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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

IVONNE GONZALES, an individual, on behalf of herself, and on behalf of all persons similarly situated, Plaintiffs, v. OFFICIA IMAGING, INC. dba OFFICE1, a Nevada corporation; ALTERNATIVE BUSINESS EQUIPMENT, INC. dba OFFICE1, a Nevada corporation; and DOES 1-50, Inclusive, Defendants.	Case No. 37-2022-00041104-CU-OE-CTL **DECLARATION OF JACKLAND K HOM, ESQ. IN SUPPORT OF PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS AND PAGA ACTION SETTLEMENT** Date: August 29, 2025 Time: 9:00 a.m. Judge: Hon. Michael T. Smyth Dept.: C-67

I, Jackland K Hom, Esq., declare as follows:

1. I am over eighteen years of age and if called as a witness, I could and would competently testify to the following facts from my own personal knowledge. I am an attorney-at-law at the law firm of ZAKAY LAW GROUP, APLC (hereinafter "Class Counsel"), co-counsel of record for Plaintiff Ivonne Gonzales, (hereafter "Plaintiff") in this wage and hour class and representative action filed against Defendant Office Imaging, Inc. dba Office1 ("Office Imaging") and Defendant Alternative Business Equipment, Inc. dba Office1 ("Alternative Buisness") (collectively, "Defendants"). As such, I am fully familiar with the facts, pleadings, and history of the matter.

2. This declaration is being submitted in support of Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement and Plaintiff's Motion for Class Counsel Award and Service Award.

3. Attached hereto as **Exhibit "1"** are true and correct copies of the fully executed Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims (hereinafter "Agreement"). Attached as Exhibit A to the Agreement is a true and correct copy of the court-approved Class Notice.

4. Attached hereto as **Exhibit "2"** is a true and correct copy of the conformed April 7, 2025, Preliminary Approval Order.

5. Attached hereto as **Exhibit "3"** is a true and correct copy of the March 11, 2025, proof of filing the proposed Settlement with the LWDA.

6. Attached hereto as **Exhibit "4"** is true and correct copy of the August 4, 2025, proof of filing this motion seeking final approval of this Settlement with the LWDA.

I. INTRODUCTION

7. An objective evaluation of the proposed settlement of $400,000.00 ("Gross Settlement Amount") confirms that the relief negotiated on behalf of the Class is fair, reasonable, and valuable. The Settlement is a product of informed, adversarial, and non-collusive negotiations, between experienced counsel, guided by the wisdom and experience of Steven Mehta, Esq., an experienced mediator. After deducting any Court-approved Class Counsel Award, Service Award, Settlement Administration Costs, and payments to the Labor & Workforce Development Agency ("LWDA"), the

Net Settlement Amount shall be distributed to the Settlement Class Members based on the number of Workweeks they worked while employed by Defendants during the Class Period. The reaction of the Settlement Class unequivocally supports approval of the Settlement. To date, only one of the 114 members of the Class opted out of the Settlement. Moreover, there are ***zero*** objections. Stated differently, **99.12%** of the Settlement Class chose to participate in the Settlement.

8. The relief offered by the Settlement is immediate and is particularly impressive when viewed against the difficulties encountered by plaintiffs pursuing similar wage and hour cases (*see infra)*. As discussed below, the proposed Settlement satisfies all criteria for final settlement approval under California law and falls well within the range of reasonableness.

9. As discussed below, the proposed Settlement satisfies all criteria for final settlement approval under California law and falls well within the range of reasonableness. Accordingly, the Class Representative and Class Counsel respectfully request this Court grant final approval of the Agreement and, entry of the proposed Final Approval Order and Judgment.

II. OVERVIEW OF THE LITIGATION

10. Defendants provide computer support and services in the county of San Diego, where Plaintiff worked. Plaintiff was employed by Defendants from March of 2015 to October of 2021, as a non-exempt employee. Declaration of Ivonne Gonzales, filed concurrently herewith, ("Gonzales Dec.") at ¶ 3. Plaintiff alleges that Defendants failed to pay for all hours worked, miscalculated the regular rate of pay for purposes of overtime and sick pay, failed to issue compliant wage statements, and failed to provide legally compliant meal and rest periods, at all times during her employment. Throughout her employment, Plaintiff was subject to Defendants' written policies and procedures contained in, among other documents, the "Office 1 Employee Handbook."

11. Generally, Plaintiff claims that Defendants failed to provide compliant meal and rest periods, failed to pay for all time worked, failed to pay overtime and meal period premiums at the correct regular rate of pay, failed to furnish accurate itemized wage statements, failed to reimburse for mandatory business expenses, and failed to pay all wages upon separation. Defendants deny liability for each of Plaintiff's claims. Further, Defendants assert that it fully complied with all applicable employment laws and raised several other significant defenses to Plaintiff's claims, including but not

limited to, facially compliant meal and rest period policies, compliant wage statements, compliant reimbursement practices, and it timely paid all wages due upon separation of employment.

12. On October 12, 2022, Plaintiff served Defendants and the Labor and Workforce Development Agency ("LWDA") with a Notice of Violations ("PAGA Notice"). Plaintiff's PAGA Notice set forth the facts and theories supporting Defendants' alleged violations of various provisions of the California Labor Code and applicable Industrial Welfare Commissions ("IWC") Wage Order and of her intent to pursue claims under California Labor Code Private Attorneys General Act, Cal. Lab. Code Sections 2698 *et seq* ("PAGA").

13. On October 12, 2022, Plaintiff filed a class action complaint in the San Diego County Superior Court, Case No. 37-2022-00041104-CU-OE-CTL ("Class Action"). The Class Action alleged nine 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 Wages When Due in violation of Cal. Lab. Code §§ 201, 202, and 203; (7) Failure to Provide Accurate Itemized Statements in violation of Cal. Lab Code §226; (8) Retaliation in violation of Cal. Lab. Code § 1102.5; and (9) Constructive Discharge in violation of public policy.

14. Defendants removed the Class Action Complaint to United States District Court Southern District of California on December 14, 2022, asserting diversity jurisdiction pursuant to 28 U.S.C. sections 1332, 1441, and 1446.

15. On December 16, 2022, Plaintiff filed a separate representative action complaint in the San Diego County Superior Court, Case No. 37-2022-00050305-CU-OE-CTL ("Action") alleging a single cause of action for violations of PAGA.

16. Plaintiff propounded written discovery in March of 2023. After the initial round of discovery, the Parties agreed to mediate the Action. The Parties also agreed to continue discovery, but on an informal basis, to prepare for mediation. Such discovery included production of additional

documents and data points subject to the mediation privilege, including but not limited to, a large sample of time and pay records as well as its relevant employment policies, including timekeeping policies. As discussed *infra,* Plaintiff's counsel retained the forensic consultants at Berger Consulting Group ("BCG") to analyze Defendants' time and payroll data.

17. On April 4, 2024, the Parties participated in a full day mediation with wage and hour and PAGA mediator Steven G. Mehta, Esq., upon which the parties reached a settlement. The mediation concluded with a settlement after both sides agreed to a Mediator's proposal which was subsequently memorialized in the form of a Memorandum of Understanding. The Parties signed a Memorandum of Understanding and subsequently prepared and executed a long-form settlement Agreement, which is the subject of the instant motion.

18. On June 6, 2024, the Parties filed a Joint Stipulation to Remand the Class Action Complaint to facilitate the Settlement.

19. On April 7, 2025, this Court granted preliminary approval of the Settlement.

20. As explained in further detail below, given the complexities of this case, the defenses asserted, and the uncertainty of class certification, along with the uncertainties of proof at trial and appeal, the proposed settlement is fair, reasonable, and adequate, and should be granted final approval.

III. THE SETTLEMENT IS FAIR, REASONABLE AND ADEQUATE

A. Class Counsel Conducted a Thorough Investigation.

21. As detailed in the motion for preliminary approval, Class Counsel thoroughly investigated the proposed Class Members' claims, applicable law, and potential defenses. Specifically, Class Counsel assessed the value of the class claims using data and documents provided by Defendants through formal and informal discovery. Class Counsel obtained time, payroll, and policy records for the Class Members, aggregate workweek and pay period data, and copies of applicable handbooks containing, *inter alia*, compensation, timekeeping, and meal and rest period policies. Class Counsel retained BCG to analyze Defendants' time and payroll data to formulate damage models estimating Defendants' liability exposure. Class Counsel's investigation, research, experience, and damage model informed and guided the mediated negotiations that resulted in this settlement.

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B. <u>The Parties Settled at Mediation</u>

22. The Settlement is the product of a mediation session with a respected mediator and subsequent negotiations over the terms of the Settlement. The negotiations were adversarial, conducted at arms-length and tempered by the efforts of both sides to serve the interests of their clients.

C. <u>Class Counsel is Experienced in Similar Litigation.</u>

23. Class Counsel in this matter has extensive class action experience in multiple fields and has represented tens-of-thousands of persons in class actions. Class Counsel's experience is summarized in their concurrently filed declarations. Class Counsel has concluded the settlement is fair, adequate, and reasonable and in the best interests of the Class.

D. <u>The Settlement Class Responded Positively to the Settlement</u>

24. The reaction of the Settlement Class unequivocally supports approval of the Settlement. To date, only <u>one</u> of the 114 members of the Class opted out of the Settlement. Moreover, there are ***<u>zero</u>*** objections. Stated differently, **99.12%** of the Settlement Class chose to participate in the Settlement.

