways

Court	San Diego
Case No.	37-2019-00049969
Nature	Off the Clock
Status	In Litigation

74. Norma Reyes v. Simpson Garden Grove, Inc.

Court	Orange
Case No.	30-2020-0117564-CU-OE-CJC
Nature	Meal / Rest Breaks
Status	Settled

75. Daniel Jacobs v. Rush Media Company

Court	Los Angeles
Case No.	20STCV32350
Nature	Independent Contractor Misclassification
Status	Litigation

76. Luis Ledesma v. TVJ Sons I, Inc.

Court	Santa Barbara
Case No.	20CV03573
Nature	Vaquero
Status	Settled

77. Kevin Cianfarani v. Career Strategies Temporary, Inc. (MPI)

Court	Los Angeles
Case No.	
Nature	Off the clock work
Status	Settled

78. Hector Avitia v. LAZ Parking

Court	San Diego
Case No	37-2020-00030133-CU-OE-CTL
Nature	Magadia + Augustus
Status	Litigation

79. Sukhraj Kaur v. ACES 2020, LLC

Court	Contra Costa
Case No.	C20-02482
Nature	Meal/Rest Breaks, 2802
Status	Litigation

80. Boaventura v. Rei Do Gado

Court	Contra Costa
Case No.	37-2020-00032342-CU-OE-CTL
Nature	Meal/Rest Breaks, 2802
Status	Litigation

81. James Rachal v. ELG Metals, Inc.

Court	Los Angeles
Case No.	20STCV45861
Nature	Meal/Rest Breaks, Regular Rate
Status	Litigation

82. Evelyn Nwansi v. Princeton Healthcare Center, LLC

Court	Alameda
Case No.	RG20083664
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	Litigation

83. Michael Ashlock v. Advantis Medical Staffing

Court	San Diego
Case No.	37-2020-00022305-CU-OE-CTL
Nature	Regular Rate
Status	Settled

84. Moe Popal v. Ameriprise Auto & Home Insurance

Court	Riverside
Case No.	RIC2000006
Nature	Exempt/Non-Exempt Misclassification
Status	Settled

85. Mark Williams v. Web to Door

Court	San Francisco
Case No.	CGC-20-588382
Nature	Meal and Rest Break + Regular Rate
Status	Litigation

86. Jessica Barackman v. Teaz N Pleaz, Inc.

Court	El Dorado
Case No.	SC20200179
Nature	Meal/Rest Breaks, Seating
Status	Settled

87. Nicolas Neutall v. Urban Alchemy

Court	San Francisco
Case No.	CGC-20-588622
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	In Litigation

88. Courteney Arneson v. Bahn Thai, Inc.

Court	Sacramento
Case No.	34-2021-00295429
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	Settled

89. Carlos Cortez v. M & M Automotive Group, LLC.

Court	Alameda
Case No.	HG21086853
Nature	Violation of PAGA
Status	In Litigation

90. Christian Soltero v. Summit Pizza West, LLC

Court	San Diego
Case No.	37-2021-00001288-CU-OE-CTL
Nature	Meal/Rest Breaks, 2698
Status	Settled

91. Traci Pollinger v. Hoehn Motors, Inc.

Court	San Diego
Case No.	37-2021-00003888-CU-OE-CTL
Nature	Violation of PAGA
Status	In Litigation

92. Mohammad Alavicheh v. Suburban Buick GMC Cadillac, LLC

Court	Orange
Case No.	30-2021-01181315-CU-OE-CXC
Nature	Violation of PAGA
Status	In Litigation

93. Shasta Collins v. Hilton Management, LLC

Court	San Francisco
Case No.	CGC-21-590959
Nature	Violation of PAGA
Status	In Litigation

94. Amanda Hernandez v. Parenting Network, Inc.

Court	Tulare
Case No.	VCU287027
Nature	Meal/Rest Breaks, PAGA
Status	In Litigation

95. Richard Sanchez v. Salinas Lincoln Mercury, Inc.

Court	Monterey
Case No.	21CV001535
Nature	Violation of PAGA
Status	In Litigation

96. Doretha Jackson v. White Fir Holdings, LLC dba Midtown Oaks Post-Acute

Court	Sacramento
Case No.	34-2021-00301656
Nature	Meal/Rest Breaks, PAGA
Status	In Litigation

97. Gabriel Guzman Jr. v. Vulcan Materials Company

Court	San Diego
Case No.	30-2021-00052064-CU-OE-CTL
Nature	Violation of PAGA
Status	In Litigation