E. <u>The Risk, Expense, Complexity and Duration of Further Litigation Favor Settlement.</u>

25. Although Plaintiff and Class Counsel believe that this case has merit, they recognized the potential risks both sides would face if litigation of this action continued.

As the federal court in *Glass v. UBS Fin. Servs.*, 2007 WL221862 held, where the parties faced uncertainties similar to those in this litigation:

> ***"In light of the above-referenced uncertainty in the law, the risk, expense, complexity, and likely duration of further litigation likewise favors the settlement.*** Regardless of how this Court might have ruled on the merits of the legal issues, the losing party likely would have appealed, and the parties would have faced the expense and uncertainty of litigating an appeal. The expense and possible duration of the litigation should be considered in evaluating the reasonableness of [a] settlement."

26. With respect to the most immediate challenge, i.e., class certification, the risks attendant to the certification of similar wage and hour claims are demonstrated by *Ali v. U.S.A. Cab Ltd.* (2009) 176 Cal.App.4th 1333, 1341. There, the Court of Appeal affirmed the Trial Court's denial of class certification because employees' declarations attesting to having taken meal and rest breaks demonstrated that individualized inquiries were required to show harm. *See also Campbell v. Best Buy Stores, L.P.*, (C.D. Cal. 2013) 2013 WL 5302217 at *11-13 (following *Brinker* and denying certification

of proposed off-the-clock and rest and meal break classes due to lack of uniform policy); *Brown v. Fed Express Corp.* (C.D. Cal. 2008) 249 F.R.D. 580, 587-88 (denying certification of driver meal and rest period claims based on the predominance of individual issues).

27. Further, even if a class is certified, liability remains uncertain. The risks attendant to the issue of Defendants' liability in similar wage and hour actions are demonstrated by *Duran v. U.S. Bank National Association* (2014) 59 Cal.4th 1, 31. There, the Court reversed a trial verdict in favor plaintiffs in a wage and hour class action. *See also Tien v. Tenet Healthcare Corp.* (2012) 209 Cal.App.4th 1077, 1088 ("[T]he reason, if any, that employees might not take their breaks were predominantly individualized questions of fact not susceptible to class treatment.").

28. Finally, even if a class is certified and Defendants are found liable for the class claims alleged, post-certification risks remain, including a reversal of a favorable judgment for Plaintiff and decertification of the class. These post-certification risks are demonstrated by *Magadia v. Wal-Mart Associates, Inc.* (9th Cir. 2021) 999 F.3d 668. There, the Ninth Circuit vacated reversed and remanded a $110 million judgement against an employer for, *inter alia*, inaccurately paying overtime, and directed the trial court to enter judgement in favor of the employer. *See also O'Conner v. Uber Technologies, Inc.* (9th Cir. 2018) 904 F.3d 1087 (decertification of wage and hour misclassification action).

29. Collectively, the examples cited above illustrate the uncertain nature of class litigation. Consequently, the uncertainty of obtaining certification through a contested motion is a significant risk factor favoring settlement.

30. Although Plaintiff is confident about the strength of her claims, Plaintiff nevertheless recognizes that Defendants have factual and legal defenses that, if successful, would potentially defeat or impair the value of the lawsuit. Legally, the fast-changing landscape of wage and hour litigation can drastically affect the value of Plaintiff's claims and, in fact, already has.

31. Plaintiff and Class Counsel recognize the expense and length of a trial against Defendants through possible appeals which could take another three years. In arriving at their informed belief that the present settlement is fair and adequate, Class Counsel accounted for the uncertain outcome and risk inherent in complex actions such as this one. Class Counsel are also mindful of and recognize the inherent problems of proof under, and alleged defenses to, the claims asserted in the litigation.

Moreover, post-trial motions and appeals would have been inevitable. Costs would have mounted, and recovery would have been delayed if not denied, thereby reducing the benefits of an ultimate victory. Plaintiff and Class Counsel believe that the Settlement confers substantial monetary and non-monetary benefits upon the Class. Based upon their evaluation, the Class Representative and Class Counsel have determined that the Settlement set forth in the Agreement is in the best interest of the Class, is fair, reasonable, and adequate, and should be granted final approval.

F. <u>The Gross Settlement Amount is Fair and Reasonable</u>

32. The Gross Settlement Amount of $400,000.00 in this case is fair and well within the range of recognized reasonableness. As detailed at the time of preliminary approval, the Gross Settlement Amount is fair and reasonable considering the nature and magnitude of the claims being settled and the various potential impediments to recovery. Class Counsel developed varied economic damages models measuring Defendants' liability exposure while accounting for the uncertainties of continued litigation. The various models were informed by Class Counsel's investigation, including the analysis of a significant sample of time and payroll data. As detailed in greater depth during the preliminary approval process, Class Counsel projected a range of Defendants' liability exposure for the claims asserted on behalf of the Settlement Class. The Gross Settlement Amount represents approximately a recovery between 17% and 27% of Defendants' class-wide damages (excluding PAGA penalties), as estimated by Class Counsel at the time of mediation.

33. Clearly the goal of this litigation to obtain redress for the class has been met by this Settlement. Given the amount of the Settlement, the risks of litigation and the arm's length negotiations between experienced counsel, the settlement is entitled to final approval.

IV. <u>THE PENALTIES UNDER THE PRIVATE ATTORNEY GENERAL ACT OF 2004 ARE REASONABLE</u>

34. Here, Plaintiff and Defendants negotiated a good faith PAGA Payment in the amount of $20,000 which is 5% of the Gross Settlement Amount. This amount falls well within the range of approved PAGA Payment. Seventy-Five percent (75%) of the PAGA Payment ($15,000) will be paid to the LWDA ("LWDA Payment") with the remaining twenty-five percent (25%) of the PAGA

Payment ($5,000) to be distributed to the Aggrieved Employees, which is within the range of PAGA Payment approved by courts and should be approved.

35. Further, on March 11, 2025, Class Counsel gave the LWDA notice of this Settlement and proposed allocation by filing a copy of the Settlement and the Motion for Preliminary Approval with the LWDA. On August 4, 2025, Plaintiff gave the LWDA notice of this motion seeking final approval of this settlement.

V. COUNSEL'S REQUEST FOR FEES AND COSTS

36. As part of the settlement, the parties agreed to an Attorneys' Fees payment in the amount of $133,333.33, and an Attorneys' Expenses payment in an amount not to exceed $30,000.00 for reimbursement of actually incurred litigation expenses. The requested Attorneys' Fees payment, equal to one-third of the Gross Settlement Amount, is fair compensation and, respectfully, should be approved. Class Counsel undertook complex, risky, and time-consuming wage and hour litigation on a contingent basis. Further, the requested Attorneys' Fees are within the historically recognized range of attorneys' fees awarded in common fund class action settlements – between 25% and 50% – and is supported by Class Counsel's lodestar cross-check with a negative multiplier of 0.71. That is below the 2.13 multiplier approved by the Supreme Court in *Laffitte v. Robert Half International, Inc.* (2016) 1 Cal.5th 480, with additional work to be performed, and within the recognized multiplier range of between 2 and 4[1]. Thus, the reasonableness of the requested Attorneys' Fees is confirmed by reference to the lodestar with a negative multiplier of 0.71 with significant additional work still to be performed.

37. The Agreement provides for payment of the Attorneys' Fees and Expenses from the common fund. Accordingly, it is well within the Court's discretion to award fees to Class Counsel under the common fund doctrine. Class Counsel requests Attorneys' Fees in the amount of $133,333.33 representing one-third of the Gross Settlement Amount. Class Counsel's request is consistent with many fee awards in similar wage and hour class actions. Moreover, the Attorneys' Fees award requested is in the middle of historically recognized range of attorneys' fees awarded in common fund settlements.

[1] See *Laffitte*, *supra*, 1 Cal. 5th at 487 (approving 1/3 fee award with 2 multiplier); *Wershba v. Apple Computer*, 91 Cal. App. 4th 224, 255 (2001) ("multipliers can range from 2 to 4 or even higher."); *In re Sutter Health Uninsured Pricing Cases*,171 Cal.App.4th 495, 512 (2009) (affirming multiplier of 2.52 as "fair and reasonable); *Chavez v. Netflix, Inc*., 162 Cal.App.4th 43, 66 (2008) (affirming multiplier of 2.53 as well within the approved range of 2 to 4).

38. The Attorneys' Fees request should be awarded based upon the Gross Settlement Amount in accordance with *Laffitte*, i.e., percentage of the fund with a lodestar cross check. As further explained below, the reasonableness of the requested $133,333.33 Attorneys' Fees award is further supported by the lodestar cross-check.

<u>Class Counsels' Lodestar Supports the Requested Attorneys' Fees</u>

39. Class Counsel's lodestar to date is $186,210.00 ***exclusive of costs***, with significant work remaining.

40. Because the Settlement in this case is a pure common fund case, and the percentage of the fund is the comparable marketplace for fee awards in common fund cases, *Laffitte* supports an award based upon the percentage of the common fund. Moreover, Class Counsel's lodestar supports the requested Attorneys' Fees with a negative multiplier of 0.71 is well within the recognized range reasonableness, and in fact, below what the California Supreme Court approved in *Laffitte.*

41. Although no rigid formula applies, an analysis of each of the following "basic factors" that California courts typically consider further supports the reasonableness of a fee request: **(1)** the result class counsel obtained; **(2)** the time and labor required of the attorneys; **(3)** the contingent nature of the case and the delay in payment to class counsel; **(4)** the extent to which the nature of the litigation precluded other employment by class counsel; **(5)** the experience, reputation, and ability of the attorneys who performed the services, the skill they displayed in the litigation, and the novelty, complexity and difficulty of the case; and **(6)** the informed consent of the clients to the fee agreement. *Serrano v. Priest*, 20 Cal. 3d 25, 49 (1977); *Dunk v. Ford Motor Co.,* 48 Cal.App.4th at 1810 n.2. Those factors support Class Counsel's request and are addressed in more detail in Counsel's declarations submitted concurrently herewith. In short: **(1)** Considering the issues presented in the case, the Gross Settlement Amount of $400,000.00 is an excellent result for the Settlement Class, **(2)** Collectively, Class Counsel worked hard on this case and, expended approximately 257.8 hours in the prosecution of this litigation in the almost three years since it was filed for a total lodestar of $186,210.00, **(3)** Class Counsel undertook this litigation on a contingent-fee basis, assuming a significant risk that the litigation would yield no recovery after many years of work, **(4)** Class Counsel negotiated a one-third contingency fee arrangement, which is a reasonable arrangement to obtain competent counsel in the marketplace for

representation in wage and hour class actions of this nature, and it is only equitable that Settlement Class who share in the excellent results achieved by this Settlement bear their pro rata share of the Attorneys' Fees award to Class Counsel, **(5)** Class Counsel possesses significant experience litigating complex wage and hour class actions and the way this Settlement was achieved is demonstrative of the highly efficient way this litigation was managed and resolved (*See* Class Counsel's declarations for a detailed outline of their skills and experience), and **(6)** Class Counsel's hourly rates are set forth in the concurrently filed declarations of Jean-Claude Lapuyade, Esq., and Shani Zakay, Esq. are well within the range of rates billed by comparable attorneys in this market and reasonably compare with rates approved by other trial courts in wage and hour class action litigation.

42. Here, Class Counsel has significant experience with complex wage and hour class action cases and regularly litigates wage and hour claims justifying comparable fee awards in Superior Courts and Federal District Courts throughout California. Class Counsels' hourly rates are set forth in the concurrently filed declarations of Jean-Claude Lapuyade, Esq., and Shani Zakay, Esq. and are well within the range of rates billed by comparable attorneys in this market and reasonably compare with rates approved by other trial courts in wage and hour class action litigation.

43. I am more than five years out of law school, and I have amassed significant experience in complex class action litigation. Throughout the course of my career as an employment law attorney, which spans over five years, I have amassed significant experience in complex class action litigation. Based on the "Laffey Matrix" for attorneys, my hourly rate is calculated at $550 per hour. See http://www.laffeymatrix.com/.

A Lodestar Cross-Check Confirms the Reasonableness of the Requested Attorney's Fees

44. As of August 4, 2025, Zakay Law Group, APLC incurred a total lodestar of $135,340.00 for 192.8 hours worked by attorneys and staff successfully litigating this matter. I have reviewed my firm's lodestar in this matter and believe the charges are reasonable and were reasonably necessary to the conduct of the case.

45. Additionally, the attorneys and staff at co-counsel JCL Law Firm, APC worked a total of 65 hours successfully prosecuting this action for a lodestar of $50,870.00. If requested, Class Counsel

will provide true and accurate copies of all billing journals supporting the above stated loadstar to the Court for its *in camera* review.

46. Collectively, Class Counsel spent a total of 257.8 hours successfully litigating this matter for a total combined lodestar of $186,210.00 and is summarized by firm below:

FIRM	**Hours**	**Total**
JCL Law Firm, APC	65	$50,870.00
Zakay Law Group, APLC	192.8	$135,340.00
Total	257.8	$186,210.00

47. Further, Class Counsel will be performing additional work, including finalizing the motion for final approval, attending the hearing on final approval, finalizing the orders and judgment, and monitoring completion of the settlement process over the course of several years. I expect this additional work will result in an additional 10-15 hour of additional work and an additional lodestar between $6,250 and $9,375.

48. **Therefore, the requested fee award as a percentage of the fund is supported by the overall lodestar incurred with a negative multiplier of 0.71.** Again, obviously this is much lower than the multiplier approved in *Laffitte* with significant work left to perform. The requested award is therefore reasonably viewed by the Lodestar/Multiplier cross-check

Class Counsel's Costs

49. As of the date of this filing, Class Counsel has incurred a total of $24,682.96 (Zakay Law Group - $13,940.80; JCL Law Firm - $10,742.16) litigating this action. All of Class Counsel's out-of-pocket expenses are the types of expenses normally charged to paying clients including the following: filing fees; copying; postage; factual and legal research; mediation fees; and expert costs, which were all incurred during, and were necessary for the successful prosecution of, the litigation and, therefore, should be reimbursed.

Plaintiff's Service Award is Reasonable and Should be Approved

50. As a preliminary matter, Plaintiff granted Defendants a broad and general release of all claims from her employment. In exchange, the Plaintiff's Service Award is, in part, intended to

compensate Plaintiff for executing this general release. This release is far broader than the release that binds the remainder of the Settlement Class.

51. Regarding the amount of the requested award, courts frequently approve awards of $10,000.00. *See In re Cellphone*, 186 Cal. App. 4th 1380 (2010) (upholding $10,000.00 service award to each of the four class representatives). The amount of the requested Service Award to Plaintiff for $10,000 is reasonable by reference to the amounts that California courts (both federal and state) have repeatedly awarded in similar class action settlements. *See Baker v. LA. Fitness Int'l, LLC,* No. BC438654 (L.A. County Super. Ct. Dec. 12, 2012) (awarding $10,000 enhancement payments to three of the named plaintiffs); *Blue v. Codwell Banker Residential Brokerage Co.,* No. BC417335 (L.A. County Super. Ct Mar. 21, 2011) (awarding $10,000 enhancement payment); *Buckmire v. Jo-Ann Stores, Inc.,* No. BC394795 (L.A. County Super. Ct. June 11, 2010) (awarding $10,000 enhancement payments to the named plaintiff); *Coleman v. Estes Express Lines, Inc.,* No. BC429042 (LA. County Super. Ct. Oct. 3, 2013) (awarding $10,000 enhancement payment); *Ethridge v. Universal Health Services, Inc.,* No. BC391958 (L.A. County Super. Ct. May 27, 2011) (awarding $10,000 enhancement payment); *Hickson v. South Coast Auto Insurance Marketing, Inc.,* No. BC390395 (L.A. County Super. Ct. Mar. 27, 2012) (awarding $10,000 enhancement payment); *Hill v. Sunglass Hut Int'l, Inc,* No. BC422934 (LA. County Super. Ct. July 2, 2012) (awarding $10,000 enhancement payments to the named plaintiffs); *Kabamba v. Victoria's Secret Stores. LLC,* No. BC368528 (L.A. County Super. Ct. Aug. 19, 2011) (awarding enhancement payments of $ 10,000 to the named plaintiffs along with additional compensation for their general release of claims); *Magee v. American Residential Services, LLC,* No. BC423798 (LA. County Super. Ct Apr. 21, 2011) (awarding $15,000 enhancement payment); *Mares v. BFS Retail & Commercial Operations, LLC,* No. BC375967 (L.A. County Super. Ct. June 24, 2010) (awarding $15,000 enhancement payments to the named plaintiffs); *Nevarez v. Trader Joe's Co.,* No. BC373910 (LA. County Super. Ct. Jan. 29, 2010) (awarding $10,000 enhancement payment); *Ordaz v. Rose Hills Mortuary, LP.,* No. BC386500 (LA. County Super. Ct. Mar. 19, 2010) (awarding 10,000 enhancement payments to the named plaintiffs); *Sheldon v. AHMC Monterey Park Hospital LP,* No. BC440282 (L.A. County Super. Ct. Feb. 22, 2013) (awarding $10,000 enhancement payment); *Silva v. Catholic Moray Services, Inc.,* No. BC408054 (L.A. County Super. Ct. Feb. 8, 2011) (awarding

$10,000 enhancement payments to the named plaintiffs); *Weisbarth v. Banc West Investment Services, Inc,* No. BC422202 (L.A. County Super. Ct. May 24, 2013) (awarding $10,000 enhancement payment); *Zamora v. Balboa Life & Casualty LLC,* No. BC360026 (LA. County Super. Ct. Mar. 7, 2013) (awarding $25,000 enhancement payments to the named plaintiffs); *Acheson v. Express, LLC, No.* 109CV135335 (Santa Clara County Super. Ct. Sep. 13, 2011) (awarding $10,000 enhancement payment); *Aguiar v. Cinguar Wireless. LLC,* No. CV 06-8197 DDP (AJWx) (C.D. Cal. Mar. 17, 2011) (awarding $14,767 enhancement payment); *Bejarano v. Amerisave Mortgage Corp.,* No. EDCV 08-00599 SGL (Opx) (C.D. Cal. June 22, 2010) (awarding $10,000 enhancement payment); *Carbajal v. Sally Beauty Supply LLC,* No. CIVVS 1004307 (San Bernardino Super. Ct. Aug. 6, 2012) (awarding $10,000 enhancement payments to the named Plaintiffs); *Contreras v. Serco Inc.,* No. 10-cv-04526-CAS-JEMx (CD. Cal. Sep. 10, 2012) (awarding $10,000 enhancement payment); *Guerrero v. R.R. Donnelley & Sons Co.,* No. RIC 10005196 (Riverside Super. Ct July 16, 2013) (awarding $10,000 enhancement payment); *Kisliuk v. ADT Security Services, Inc.,* No. CV08-0324 DSF (RZx) (C.D. Cal. Jan. 10, 2011) (awarding $10,000 enhancement payment); *Morales v. BCBG Maxaria Int'l Holdings, Inc.,* No. JCCP 4582 (Orange County Super. Ct Jan. 24, 2013) (awarding $10,000 enhancement payment); and *Barrett v. Doyon Security Services, LLC,* Nos. BS900199, BS900517 (San Bernardino County Super. Ct. Apr. 23, 2010) (awarding $10,000 enhancement payment).