98. Pedro Rodriguez v. R.M. Parks Place, Inc.

Court	San Joaquin
Case No.	STK-CV-UOE-2021-0006050
Nature	Meal/Rest Breaks, PAGA
Status	In Litigation

99. Michael Harrington v. Genesis Private Security, Inc.

Court	Alameda
Case No.	RG21105476
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	In Litigation

100. David Ezell v. Diab Leasing, Inc.

Court	Sacramento
Case No.	34-2021-00305329
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	In Litigation

101. Joe Moreno v. Rambo, LLC

Court	San Francisco
Case No.	CGC-21-590959
Nature	Violation of PAGA
Status	In Litigation

102. Noemy Flores v. Aven Group, Inc.

Court	Los Angeles
Case No.	21STCV36642
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	In Litigation

103. Bria Ware v. Shake Shack Enterprise, LLC.

Court	Alameda
Case No.	21CV002063
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	In Litigation

104. Latisha Anderson v. Barton Meyers Associates, Inc.

Court	Los Angeles
Case No.	21STCV43314
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	In Litigation

105. Eduardo Ybarra v. Helzberg's Diamond Shops, LLC

Court	Alameda
Case No.	21CV003531
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	In Litigation

106. Jermell Jones v. Greenlawn Funeral Homes

Court	Kern
Case No.	BCV-21-102356
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	In Litigation

107. Chanda Young v. Breakfast Republic

Court	Los Angeles
Case No.	21SMCV01447
Nature	2699, 201, 202, 203
Status	In Litigation

108. Jesus Marin v. Chipotle Services, LLC.

Court	San Diego
Case No.	37-2021-00051618
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	In Litigation

109. Daniel Rosas v. WSD Engineering, Inc.

Court	Alameda
Case No.	RG21086699
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	In Litigation

110. Isaiah Davis v. RPM Juice, Inc.

Court	San Francisco
Case No.	21STCV14755
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	In Litigation

111. Amanda Hernandez v. Parenting Network

Court	San Joaquin
Case No.	VCU287027
Nature	Meal/Rest Breaks, Wage Statement Violations, PAGA
Status	Settled

112. Christiane Hilden v. Oakwood Village, Inc.

Court	Placer
Case No.	S-CV-0046676
Nature	PAGA
Status	Settled

113. Jose Garcia v. Ferma Greenbox

Court	Alameda
Case No.	RG21101104
Nature	Unpaid Wages, PAGA
Status	Settled

114. Brittney Jones v. ASD6

Court	San Diego
Case No.	37-2021-00016864-CU-OE-CTL
Nature	PAGA
Status	Settled

115. Richard Sanchez v. Salinas Lincoln Mercury

Court	Monterey
Case No.	21CV001535
Nature	PAGA
Status	In Litigation

116. Melina Wilson v. Spreen Honda

Court	San Bernardino
Case No.	CIVSB2119857
Nature	PAGA
Status	Settled

117. Anthony Lopez v. Ferro Automotive

Court	Solano
Case No.	FCS056580
Nature	PAGA
Status	In Litigation

118. Michael Nash v. K. Hovnanian

Court	Riverside
Case No.	RIC2003319
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	In Litigation

119. Katsiaryna Karnachova v. INTO North America, Inc.

Court	San Diego
Case No.	37-2021-00023758-CU-OE-CTL
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

120. Doretha Jackson v. White Fir Holdings, LLC

Court	Sacramento
Case No.	34-2021-00301656
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

121. Emily Tolosa v. Kensington Redwood City, LLC

Court	San Mateo
Case No.	21-CIV-03030
Nature	Meal/Rest Breaks, Unlawful Rounding, Unpaid Overtime, PAGA
Status	In Litigation

122. Gabriel Guzman v. Vulcan Materials Company

Court	San Diego
Case No.	37-2021-00024583-CU-OE-CTL
Nature	Unpaid Wages, PAGA
Status	Settled

123. Cristal Rodriguez v. EAH , Inc.

Court	Santa Cruz
Case No.	21CV00884
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

124. Natalie Chrestensen v. Northeastern Rural Health Clinics

Court	Lassen
Case No.	63703
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

125. Khozama Almahdi v. Vitamin Shoppe Industries

Court	Santa Clara
Case No.	20CV365150
Nature	PAGA
Status	Settled

126. Omar Vejar v. Fineline Woodworking, Inc.

Court	Orange
Case No.	30-2021-01208607-CU-OE-CXC
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