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52. Further, the unanimous consent by the Class Members favors the Court's approval of the requested Service Award. Equally important, the time, effort, and services provided to the Settlement Class justifies the requested Service Award. The Class Representative performed her duties to the Settlement Class admirably. Plaintiff's work is summarized in her declaration filed concurrently herewith. Plaintiff assumed the serious risk of liability for Defendants' costs and potentially fees if the case was unsuccessful. Nevertheless, Plaintiff knowingly and voluntarily undertook the risk to vindicate the rights of the Settlement Class.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 4th day of August 2025, at San Diego, California.

ZAKAY LAW GROUP, APLC

By: ______________________________

Jackland K Hom
Attorneys for Plaintiff

EXHIBIT 1

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

IVONNE GONZALES, an individual, on behalf of herself and on behalf of all persons similarly situated, Plaintiff, v. OFFICIA IMAGING, INC. dba OFFICE1, a Nevada corporation; ALTERNATIVE BUSINESS EQUIPMENT, INC. dba OFFICE1, a Nevada corporation; and DOES 1-50, Inclusive, Defendants.	Case No.: 37-2022-00041104-CU-OE-CTL [Consolidated with Case No. 37-2022-00050305-CU-OE-CTL] [Action Filed October 12, 2022] **STIPULATION OF SETTLEMENT OF CLASS AND PAGA ACTION CLAIMS AND RELEASE OF CLAIMS**

This Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims is entered into by and between Plaintiff IVONNE GONZALES (hereinafter "Plaintiff"), individually, on behalf of herself, all persons similarly situated, and aggrieved employees, and Defendants OFFICIA IMAGING, INC. dba OFFICE1, and ALTERNATIVE BUSINESS EQUIPMENT, INC. dba OFFICE1 (hereinafter "Defendants") (together the "Parties"):

I. **DEFINITIONS**

A. "Action" shall mean the putative class action lawsuit designated *Gonzales v. Officia Imaging, Inc., et al.*, Superior Court of San Diego, Case No. 37-2022-00041104-CU-OE-CTL, filed October 12, 2022 (Consolidated with the PAGA representative lawsuit, Case No. 37-2022-00050305-CU-OE-CTL).

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

C. "Agreement" or "Settlement Agreement" means this Stipulation of Settlement of Class and PAGA Action and Release of Claims.

D. "Aggrieved Employees" means all non-exempt employees who are or previously were employed by Defendants Officia Imaging, Inc. dba Office1 and/or Alternative Business Equipment, Inc. dba Office1 and performed work in California during the PAGA Period.

E. "Attorneys' Expenses" means the award of expenses that the Court authorizes to be paid to Class Counsel for the expenses they have incurred, up to $30,000.

F. "Attorneys' Fees" means the award of fees that the Court authorizes to be paid to Class Counsel for services rendered to Plaintiff and the Settlement Class in the Action, currently not to exceed one-third of the Gross Settlement Amount currently estimated to be $133,333.33 out of $400,000.00. Attorneys' fees will be split between Class Counsel as follows: 50% to JCL Law Firm, APC, and 50% to Zakay Law Group, APLC.

G. "Claims Administration Expenses" shall mean the amount paid to the Settlement Administrator from the Gross Settlement Amount for administering the Settlement pursuant to this Agreement currently estimated not to exceed $5,000.00.

H. "Class" or the "Class Members" means all hourly or non-exempt employees who are or previously were employed by Defendants Officia Imaging, Inc. dba Office1 and/or Alternative Business Equipment, Inc. dba Office1 and performed work in California during the Class Period.

I. "Class Counsel" shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC, and Shani Zakay, Esq. of Zakay Law Group, APLC.

J. "Class Data" means information regarding Class Members that Defendants will in good faith compile from its records and provide to the Settlement Administrator. It shall be formatted as a Microsoft Excel spreadsheet and shall include: each Class Member's full name; last known address; Social Security Number; start dates and end dates of employment.

K. "Class Period" means the period from October 12, 2018, to July 2, 2024.

L. "Plaintiff and Class Representative" shall mean Ivonne Gonzales.

M. "Defendants" shall mean Officia Imaging, Inc. dba Office1, and Alternative Business Equipment, Inc. dba Office1.

N. "Parties" means Plaintiff and Defendants, collectively, and "Party" shall mean either Plaintiff or Defendants, individually.

O. "Court" means the Superior Court for the State of California, County of San Diego currently presiding over the Action.

P. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters Judgment on its Orders Approving the Class and PAGA Settlements and (b) the Judgments are final and is no longer appealable. The Judgments are final and no longer appealable upon the later of: (i) the day after the last date by which a notice of appeal to the applicable Court of Appeal of the approval orders may be timely filed, and none is filed; (ii) if an appeal is filed, and the appeal is finally disposed of by ruling, dismissal, denial, or otherwise, the day after the last date for filing a request for further review of the orders approving the settlement passes, and no further review is requested; or (iii) if an appeal is filed and there is a final disposition by ruling, dismissal, denial, or otherwise by the Court of Appeal, and further review of the orders approving the Settlement is requested, the day after the review is finally dismissed or denied with prejudice and/or no further review of the orders can be requested.

Q. "Funding Date" shall mean the date by which Defendants have paid the entire Gross Settlement Amount to the Claims Administrator in accord with the terms of this Agreement.

R. "Gross Settlement Amount" means the sum of Four Hundred Thousand Dollars and Zero Cents ($400,000.00) that is the maximum amount to be paid by Defendants into the QSF, defined below, in connection with this Settlement, inclusive of the sum of Individual Settlement Payments, Claims Administration Expenses, Attorneys' Fees and Expenses, Service Award, and the PAGA Payment.

1. Defendants shall pay the employers' share of applicable payroll taxes due on the portion of Individual Settlement Payments allocated to wages separately and in addition to the Gross Settlement Amount. Defendants will have no obligation to pay any amount in connection with this Settlement Agreement apart from the Gross Settlement Amount and employers' share of applicable payroll taxes due on the portion of Individual Settlement Payments allocated to wages.

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

T. "Net Settlement Amount" or "NSA" means the Gross Settlement Amount, less Attorneys' Fees and Attorneys' Expenses, Service Award, PAGA Payment, and Claims Administration Expenses.

U. "Workweeks," or "Workweek," as used herein, shall mean any seven (7) consecutive days beginning on Sunday and ending on Saturday, in which a Class Member is employed by Defendants during the Class Period in California.

V. "Payment Ratio" means the respective Workweeks for each Class Member divided by the sum total Workweeks for all Class Members.

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

X. "Operative Complaint" shall mean the Complaint on file in the Action.

Y. "PAGA" means the California Labor Code Private Attorneys General Act of 2004, Labor Code § 2698 *et seq.*

Z. "PAGA Period" means the period from October 12, 2021, to July 2, 2024.

AA. "PAGA Payment" shall mean Twenty Thousand Dollars and Zero Cents ($20,000.00) to be allocated from the Gross Settlement Amount for civil penalties under PAGA, with 25% of the payment going to the Aggrieved Employees and 75% of the payment going to the Labor and Workforce Development Agency. The amount of the PAGA Payment is subject to Court approval pursuant to California Labor Code section 2699(l). Any reallocation of the Gross Settlement Amount to increase the PAGA Payment will not constitute grounds by either party to void this Agreement, so long as the Gross Settlement Amount remains the same.

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

CC. "PAGA Payment Ratio" means the respective Pay Periods during the PAGA Period that each Aggrieved Employee worked for Defendants divided by the sum total of the Pay Periods that all Aggrieved Employees worked for Defendants during the PAGA Period.

DD. "QSF" means the Qualified Settlement Fund established, designated, and maintained by the Settlement Administrator to fund the Gross Settlement Amount.

EE. "Released Class Claims" shall mean the release from the Class Members of all class claims alleged, or reasonably could have been alleged based on the facts alleged, in the Operative Complaint in the Action which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period.

FF. "Released PAGA Claims" shall mean the release from the Aggrieved Employees of all PAGA claims alleged in the Operative Complaint in the Action and Plaintiff's PAGA notice to the LWDA which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation and PAGA claims outside the PAGA Period.

GG. "Released Parties" shall mean Defendants together with their officers, directors, employees, and agents.

HH. "Response Deadline" means the date forty-five (45) calendar days after the Settlement Administrator first mails the Notice Packets to Class Members and the last date on which Class Members may submit requests for exclusion or objections to the Settlement. If the forty-fifth (45) day falls on a Sunday or Federal holiday, the Response Deadline will be extended to the next day on which the U.S. Postal Service is open.

II. "Service Award" means an award in the amount of $10,000.00 or in an amount the Court authorizes to be paid to the Class Representative, in addition to her Individual Settlement Payment and her individual Aggrieved Employee Payment, in recognition of her efforts and risks in assisting with the prosecution of the Action.

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

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

II. <u>RECITALS</u>

A. On October 12, 2022, Plaintiff filed a putative class action complaint in the Superior Court for the State of California for the County of San Diego, Case No. 37-2022-00041104 CU-OE-CTL, alleging wage and hour violations under California law. Plaintiff raised the following causes of action: (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 wages when due in violation of Cal. Lab. Code §§ 201, 202 and 203; (7) Failure to provide accurate itemized statements in violation of Cal. Lab. Code § 226; (8) Retaliation in violation of Cal. Lab. Code § 1102.5; (9) Constructive discharge in violation of public policy.

B. On October 12, 2022, Plaintiff filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendants. Plaintiff's LWDA notice alleged that Defendants violated California Labor Code

Sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802, 2804, 2699.5 and applicable Industrial Welfare Commission Wage Order(s).

C. On December 14, 2022, Defendants removed the Action to the United States District Court Southern District of California, Case Number 22-CV-1982-DMS-MDD.

D. On December 16, 2022, Plaintiff filed a representative action PAGA complaint in the Superior Court for the State of California for the County of San Diego, 37-2022-00050305-CU-OE-CTL, seeking to collect civil penalties for the alleged labor code violation outlined in Plaintiff's LWDA notice.

E. In order to facilitate the Settlement, the Parties filed a Joint Stipulation to Remand on June 6, 2024.

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

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

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

I. On April 4, 2024, the Parties participated in mediation presided over by the Steven Mehta, Esq., an experienced mediator of wage and hour class and PAGA actions. The mediation concluded without a settlement, but the Parties subsequently agreed on a settlement via the mediator's proposal, which was subsequently memorialized in the form of a Memorandum of Understanding.

J. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendants that the claims in the Action of Plaintiff or the Class Members have merit or that Defendants bear any liability to Plaintiff or the Class on those claims or any other claims, or as an admission by Plaintiff that Defendants' defenses in the Action have merit.

K. The Parties believe that the Settlement is fair, reasonable and adequate. The Settlement was arrived at through arm's-length negotiations, taking into account all relevant factors. The Parties recognize the uncertainty, risk, expense and delay attendant to continuing the Action through trial and any appeal. Accordingly, the

Parties desire to settle, compromise and discharge all disputes and claims arising from or relating to the Action fully, finally, and forever.

L. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendants reserve the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Action.

III. TERMS OF AGREEMENT

Plaintiff, on behalf of her, the Class and aggrieved employees, and Defendants agree as follows:

A. Settlement Consideration and Settlement Payments by Defendants.

1. Settlement Consideration. In full and complete settlement of the Action, and in exchange for the releases set forth below, Defendants will make a single payment of $400,000 into the QSF, which the Settlement Administrator will manage and establish. The GSA will be used to pay the: (a) Individual Settlement Payments; (b) the Service Award; (c) Attorneys' Fees and Expenses; (d) PAGA Payments; and (e) Claims Administration Costs. The Parties agree that this is a non-reversionary Settlement and that no portion of the Gross Settlement Amount shall revert to Defendants. Other than the Defendants' share of employer payroll taxes and as provided in Section III.A.2 below, Defendants shall not be required to pay more than the Gross Settlement Amount.

2. Class Size and Escalator Clause. Settlement was reached based on the assumption that approximately 109 Class Members worked 13,540 workweeks for Defendant during the Class Period and approximately 71 aggrieved employees worked approximately 2,821 pay periods during the PAGA period. If it is determined that the number of workweeks or pay periods exceeds twelve percent (12%) or more of this estimate (*i.e.*, more than 15,165 workweeks; more than 3,160 pay periods), then Defendant shall have the sole option to: (i) increase the GSA Settlement proportionally per additional

workweek or pay period (i.e., if there was a 20% increase in the number of workweeks or pay periods worked by Class Members, Defendant would agree to increase the GSA Amount by 8%, respectively); or (ii) end the Class/PAGA Settlement period as of the date that the number of GSA workweeks reaches 13,540.

3. Settlement Payment. Defendants shall deposit the GSA into the QSF, through the Settlement Administrator by the Effective Date. Any interest accrued will be added to the NSA and distributed to the Settlement Class Members except that if final approval is reversed on appeal, then Defendants is entitled to prompt return of the principal and all interest accrued.

4. Defendants' Share of Payroll Taxes. Defendants' share of employer side payroll taxes is in addition to the Gross Settlement Amount and shall be paid together with the Gross Settlement Amount on the Funding Date.

B. Release by Settlement Class Members. Plaintiff and all Class Members who do not submit a valid and timely Request for Exclusion Form, on behalf of himself or herself, his or her heirs, descendants, dependents, executors, administrators, assigns, and successors, fully and finally release and discharge the Released Parties from any and all of the Released Class Claims within the Class Period. This waiver and release will be final and binding upon the Effective Date and funding of the GSA, and will have every preclusive effect permitted by law. Plaintiff and the Class Members may hereafter discover facts or legal arguments in addition to or different from those they now know or currently believe to be true with respect to the Released Class Claims. The discovery of new facts or legal arguments shall in no way limit the scope or definition of the Released Class Claims. By virtue of this Agreement, Plaintiff and the Class Members shall be deemed to have, and by operation of the final judgment approved by the Court, upon funding of the GSA, shall have, fully, finally, and forever settled and released all of the Released Class Claims. The Parties understand and agree the scope of the release described in this paragraph: (a) is a material part of the consideration for this Agreement; (b) was critical in justifying the agreed upon economic value of this settlement and without it Defendants would not have agreed to the consideration provided; and (c) is narrowly drafted and necessary to ensure Defendants are obtaining peace of mind regarding the resolution of claims that were or could have been alleged based on the facts, causes of action, and legal theories contained in the operative complaints in the Action.

C. Release by the Aggrieved Employees. Upon the Effective Date and funding of the GSA, the LWDA, the State of California, Plaintiffs and Eligible Aggrieved Employees fully release and forever discharge the Released Parties from any and all Released PAGA Claims.

General Release by Plaintiff. In consideration for the consideration set forth in this Agreement, Plaintiff, for herself and her heirs, successors, and assigns waive, release, acquit, and forever discharges the Released Parties from any and all claims, actions, charges, complaints, grievances, and causes of action, of whatever nature, whether known or unknown, which exist or may exist on Plaintiff' behalf as of the date of this Agreement. This includes, but is not limited to, any and all tort claims, contract claims, wage claims, wrongful termination claims, disability claims, benefit claims, public policy claims, retaliation claims, statutory claims, personal injury claims, emotional distress claims, invasion of privacy claims, defamation claims, fraud claims, quantum meruit claims, and any and all claims arising under any federal, state or other governmental statute, law, regulation or ordinance, including any claims arising under the California Fair Employment and Housing Act, the Labor Code, the Wage Orders of California's Industrial Welfare Commission, other state wage and hour laws, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Employee Retirement Income Security Act, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, the Family Rights Act, the Family Medical Leave Act, California's Whistleblower Protection Act, Business & Professions Code sections 17200, et seq., and any and all claims arising under any federal, state or other governmental statute, law, regulation or ordinance. Plaintiff also expressly waive and relinquish any and all claims, rights or benefits they may have under Civil Code section 1542, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY 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.

Plaintiff may hereafter discover claims or facts in addition to, or different from, those which they now know or believe to exist. But Plaintiff expressly agree to fully, finally, and forever settle and release any and all claims against the Released Parties, known or unknown, suspected or unsuspected, which exist or may exist against Released Parties at the time of execution of this Agreement. This includes, but is not limited to, any and all claims relating to or arising from Plaintiff's employment with Defendants. The Parties further acknowledge, understand, and agree this representation and commitment is essential to the Agreement and that this Agreement would not have been entered were it not for this representation and commitment.

D. Nullification of Settlement Agreement. If: (a) the Court does not finally approve the Settlement as provided herein; (b) the Settlement does not become final for any other reason; or (c) Defendants fail to fully fund the GSA then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will likewise be treated as void from the beginning. Defendants shall bear the sole responsibility for any cost to issue or reissue any curative notice to the Settlement Class Members and all Claims Administration Expenses incurred to the date of nullification if the Agreement is nullified due to Defendants' failure to fully fund the Gross Settlement Amount. If the Agreement is nullified for any other reason, both Parties shall equally bear the responsibility for any cost to issue or reissue any curative notice to the Settlement Class Members and all Claims Administration Expenses incurred to the date of nullification.