127. Janelle Harris v. 7Cuts, LLC

Court	Contra Costa
Case No.	MSC21-01375
Nature	Meal/Rest Breaks, Wage Statement Violations, PAGA
Status	Settled

128. Claudia Nunez v. The Whole Child

Court	Los Angeles
Case No.	21STCV25160
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	In Litigation

129. Jaqueline Nayyar v. Pizza Investment Entrepreneurs, LLC

Court	Solano
Case No.	FCS056804
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	In Litigation

130. Michael Harrington v. Genesis Private Security

Court	Alameda
Case No.	RG21105476
Nature	PAGA
Status	In Litigation

131. Robert Baray v. Curation Foods

Court	Santa Barbara
Case No.	21CV2834
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

132. James Aguilar v. T & K

Court	Santa Clara
Case No.	21CV384674
Nature	Meal/Rest Breaks, Unpaid Overtime, Untimely Payment of Wages, PAGA
Status	Settled

133. Arthur Gutierrez v. Anning Company

Court	Los Angeles
Case No.	21PSCV00785
Nature	Unpaid Wages, PAGA
Status	In Litigation

134. Pedro Rodriguez v. RM Parks

Court	San Joaquin
Case No.	STK-CV-UOE-2021-0006050
Nature	Unpaid Wages, Wage Statement Violations, PAGA
Status	Settled

135. Phillip Soto v. Niki Investments

Court	Orange
Case No.	30-2021-01213064-CU-OE-CXC
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

136. David Ezell v. Diab Leasing

Court	Sacramento
Case No.	2021-305329
Nature	Meal/Rest Breaks, Unpaid Overtime, Wage Statement Violations, PAGA
Status	Settled

137. John Icabalceta v. Integrated Protection Corp.

Court	Los Angeles
Case No.	21STCV28920
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	In Litigation

138. Jose Garcia v. Pacific Shellfish Inc.

Court	San Diego
Case No.	37-2021-00021898-CU-OE-CTL
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

139. Geneva Putman v. Winco Holdings, Inc.

Court	Sacramento
Case No.	2:21-cv-01760-MCE-JDP
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	In Litigation

140. Alahjah Brown v. NRI USA, Inc.

Court	San Bernardino
Case No.	CIVSB0228407
Nature	PAGA
Status	Settled

141. Isabella Ruiz v. Tiwana & Sons, Inc.

Court	San Joaquin
Case No.	STK-CV-400-2021-6420
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	Settled

142. Tausha Griswold v. Savings Bank of Menocino County

Court	Mendocino
Case No.	21CV00670
Nature	Wage Statement Violations, PAGA
Status	Settled

143. Dino Desanctis v. Douglas Products and Packaging Company, LLC

Court	Contra Costa
Case No.	C21-01874
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

144. Joe Moreno v. Rambo, LLC.

Court	San Diego
Case No.	37-2021-00038129-CU-OE-CTL
Nature	PAGA
Status	Settled

145. Sara Chiu v. Cornish & Carey (NewMark)

Court	Alameda
Case No.	34-2021-00295429
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	Settled

146. Norman Respass v. The Scion Group

Court	Eastern District
Case No.	2:20-cv-02307-MCE-JDP
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

147. Jalil Hasim v. The Davey Tree Expert Company

Court	San Francisco
Case No.	CGC-21-595544
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

148. Devin Terrel v. KaiserAir

Court	Alameda
Case No.	RG21113701
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

149. Michelle Lee v. Aveanna Healthcare AS, LLC

Court	Santa Clara
Case No.	21CV387081
Nature	PAGA
Status	Settled

150. Annklein Pacia v. Kilroy Realty, L.P.

Court	Los Angeles
Case No.	21STCV20624
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA, FCRA
Status	Settled

151. Lydia Wedan v. Lakeport Post Acute, LLC

Court	Lake
Case No.	CV-422113
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	Settled

152. Dante Henderson v. Bizon Group, Inc.

Court	Alameda
Case No.	HG21115170
Nature	Wage Statement Violations, Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	In Litigation

153. Noemy Flores v. Aven Group, Inc.

Court	Los Angeles
Case No.	21STCV36642
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	In Litigation

154. Alissa Whitney v. Five J's Family Enterprises

Court	San Bernardino
Case No.	CIVSB 2129063
Nature	Meal/Rest Breaks, Unpaid Overtime, Unlawful Rounding, PAGA
Status	Settled

155. Ricardo Rodriguez v. Employbridge

Court	Ventura
Case No.	56-2021-00559039-CU-OE-VTA
Nature	PAGA
Status	In Litigation