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

F. Tax Liability. Defendants make no representation as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiff, Class Members, and Eligible Aggrieved Employees are not relying on any statement, representation, or calculation by Defendants or by the Settlement Administrator in this regard. Plaintiff, Class Members, and Eligible Aggrieved Employees understand and agree they will be solely responsible for the payment of any taxes and penalties assessed on the payments described herein. If any state or federal taxing authority contacts, investigates, or pursues any action against any Plaintiff, Class Members, and Eligible Aggrieved Employees for their individual share of taxes related to any payments made under this Settlement or any compensation provided at any time by Defendants or any of the Released Parties, each Class Member and/or Eligible Aggrieved Employee, including Plaintiff, shall be responsible for their own defense of and payment for any claim of unpaid taxes, interest, or penalties brought by any state or federal taxing authority for their share of any state or federal tax obligation.. If a Class Member or Eligible Aggrieved Employee has questions about any liability to any state or federal taxing authority, they shall contact the Settlement Administrator. The Class Members and Eligible Aggrieved Employees, including Plaintiff, shall not contact Defendants, any of the Released Parties, or Defense Counsel regarding this Settlement or its tax consequences. Nothing herein shall be deemed to constitute tax advice or guidance.

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

H. Preliminary Approval Motion. Plaintiff shall file with the Court, by August 1, 2024, a Motion for Order Granting Preliminary Approval and supporting papers, which shall include this Settlement Agreement. Plaintiff will provide Defendants with a draft of the Motion at least three (3) business days prior to the filing of the Motion to give Defendants an opportunity to propose changes or additions to the Motion.

I. Settlement Administrator. The Settlement Administrator shall be responsible for: establishing and administering the QSF; calculating, processing and mailing payments to the Class Representative, Class Counsel, LWDA and Class Members; printing and mailing the Notice Packets to the Class Members as directed by the Court; receiving and reporting the objections and requests for exclusion; calculating, deducting and remitting all legally required taxes from Individual Settlement Payments and distributing tax forms for the Wage Portion, the Penalties Portion and the Interest Portion of the Individual Settlement Payments and/or Aggrieved Employees' individual shares of the Aggrieved Employee Payment; processing and mailing tax payments to the appropriate state and federal taxing authorities; providing declaration(s) as necessary in support of preliminary and/or final approval of this Settlement; and other tasks as the Parties mutually agree or the Court orders the

Settlement Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities by among other things, sending a weekly status report to the Parties' counsel stating the date of the mailing, the of number of Elections Not to Participate in Settlement it receives (including the numbers of valid and deficient), and number of objections received.

J. Notice Procedure.

1. Class Data. No later than twenty-one (21) calendar days after the Preliminary Approval has been given, Defendants shall provide the Settlement Administrator with the Class Data for purposes of preparing and mailing Notice Packets to the Class Members. The Class Data will be presumed to be correct unless a particular Class Member proves otherwise to the Settlement Administrator by credible written evidence. All Workweek disputes will be resolved and decided by the Settlement Administrator, and the Settlement Administrator's decision on all Workweek disputes is final and non-appealable.

2. Notice Packets.

a) The Notice Packet shall contain the Notice of Class Action Settlement in a form substantially similar to the form attached as **Exhibit A**. The Notice of Class Action Settlement shall inform Class Members and Aggrieved Employees that they need not do anything in order to receive an Individual Settlement Payment and/or Aggrieved Employees' individual shares of the Aggrieved Employee Payment and to keep the Settlement Administrator apprised of their current mailing address, to which the Individual Settlement Payments and/or Aggrieved Employees' individual shares of the Aggrieved Employee Payment will be mailed following the Funding Date. The Notice of Class Action Settlement shall set forth the release to be given by all members of the Class who do not request to be excluded from the Settlement Class and/or Aggrieved Employee in exchange for an Individual Settlement Payment and/or Aggrieved Employees' individual share of the Aggrieved Employee Payment, the number of Workweeks worked by each Class Member during the Class Period and PAGA Period, if any, and the estimated amount of their Individual Settlement Payment if they do not request to be excluded from the Settlement and each Aggrieved Employee's individual share of the Aggrieved Employee Payment, if any. The Settlement Administrator shall use the Class Data to determine Class Members' Workweeks and PAGA Pay Periods. The Notice will also advise the Aggrieved Employees that they will release the Released PAGA Claims and will receive their share of the Aggrieved Employee Payment regardless of whether they request to be excluded from the Settlement.

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

3. Notice by First Class U.S. Mail. Upon receipt of the Class Data, the Settlement Administrator will perform a search based on the National Change of Address Database to update and correct any known or identifiable address changes. No later than ten (10) calendar days after receipt of the Class Data, the Settlement Administrator shall mail copies of the Notice Packet to all Class Members via regular First-Class U.S. Mail. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Class Member. The address identified by the Settlement

Administrator as the current mailing address shall be presumed to be the best mailing address for each Class Member.

4. Undeliverable Notices. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to any forwarding address provided. If no forwarding address is provided, the Settlement Administrator shall promptly attempt to determine a correct address by lawful use of skip-tracing, or other search using the name, address and/or Social Security number of the Class Member involved, and shall then perform a re-mailing, if another mailing address is identified by the Settlement Administrator. In addition, if any Notice Packets, which are addressed to Class Members who are currently employed by Defendants, are returned to the Settlement Administrator as non-delivered and no forwarding address is provided, the Settlement Administrator shall notify Defendants. Defendants will request that the currently employed Class Member provide a corrected address and transmit to the Administrator any corrected address provided by the Class Member. Class Members who received a re-mailed Notice Packet shall have their Response Deadline extended fifteen (15) days from the original Response Deadline.

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

6. Disputes Regarding Administration of Settlement. Any disputes not resolved by the Settlement Administrator concerning the administration of the Settlement will be resolved by the Court under the laws of the State of California. Before any such involvement of the Court, counsel for the Parties will confer in good faith to resolve the disputes without the necessity of involving the Court.

7. Exclusions. The Notice of Class Action Settlement contained in the Notice Packet shall state that Class Members who wish to exclude themselves from the Settlement must submit a written request for exclusion by the Response Deadline. The written request for exclusion must state that the Class Member wishes to exclude himself or herself from the Settlement and (1) must contain the name, address, and the last four digits of the Social Security number of the person requesting exclusion; (2) must be signed by the Class Member; (3) must be postmarked or fax stamped by the Response Deadline and returned to the Settlement Administrator at the specified address or fax telephone number; and (4) contain a typewritten or handwritten notice stating in substance: "I wish to opt out of the settlement of the class action lawsuit entitled *Gonzales v. Officia Imaging, Inc., et al.*, currently pending in San Diego County Superior Court, Case No. 37-2022-00041104-CU-OE-CTL. I understand that by requesting to be excluded from the settlement, I will receive no money from the Settlement described in this Notice." The request for exclusion will not be valid if it is not timely submitted, if it is not signed by the Class Member, or if it does not contain the name and address and last four digits of the Social Security number of the Class Member. The date of the postmark on the mailing envelope or fax stamp on the request for exclusion shall be the exclusive means used to determine whether the request for exclusion was timely submitted. Any Class Member who requests to be excluded from the Settlement Class will not be entitled to an Individual Settlement Payment and

will not be otherwise bound by the terms of the Settlement or have any right to object, appeal or comment thereon. However, any Class Member that submits a timely request for exclusion that is also a member of the Aggrieved Employees will still receive his/her pro rata share of the PAGA Settlement, as specified below, and in consideration, will be bound by the Release by the Aggrieved Employees as set forth herein. Settlement Class Members who fail to submit a valid and timely written request for exclusion on or before the Response Deadline shall be bound by all terms of the Settlement and any final judgment entered in this Action if the Settlement is approved by the Court. No later than fourteen (14) calendar days after the Response Deadline, the Settlement Administrator shall provide counsel for the Parties with a final list of the Class Members who have timely submitted written requests for exclusion. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage members of the Class to submit requests for exclusion from the Settlement.

8. Objections. The Notice of Class Action Settlement contained in the Notice Packet shall state that Class Members who wish to object to the Settlement may submit to the Settlement Administrator a written statement of objection ("Notice of Objection") by the Response Deadline. The postmark date of mailing shall be deemed the exclusive means for determining that a Notice of Objection was served timely. The Notice of Objection, if in writing, must be signed by the Settlement Class Member and state: (1) the case name and number; (2) the name of the Settlement Class Member; (3) the address of the Settlement Class Member; (4) the last four digits of the Settlement Class Member's Social Security number; (5) the basis for the objection; and (6) if the Settlement Class Member intends to appear at the Final Approval/Settlement Fairness Hearing. Class Members who fail to make objections in writing in the manner specified above may still make their

objections orally at the Final Approval/Settlement Fairness Hearing with the Court's permission. Settlement Class Members will have a right to appear at the Final Approval/Settlement Fairness Hearing to have their objections heard by the Court regardless of whether they submitted a written objection. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to file or serve written objections to the Settlement or appeal from the Order and Final Judgment. Class Members who submit a written request for exclusion may not object to the Settlement. Class Members may not object to the PAGA Payment.

K. Funding and Allocation of the Gross Settlement Amount. To facilitate the funding of the QSF for distribution as detailed above, Defendants will make a single payment of $400,000, plus any employer's share of payroll taxes as mandated by law, into the QSF by the Effective Date. The Settlement Administrator will notify Defendants' counsel of the account information to which Defendants will wire the payment into the QSF to fund the GSA. Upon establishing the QSF, the Settlement Administrator will maintain the fund through preliminary approval, the settlement administration, and approval process.