156. Amanda Patterson v. RCSH Operations, Inc.

Court	Contra Costa
Case No.	MSC21-02077
Nature	Wage Statement Violations, Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

157. Tyra Toler v. Total Testing Solutions LLC

Court	Los Angeles
Case No.	21STCV38452
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

158. Juanita Allen v. Nissan of Stockton

Court	San Joaquin
Case No.	STK-CV-UOE-2021-8956
Nature	PAGA
Status	In Litigation

159. Bria Ware v. Shake Shack

Court	Alameda
Case No.	21CV002063
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

160. Paola Villalvazo v. SK Market Inc.

Court	Los Angeles
Case No.	21STCV39911
Nature	PAGA
Status	In Litigation

161. Luke Delacruz v. Walmart (Bonobos)

Court	San Diego
Case No.	37-2021-00046421-CU-OE-CTL
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	In Litigation

162. Tanya Ripley v. Cerner Corp.

Court	Placer
Case No.	S-CV-0045961
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	Settled

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California Bar Number 248676
Founding Partner

Biography:

Mr. Lapuyade is a San Diego based labor and employment attorney representing aggrieved California employees and the victims of unlawful housing practices throughout the State of California. Mr. Lapuyade's litigation practice focuses on representing California employees in wage and hour class actions for unpaid wages, missed meal and rest breaks, and misclassification, wrongful termination cases and tenants in unlawful housing class actions. Mr. Lapuyade prides himself on providing his clients with aggressive, attentive and result driven representation through the litigation process, trial and arbitration. Since 2007, Mr. Lapuyade successfully recovered in excess of \$200 million in monetary awards for his clients.

Mr. Lapuyade served as co-editor of the Insurance Column for Consumer Attorneys of San Diego from 2011 to 2014. As editor, Mr. Lapuyade was responsible for publishing monthly articles in the Trial Bar News periodical analyzing complex insurance coverage issues. Mr. Lapuyade is a four-time recipient of the Super Lawyers Rising Star by Thomson Reuters. To be eligible for inclusion in Rising Stars, a candidate must be either 40 years old or younger or in practice for 10 years or less. While up to 5 percent of the lawyers in a state are named to Super Lawyers, no more than 2.5 percent are named to Rising Stars.

Bar Admissions:

- California
- U.S. District Court Southern District of California
- U.S. District Court Central District of California
- U.S. District Court Eastern District of California
- U.S. District Court Northern District of California

Professional Associations:

- California Employment Lawyers Association, 2007 to Present
- Consumer Attorneys of San Diego, 2007 to 2020
- American Bar Association, Section of Litigation, Member, 2007 to 2020
- American Bar Association, Labor & Employment Section, Member, 2007 to 2020
- American Bar Association, Tort, Trial & Insurance Section, Member, 2007 to 2020
- California Bar Association, Labor & Employment Section, Member, 2007 to Present
- California Bar Association, Litigation Section, Member, 2007 to Present

Education:

- **California Western School of Law**
 - J.D. - 2006
 - Honors: Deans Merit Scholarship, California Western School of Law 2005 - 2006
- **University of Arizona**
 - B.A. - 2001
 - Major: History

Honors:

- Super Lawyers Rising Star, Thomson Reuters, 2015 - 2018
- Distinguished Advocate Award for Outstanding Oral Advocacy, 2005 - 2006

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Biography:

Ms. Castillo-Johnson is a San Diego based labor and employment attorney representing California employees throughout the state of California. Ms. Castillo-Johnson's litigation practice focuses on representing current and former employees in wage and hour class actions for unpaid wages, missed meal and rest breaks, misclassification, and wrongful termination.

Ms. Castillo-Johnson volunteered her time at California Western School of Law first as a student intern and later as a student manager with the Community Law Project which offers legal services to the low-income community of San Diego.

Education:

- **California Western School of Law**
 - J.D.- 2022
 - Honors:
 - Dean's Honor List: Spring 2021, Fall 2021
 - Public Service Honor Society Fall 2021
 - 3L Academic Merit Scholarship
 - Dean's Diversity, Service, and Leadership Scholarship
 - Activities: Community Law Project Student Manager
- **Azusa Pacific University**
 - B.A. – 2018
 - Major: Criminal Justice

Monnett De La Torre, Esq.
California Bar Number 272884
Senior Associate

Biography:

Ms. De La Torre is a San Diego and Ventura County based labor and employment attorney representing aggrieved California employees throughout the State of California. Ms. De La Torre's litigation practice focuses on representing California employees in wage and hour class and representative actions for unpaid wages, missed meal and rest breaks, misclassification, penalties, and wrongful termination cases. Ms. De La Torre has extensive experience handling internal workplace investigations. Ms. De La Torre has handled matters before the Department of Fair Employment and Housing, Equal Employment Opportunity Commission and Department of Labor.