1. Calculation of Individual Settlement Payments. Individual Settlement Payments shall be paid from the Net Settlement Amount and shall be paid pursuant to the formula set forth herein. Using the Class Data, the Settlement Administrator shall add up the total number of Workweeks for all Class Members. The respective Workweeks for each Class Member will be divided by the total Workweeks for all Class Members, resulting in the Payment Ratio for each Class Member. Each Class Member's Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Class Member's estimated Individual Settlement Payments. Each Individual Settlement Payment will be reduced by any legally mandated employee tax withholdings (e.g., employee payroll taxes, etc.). Individual Settlement Payments for Class

Members who submit valid and timely requests for exclusion will be redistributed to Settlement Class Members who do not submit valid and timely requests for exclusion on a pro rata basis based on their respective Payment Ratios.

2. Calculation of Individual Payments to the Aggrieved Employees. Using the Class Data, the Settlement Administrator shall add up the total number of PAGA Pay Periods for all Aggrieved Employees during the PAGA Period. The respective PAGA Pay Periods for each Aggrieved Employee will be divided by the total PAGA Pay Periods for all Aggrieved Employees, resulting in the "PAGA Payment Ratio" for each Aggrieved Employee. Each Aggrieved Employee's PAGA Payment Ratio will then be multiplied by the Aggrieved Employee's Portion of the PAGA Payment, \$5,000.00 (25% of \$20,000), to calculate each Aggrieved Employee's estimated share of the PAGA Payment.

3. Allocation of Individual Settlement Payments. For tax purposes, Individual Settlement Payments shall be allocated and treated as 20% wages ("Wage Portion") and 40% penalties ("Penalty Portion") and 40% pre-judgment interest ("Interest Portion"). The Wage Portion of the Individual Settlement Payments shall be reported on IRS Form W-2 and the Penalty and Interest Portions of the Individual Settlement Payments shall be reported on IRS Form 1099 issued by the Settlement Agreement.

4. Allocation of Aggrieved Employee Payments. For tax purposes, Aggrieved Employee Payments shall be allocated and treated as 100% penalties. The Settlement Administrator will be responsible for issuing Eligible Aggrieved Employees an IRS Form 1099 if the Eligible Aggrieved Employee's Individual PAGA Payment exceeds \$600.

5. No Credit Toward Benefit Plans. The Individual Settlement Payments and individual shares of the PAGA Payment made to Settlement Class Members

and/or Aggrieved Employees under this Settlement Agreement, as well as any other payments made pursuant to this Settlement Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

6. Distribution and Timing of Payments. Within twenty-one (21) calendar days of the Effective Date and Defendants fully funding the QSF with the GSA, the Settlement Administrator will issue payments to: (a) all Class Members who have not submitted a valid and timely Request for Exclusion Form, including any Class Member whose notice was returned as undeliverable; (b) Eligible Aggrieved Employees; (c) Plaintiff; (d) Class Counsel; and (e) LWDA. The Settlement Administrator will also issue a payment to itself for Court-approved services performed in connection with the Settlement. The Settlement Administrator will pay Individual Settlement Payments from the Net Settlement Amount to all Class Members who do not timely request exclusion. The Settlement Administrator will also pay Individual PAGA Payments from the twenty-five percent (25%) portion of the PAGA Payment to all Eligible Aggrieved Employees. The Settlement Administrator will submit these payments by sending a check in the appropriate amount to the Class Members at the address indicated in the Class List provided by Defendants, or as later determined by the Settlement Administrator to be correct.

7. Expiration. Any checks issued to Settlement Class Members and Aggrieved Employees shall remain valid and negotiable for one hundred and eighty (180)

days from the date of their issuance. If a Settlement Class Member and/or Aggrieved Employee does not cash his or her settlement check within ninety (90) days, the Settlement Administrator will send a letter to such persons, advising that the check will expire after the 180th day, and invite that Settlement Class Member and/or Aggrieved Employee to request reissuance in the event the check was destroyed, lost or misplaced. Any check not cashed within one hundred eighty (180) calendar days will be void. The funds from the uncashed checks shall be distributed by the Settlement Administrator to the State Controller's Unclaimed Property Fund. The Settlement Administrator shall provide the Parties' counsel a declaration of deposit with the State Controller's Unclaimed Property Fund. Any costs associated with administering the remaining funds under this paragraph (*e.g.*, bank stop-payment charges, settlement administration costs associated with any reserve amount) or payments to the State Controller's Unclaimed Property Fund will be deducted before the deposit into the State Controller's Unclaimed Property Fund.

8. Service Award. In addition to the Individual Settlement Payment as a Settlement Class Member and her individual share of the Aggrieved Employee Payment, Plaintiff will apply to the Court for an award of not more than $10,000.00 as a Service Award. Defendants will not oppose Plaintiff's request for a Service Award not to exceed $10,000.00. The Settlement Administrator shall pay the Service Award, either in the amount stated herein if approved by the Court or some other amount as approved by the Court, to Plaintiff from the Gross Settlement Amount no later than fifteen (15) calendar days after the Effective Date. Any portion of the requested Service Award that is not awarded to the Class Representative shall be part of the Net Settlement Amount and shall be distributed to Settlement Class Members as provided in this Agreement. The Settlement Administrator shall issue an IRS

Form 1099 — MISC to Plaintiff for her Service Award. Plaintiff shall be solely and legally responsible to pay any and all applicable taxes on her Service Award and shall hold harmless the Released Parties from any claim or liability for taxes, penalties, or interest arising as a result of the Service Awards. Approval of this Settlement shall not be conditioned on Court approval of the requested amount of the Service Award. If the Court reduces or does not approve the requested Service Award, Plaintiff shall not have the right to revoke the Settlement, and it will remain binding.

9. <u>Attorneys' Fees and Attorneys' Expenses</u>. Defendants understand Class Counsel will file a motion for Attorneys' Fees not to exceed one-third of the Gross Settlement Amount currently estimated to be $133,333.33 ***and*** Attorneys' Expenses supported by declaration not to exceed Thirty Thousand Dollars ($30,000.00). Any awarded Attorneys' Fees and Attorneys' Expenses shall be paid from the Gross Settlement Amount. Any portion of the requested Attorneys' Fees and/or Attorneys' Expenses that are not awarded to Class Counsel shall be part of the Net Settlement Amount and shall be distributed to Settlement Class Members as provided in this Agreement. The Settlement Administrator shall allocate and pay the Attorneys' Fees to Class Counsel from the Gross Settlement Amount no later than fifteen (15) calendar days after the Funding Date. Class Counsel shall be solely and legally responsible to pay all applicable taxes on the payment made pursuant to this paragraph. The Settlement Administrator shall issue an IRS Form 1099 — MISC to Class Counsel for the payments made pursuant to this paragraph. In the event that the Court reduces or does not approve the requested Attorneys' Fees, Plaintiff and Class Counsel shall not have the right to revoke the Settlement, or to appeal such order, and the Settlement will remain binding.

10. <u>PAGA Payment</u>. Twenty Thousand Dollars ($20,000) shall be allocated from the Gross Settlement Amount for settlement of claims for civil penalties under

the Private Attorneys General Act of 2004. The Settlement Administrator shall pay seventy-five percent (75%) of the PAGA Payment ($15,000.00) to the California Labor and Workforce Development Agency no later than fifteen (15) calendar days after the Funding Date. Twenty-five percent (25%) of the PAGA Payment ($5,000.00) will be distributed to the Aggrieved Employees as described in this Agreement. For purposes of distributing the PAGA Payment to the Aggrieved Employees, each Aggrieved Employee shall receive their pro-rata share of the Aggrieved Employee Payment using the PAGA Payment Ratio as defined above.

11. Claims Administration Expenses. The Settlement Administrator shall be paid for the costs of administration of the Settlement from the Gross Settlement Amount. The estimate of the Administration Costs is $5,000.00. The Settlement Administrator shall be paid the Claims Administration Expenses no later than fifteen (15) calendar days after the Funding Date.

L. Final Approval Motion. Class Counsel and Plaintiff shall file with the Court a Motion for Order Granting Final Approval and Entering Judgment, within twenty-eight (28) days following the expiration of the Response Deadline, which motion shall request final approval of the Settlement and a determination of the amounts payable for the Service Award, the Attorneys' Fees and Attorneys' Expenses, the PAGA Payment, and the Claims Administration Expenses. Plaintiff will provide Defendants with a draft of the Motion at least three (3) business days prior to the filing of the Motion to give Defendants an opportunity to propose changes or additions to the Motion.

1. Declaration by Settlement Administrator. No later than seven (7) days after the Response Deadline, the Settlement Administrator shall submit a declaration in support of Plaintiff's motion for final approval of this Settlement detailing the number of Notice Packets mailed and re-mailed to Class Members, the number of undeliverable Notice Packets, the number of timely requests for exclusion, the number of objections received, the amount

of the average Individual Settlement Payment and highest Individual Settlement Payment, the Claims Administration Expenses, and any other information as the Parties mutually agree or the Court orders the Settlement Administrator to provide.

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

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

O. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts to implement the Settlement. The Parties will cooperate in vacating any and all class certification deadlines and trial dates. The Parties will cooperate in staying any and all discovery deadlines.