Ms. De La Torre is a two-time recipient of the Super Lawyers Rising Star by Thomas Reuters. To be eligible for inclusion in Rising Stars, a candidate must be either 40 years old or younger or in practice for 10 years or less. While up to five percent of the lawyers in a state are named to Super Lawyers, no more than 2.5 percent are named to Rising Stars.

Bar Admissions:

- California
- U.S. District Court Southern District of California

Professional Associations:

- California Employment Lawyers Association, 2022 to Present
- Consumer Attorneys of San Diego, 2010-2015
- American Bar Association, Labor & Employment Section, Member, 2015 to Present
- California Bar Association, Labor & Employment Section, Member, 2015 to Present
- San Diego La Raza Lawyers Association, 2010-2015
- Ventura County Bar Association, 2015-Present
- Women Lawyers of Ventura County, 2015-Present

Education:

- **New England School of Law**
 - J.D.- 2010

- Honors:
 - Dean's List Consecutive years
- **University of California, San Diego**
 - B.A.- 2006
 - Major: Economics
 - Minor: Latin American Studies

Honors:

- Super Lawyers Rising Star, Thomson Reuters, 2021 and 2022
- Pacific Cost Business Times, "Top 40 under 40" Award
- Daily Transcripts "Top Young Attorney: nominee, consecutive years"

REPORTED CASES

- *Blanchette et al., v. Superior Court (GHA Homes)*, 8 Cal.App.5th 521, 2017
- *Chmurny v. State*, 392 Md. 159, 2006

EXAMPLES OF THE JCL LAW FIRM'S
REPRESENTATIVE CLASS ACTION & REPRESENTATIVE CASES

- *Ware v. Shake Shack Enterprises, LLC*, Alameda Superior Court Case No. 21CV002063 (October 19, 2023) Hon. Brad Seligman approved a \$1,330,000.00 class action and PAGA action settlement for violations of California wage and hour laws. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Trinh v. Precision Metal Products, Inc., et al.*, San Diego Superior Court Case No. 37-2022-00000965-CU-OE-CTL (October 16, 2023) Hon. Matthew C. Braner approved a \$450,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off the clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Anderson v. Barton Myers Associates, Inc., et al.*, Los Angeles Superior Court Case No. 21STCV43314 (October 12, 2023) Hon. Elihu M. Berl approved a \$900,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *DeSanctis v. Douglas Products and Packaging Company, LLC*, Contra Costa Superior Court Case No. C21-01874 (October 11, 2023) Hon. Charles S. Treat approved a \$372,500.00 class action and PAGA action settlement for, *inter alia*, failure to pay for all hours worked. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Jackson v. White Fir, LLC, et al.*, Sacramento Superior Court Case No. 34-2021-00301656 (October 6, 2023) Hon. Lauri A. Damrell approved a \$750,000.00 class action and PAGA action settlement for violations of California wage and hour laws. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Kneisly v. SR Machining, Inc., et al.*, Riverside Superior Court Case No. CVRI2201491 (October 5, 2023) Hon. Harold W. Hopp approved a \$220,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Mendez v. Bondz, Inc., et al.*, San Joaquin Superior Court Case No. STK-CV-UOE-2020-0007486 (September 14, 2023) Hon. George J. Abdallah, Jr. approved a \$180,000.00 class action and PAGA action settlement for, *inter alia*, failure to comply with piece-rate laws. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Baray v. Curation Foods, Inc., et al.*, Santa Barbara Superior Court Case No. 21CV02834 (August 29, 2023) Hon. James F. Rigali approved a \$495,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Rodriguez, et al. v. Ferma Greenbox, Inc., et al.*, Alameda Superior Court Case No. RG21101104 (August 23, 2023) Hon. Evelio Grillo approved a \$200,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *O'Quinn v. Laugh Factory, Inc.*, Los Angeles Superior Court Case No. 19STCV28155 (August 1, 2023) Hon. Carolyn B. Kuhl approved a \$144,000.00 class action and PAGA action settlement for, *inter alia*, unlawful tip pooling. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Toler v. Total Testing Solutions, LLC*, Los Angeles Superior Court Case No. 21STCV38452 (July 27, 2023) Hon. Elihu M. Berle approved a \$160,000.00 class action and PAGA action settlement for meal and

rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.

- *Rodriguez v. EAH, Inc.*, Santa Cruz Superior Court Case No. 21CV00884 (July 25, 2023) Hon. Marjorie Carter approved a \$1,450,000.00 class action and PAGA action settlement for, *inter alia*, failure to compensate overtime and redeemed sick pay at the regular rate of pay. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Neutall v. Urban Alchemy*, San Francisco Superior Court Case No. CGC-20-588622 (July 13, 2023) Hon. Richard B. Ulmer approved a \$980,000.00 class action settlement for violations of California wage and hour laws. The Court appointed JCL Law Firm, APC as Class Counsel.
- *Rodriguez v. RM Parks Place, Inc.*, San Joaquin Superior Court Case No. STK-CV-UOE-2021-6050 (June 7, 2023) Hon. Erin Guy Castillo approved a \$175,000.00 class action and PAGA action settlement for, *inter alia*, wage statement violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Chrestensen v. Northeastern Rural Health Clinics* Lassen, Superior Court Case No. 63703 (April 13, 2023) Hon. Leonard J. La Casse approved a \$270,000.00 class action and PAGA action settlement for, *inter alia*, unpaid overtime wages. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Hernandez, et al. v. Parenting Network, Inc.*, Tulare Superior Court Case No. VCU287027 (March 14, 2023) Hon. Bret Hilman approved a \$225,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Sarmiento v. Caduceus Healthcare Inc.*, San Diego Superior Court Case No. 37-2021-00002597 (March 10, 2023) Hon. Richard S. Whitney approved a \$315,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Garces, et al. v. DriverDo, LLC*, Los Angeles Superior Court Case No. 19STCV32773 (January 24, 2023) Hon. Carolyn B. Kuhl approved a \$700,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *De Jesus v. Guardian Angel Home Care, Inc.*, San Diego Superior Court Case No. 37-2020-00021049-CU-OE-CTL (July 29, 2022) Hon. Ronald F. Frazier approved a \$300,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Kaur v. Aces 2020 I, LLC, et al.*, Contra Costa Superior Court Case No. MSC20-02482 (December 22, 2022) Hon. Edward G. Weil approved a \$585,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Molina v. Hawaiian Airlines, Inc.*, Los Angeles Superior Court Case No. 20STCV28079 (November 23, 2022) Hon. Maren Nelson approved a \$250,000 class action settlement for meal and rest period violations. The JCL Law Firm, APC, represented the Plaintiff.
- *Lang Jr. v. Pathways Community Services LLC*, San Diego Superior Court Case No. 37-2019-00049969-CU-OE-CTL (September 9, 2022) Hon. James A. Mangione approved a \$160,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Martinello v. Century Wilshire, Inc.*, Los Angeles Superior Court Case No. 20STCV32613 (March 1, 2022) Hon. Carolyn Kuhl approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel.
- *Wilson v. Spreen Inc. (dba Spreen Honda)*, San Bernardino Superior Court Case No. CIVSB2119857 (April 6, 2022) Hon. David Cohn approved a \$300,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Ledesma v. TVJ Sons I, Inc.; Porter and Howard, Inc.* Santa Barbara Superior Court Case No. 20CV03573 (November 10, 2021) Hon. Jed Beebe approved a \$350,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC represented the State of California and the Aggrieved Employees.
- *Jacobs v. Rush Media Company, LLC; XLT Management Services, Inc.*, Los Angeles Superior Court Case No. 20STCV32350 (May 2, 2022) Hon. Daniel J. Buckley appointed the JCL Law Firm, APC as Class Counsel and approved a \$330,000 class action settlement for, *inter alia*, independent contractor misclassification.
- *Chavez v. HTL Conrad Domestic, LLC; HTL Conrad Domestic Employer, LLC*, San Diego Superior Court Case No. 37-2020-00016193-CU-OE-CTL (June 9, 2022) Hon. John S. Meyer approved a \$850,000 PAGA action settlement for, *inter alia*, failure to compensate overtime at the regular rate of pay. The JCL Law Firm, APC acted as representative PAGA counsel for the State of California and the Aggrieved Employees.
- *Renteria v. Love's Country Stores of California*, San Bernardino Superior Court Case No. CIVDS20164481 (June 14, 2022) Hon. David Cohn approved a \$2.2 million dollar class action and PAGA action settlement

for, *inter alia*, unpaid overtime and sick pay. The JCL Law Firm, APC acted as Class Counsel and as representative PAGA counsel for the State of California.

- *Lopez v. Adidas America, Inc.*, Ventura Superior Court Case No. 56-2021-005498444-CU-OE-VTA (April 4, 2022) Hon. Mark Borrell approved a \$1.5 million dollar class action and PAGA action settlement for, *inter alia*, inaccurate overtime calculations, and appointed the JCL Law Firm, APC as Class Counsel.
- *Felix v. TVI, Inc., d.b.a. Savers*, Santa Clara Superior Court Case No. 21CV376407 (February 18, 2022) Hon. Sunil R. Kulkarni approved a \$1.8 million dollar class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Munoz v. AMTCR*, San Bernardino Superior Court Case No. CIV-DS2001914 (August 24, 2021) Hon. David Cohn approved a \$1.8 million dollar class and PAGA settlement for, *inter alia*, inaccurate itemized wage statements. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)
- *Nunes v. Home Depot U.S.A., Inc.*, San Joaquin Superior Court Case No. STK-CV-UOE-2020-0011011 (October 20, 2021 – Hon. Roger Ross approved a \$1.5 million dollar class and PAGA settlement for, *inter alia*, miscalculated meal period premiums and appointed Jean-Claude Lapuyade, Esq. as Class Counsel.)
- *Pillsbury v. T&T Restaurants CA, Inc.*, Del Norte Superior Court Case No. CVUJ-20-1214 (December 14, 2021 – Hon. Darren McElfresh approved \$550 billing rate and appointed Jean-Claude Lapuyade, Esq. as Class Counsel in a wage and hour class action settlement.)
- *Latin v. OneMain General Service Corporation*, Stanislaus County Superior Court Case No. CV-20-002498 (October 22, 2021) Hon. Stacy Speiller approved a PAGA action settlement for \$700,000 wage statement violations. The JCL Law Firm, APC acted as counsel for the plaintiff, the State of California and the Aggrieved Employees.
- *Elias Kaser v. Aviation Consultants, Inc.*, Orange County Superior Court Case No. 30-2021-01191204-CU-OE-CXC (September 22, 2021 – Hon. Peter J. Wilson approved \$550 billing rate in a representative California Labor Code Private Attorney General Act settlement).
- *Rodriguez v. RSI Home Products, Inc.*, San Bernardino Superior Court Case No. CIVDS2023354 (July 30, 2021 – Hon. David Cohn approved a \$1.45 million class and PAGA settlement for, *inter alia*, failure to comply with piece-rate laws, and appointed the JCL Law Firm, APC as Class Counsel)
- *Jer Vang v. Bridge Property Management*, Alameda County Superior Court, Case No RG19047434 (January 8, 2021 – Hon. Winifred Smith approved a class and PAGA settlement for, *inter alia*, unpaid off the clock work. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)
- *Johnson v. Volt Management Corp., Inc. et al.*, Los Angeles County Superior Court, Case No. 19STCV16466 (December 11, 2020 – Hon. Amy Hogue approved a PAGA Settlement negotiated on behalf of the State of California and the aggrieved employees by the JCL Law Firm, APC.)
- *Salazar v. Frontier Auto Sales Inc., dba Frontier Toyota*, Los Angeles Superior Court, Case No. 19STCV20382 (November 24, 2020 – Hon. John P. Doyle appointed the JCL Law Firm, APC as class counsel and approved a class and PAGA settlement for, *inter alia*, missed meal and rest periods.)
- *Villalobos v. Alterra Group, LLC et al.*, Los Angeles County Superior Court, Case No. 19STCV19448 (November 11, 2020 – Hon. Richard Fruin approved a PAGA Settlement for, *inter alia*, unreimbursed business expenses. The JCL Law Firm, APC acted as counsel for the plaintiff, the State of California and the Aggrieved Employees.)
- *Stevens et al., v. Bank of England*, San Diego County Superior Court Case No. 37-2019-00018662-CU-OE-CTL (October 16, 2020 – Hon. John Meyer appointed JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for, *inter alia*, off-the-clock work.)
- *Frazier v. ASA Carlton, Inc.*, San Diego Superior Court Case No. 37-2019-00036147 (October 9, 2020 Hon. Kenneth Medel appointed the JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for off-the-clock work.)
- *Krake et al., v. Central Valley Diner, Inc.*, Placer County Superior Court Case No. SCV0041645 (September 4, 2020 – Hon. Michael Jones appointed JCL Law Firm as class counsel and granted final approval of wage and hour class action for meal period violations.)
- *Conner v. Ascendant Marketing, LLC et al.*, San Diego Superior Court Case No. 37-2019-00026864-CU-OE-CTL (July 24, 2020 Hon. Joel Wohlfeil granted approval of PAGA Settlement for, among other things, off-the-clock work. JCL Law Firm, APC acted as lead counsel.)
- *Guerrero v. Estancia Operations, LLC.*, San Diego Superior Court Case No. 37-2019-00028963 (August 25, 2020 – Hon. Katherine Bacal approved PAGA Settlement for, *inter alia*, missed meal and rest periods. JCL Law Firm, APC, acted as lead counsel.)
- *Moreno v. Dash Lube, et al.*, United States District Court, Southern District of California, Case No. 18cv1922 DMS (AHG) (December 13, 2019 – Granted class certification of Labor Code Section 226 claim and appointed JCL Law Firm, APC, as Class Counsel.)

- *Perkins et al., v. Tahiti Enterprises, Inc., et al.*, Orange County Superior Court Case No. 30-2016-00863095 (October 22, 2019 – Hon. Peter Wilson appointed JCL Law Firm, APC, as Class Counsel and granted final approval for an unlawful housing class action settlement arising out of Civil Code Section 1940.1.)
- *Hill v. Stemak Holdings, Ltd.*, San Diego Superior Court Case No., 37-2018-00000747 (January 28, 2020 – Hon. Kenneth Medel appointed JCL Law Firm, APC as class counsel and granted final approval of wage and hour class action for unpaid overtime.)
- *Shachno et al., v. KT Hotels, LLC, et al.* San Diego Superior Court Case No Case No. 37-2018-00043601 (May 31, 2019 – Hon. Gregory Pollack appointed JCL Law Firm, APC, as Class Counsel and granted preliminary approval for the wage and hour class action settlement involving nearly 900 current and former employees. Final approval scheduled for October 4, 2019)
- *Almanza v. The Express Group, Inc.*, San Bernardino Superior Court Case No. CIVDS1722542 (April 19, 2019 – Hon. David Cohn appointed the JCL Law Firm, APC, as Class Counsel and granted final approval for a wage and hour class action settlement for *inter alia*, missed meal and rest periods and independent contractor misclassification.)
- *Moschetto v. Pillow Global, Inc.* San Diego Superior Court, Case No. 37-2017-00024031-CU-OE-CTL (April 5, 2019 – Hon. John S. Meyer appointed JCL LAW Firm, APC, as Class Counsel and granted final approval for a wage and hour wage class action settlement involving misclassified house cleaners.)
- *Burke v. Friendship Hotel, LLC*, San Diego County Superior Court Case No. 37-2017-00022517-CU-OE-CTL (March 10, 2019 – final approval granted on for an unlawful housing class action arising under Civil Code Section 1940.2)
- *Terrado et al., v. Accredited Debt Relief, LLC*, San Diego County Superior Court Case No. 37-2018-00014181-CU-OE-CTL (February 8, 2019 – Hon. Gregory W. Pollock appointed JCL Law Firm, APC as Class Counsel and granted final approval for a wage and hour class action settlement for meal and rest period violations);
- *Macaspac v. San Antonio Regional Hospital*, San Bernardino Superior Court Case No. CIVDS1512625, (July 27, 2018 – Hon. Thomas S. Garza appointed JCL Law Firm, APC, as Class Counsel and granted final approval for a wage and hour class action settlement involving claims for on duty meal and rest periods.);
- *Summerlin et al. v. Maplebear, Inc. dba Instacart*, Los Angeles Superior Court Case No. BC603030 (2018 - certified and settled wage and hour class action.)
- *Ortega v. Prime Healthcare*, San Diego Superior Court Case No. 37-2014-00011240-CU-OE-CTL (2018 – Approved PAGA only settlement for on duty meal and rest periods)
- *Engstrom v. Bender-Rosenthal, Inc.* San Diego Superior Court Case No. 37-2016-00012373-CU-OE-CTL (2017 - Certified and settled class action for employee misclassification);
- *Crawford v. Outlook Amusements, Inc.*, Los Angeles Superior Court Case No. BC617160 (2017 - Certified and settled wage and hour class action.);
- *Hernandez v. Sunglass Hut Trading, LLC*, San Bernardino Superior Court Case No. CIVDS1505181 (2016 - Certified and settled wage and hour class action);
- *Burns v. Shalom, LLC*, San Diego Superior Court, Case No., 37-2013-00058356-CU-BT-CTL (2015 - certified and settled class action for unlawful housing practices arising out of Civil Code Section 1940.1);

EXHIBIT 4