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

Q. Continuing Jurisdiction. The Court shall retain continuing jurisdiction over this Action under California Code of Civil Procedure section 664.6 to ensure the continuing implementation of the provisions of this Settlement and that the time within which to bring this Action to trial under California Code of Civil Procedure section 583.310 shall be extended from the date of signing of this Agreement by all Parties until the entry of the Final Approval Order and Judgment or if not entered, the date this Agreement shall not longer be of any force or effect.

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

S. Entire Agreement. This Agreement and any attached Exhibit constitute the entire Agreement among these Parties, and no oral or written representations, warranties or inducements have been made to any Party concerning this Agreement or its Exhibit other than the representations, warranties and covenants contained and memorialized in this Agreement and its Exhibit.

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

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

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

W. Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronic signature, or e-mail, for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them shall be deemed to be one and the same instrument provided that counsel for the Parties to this Agreement shall exchange among themselves copies or originals of the signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

X. Court Filings. The Parties shall not object to any Court filings consistent with this Agreement.

Y. Disputes. Any disputes between the Parties as to the remaining terms of the Settlement Agreement shall be presented to the mediator Steven Mehta, Esq., for resolution.

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

AA. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with respect to the interpretation, implementation and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel submit to the jurisdiction of the Court for purposes of interpreting, implementing and enforcing the settlement and all orders and judgments entered in connection with this Agreement. If the Court does not approve the Parties' Settlement, Plaintiff will not object to Defendants' removing the Action back to the United States District Court Southern District of California.

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

CC. No Unalleged Claims. Plaintiff and Class Counsel represent that they do not currently intend to pursue any claims against the Released Parties, including, but not limited to, any and all claims relating to or arising from Plaintiff's employment with Defendants, regardless of whether Class Counsel is currently aware of any facts or legal theories upon which any claims or causes of action could be brought against Released Parties, including those facts or legal theories alleged in the operative complaint in this Action.

The Parties further acknowledge, understand and agree that this representation is essential to the Agreement and that this Agreement would not have been entered into were it not for this representation.

DD. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class certification for purposes of this settlement only. Plaintiff or Class Counsel may appeal any reduction in Attorneys' Fees and Costs below the amount they request from the Court, and either Party may appeal any court order that materially alters the Settlement Agreement's terms.

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

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

DATED: 07/24/2024 Ivonne Gonzales
Ivonne Gonzales (Jul 24, 2024 11:59 PDT)

Ivonne Gonzales

IS SO AGREED, FORM AND CONTENT, BY DEFENDANTS:

DATED: 8/9/24

Officia Imaging, Inc. dba Office1

T Rogers

Printed Name

CEO

Title

DATED: 8/9/24

Alternative Business Equipment, Inc. dba Office1

T Rogers

Printed Name

CEO

Title

IT IS SO AGREED AS TO FORM BY COUNSEL:

DATED: 07/24/2024

JCL LAW FIRM, A.P.C.

By:

Jean-Claude Lapuyade, Esq.
Attorneys for Plaintiff and the Settlement Class Members

DATED: 07/24/2024

ZAKAY LAW GROUP, APLC

By:

Shani O. Zakay, Esq.
Attorneys for Plaintiff and the Settlement Class Members

DATED: 8/9/2024

LITTLER MENDELSON, P.C.

By:

Michael L. Kibbe, Esq.
Jessica Quarless, Esq.
Nicholas C. Lansdown, Esq.
Attorneys for Defendants

EXHIBIT A

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

(Gonzales v. Officia Imaging, Inc. dba Office1, et al., San Diego County Superior Court Case No. 37-2022-00041104-CU-OE-CTL)

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

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

1. Why did I get this Notice?

A proposed class action settlement (the "Settlement") of this lawsuit pending in the Superior Court for the State of California, County of San Diego (the "Court") has been reached between Plaintiff Ivonne Gonzales ("Plaintiff") and Defendants Officia Imaging, Inc. dba Office1, and Alternative Business Equipment, Inc. dba Office1 ("Defendants"). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

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

The Class is defined as:

> All non-exempt employees who are or previously were employed by Defendants Officia Imaging, Inc. dba Office1 and/or Alternative Business Equipment, Inc. dba Office1 and performed work in California during the Class Period.

The "Class Period" is the period from October 12, 2018, to July 2, 2024.

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

2. What is this class action lawsuit about?

On October 12, 2022, Plaintiff filed a Complaint against Defendants in the Superior Court of the State of California, County of San Diego, asserting causes of action for: (1) Unfair Competition (Bus. & Prof. Code §§ 17200 et seq.); (2) Failure to Pay Minimum Wages (Labor Code §§ 1194, 1197 and 1197.1); (3) Failure to Pay Overtime Wages (Labor Code §§ 510 et seq.); (4) Failure to Provide Required Meal Periods (Labor Code §§ 226.7, 512 and the applicable Wage Order); (5) Failure to Provide Required Rest Periods (Labor Code §§ 226.7, 516 and the applicable wage order); (6) Failure to Provide Wages When Due (Labor Code §§ 201, 202, 203); (7) Failure to Provide Accurate Itemized Statements (Labor Code § 226 and 226.2 et seq.); (8) Retaliation (Labor Code § 1102.5); and (9) Constructive Discharge in Violation of Public Policy. In order to facilitate the settlement, on October 12, 2022, Plaintiff filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendants.

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

On April 4, 2024, the Parties participated in an all-day mediation with Steven Mehta, Esq, a mediator of wage and hour class actions. The mediation concluded without a settlement, but the Parties continued to work with the mediator until a resolution was obtained via a mediator's proposal. The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms of JCL Law Firm, APC and Zakay Law Group, APLC to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendants have agreed to pay an "all in" amount of Four Hundred Thousand Dollars and Zero Cents ($400,000.00) (the "Gross Settlement Amount") to fund the settlement. The Gross Settlement Amount includes the payment of all Settlement Shares to Settlement Class Members, Class Counsel's attorneys' fees and costs, Claims Administration Expenses, the PAGA Payment, and the Service Award to the Plaintiff.

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

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

- Claims Administration Expenses. Payment to the Settlement Administrator, estimated not to exceed $5,000.00 for expenses, including expenses of sending this Notice, processing opt-outs, and distributing settlement payments.

- Attorneys' Fees and Expenses. Payment to Class Counsel of Attorneys' Fees of no more than 1/3 of the Gross Settlement Amount (currently $133,333.33) and Attorneys' Expenses of not more than $30,000.00 for all expenses incurred as documented in Class Counsel's billing records, both subject to Court approval.

Class Counsel have been prosecuting the Actions on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.

- Service Award. Service Award of up to Ten Thousand Dollars ($10,000.00) to Plaintiff or such lesser amount as may be approved by the Court, to compensate her for services on behalf of the Class in initiating and prosecuting the Action, and for the risks she undertook.

- PAGA Payment. A payment of $20,000.00 relating to Plaintiff's claim under the Private Attorneys General Act ("PAGA"), $15,000.00 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA") and the remaining $5,000.00 will be distributed to Aggrieved Employees as part of the Net PAGA Amount.

- Calculation of Payments to Settlement Class Members. After all the above payments of the court-approved Attorneys' Fees, Attorneys' Expenses, the Service Award, the PAGA Payment, and the Claims Administration Expenses are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed to class members who do **not** request exclusion ("Settlement Class Members"). Settlement Class Members will be paid based on the number of workweeks worked during the Class Period. A "workweek" is defined as any seven (7) consecutive days beginning on Sunday and ending on Saturday, in which a Class Member is employed by Defendants during the Class Period in California.

- Calculation of Aggrieved Employees Payments to Aggrieved Employees. The PAGA Payment shall be distributed to Aggrieved Employees irrespective of whether they exclude themselves or opt-out. The PAGA Payment will be divided by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period, and then taking that number and multiplying it by the number of pay periods worked by each respective Aggrieved Employee during the PAGA Period. "Aggrieved Employee" means all non-exempt employees who are or previously were employed by Defendants Officia Imaging, Inc. dba Office1 and/or Alternative Business Equipment, Inc. dba Office1 and performed work in California during the PAGA Period. The PAGA Period means the period from October 12, 2021 to July 2, 2024.

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

Tax Matters. Twenty percent (20%) of each Individual Settlement Payment is allocated to wages. Taxes are withheld from this amount, and each Settlement Class Member will be issued an Internal Revenue Service Form W-2 for such payment. Forty percent (40%) of each Individual Settlement Payment is allocated to interest and forty percent (40%) to penalties, and other non-wage payments, and no taxes will be withheld from the PAGA Payment paid to Aggrieved Employees. Each Settlement Class Member will be issued an Internal Revenue Service Form 1099 for Penalty Portion and Interest Portion of the Individual Settlement Payments. In addition, no taxes will be withheld from the PAGA Payment paid to Aggrieved Employees, and each Aggrieved Employee will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defendants' counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

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

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

4. What Do I Release Under the Settlement?

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

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

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

5. How much will my payment be?

Defendants' records reflect that you have <<_____>> Workweeks worked during the Class Period (October 12, 2018 to July 2, 2024).

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

Defendants' records reflect that you have <<_____>> pay periods worked during the PAGA Period (October 12, 2021 to July 2, 2024).

Based on this information, your estimated PAGA Payment Share is <<_______>>.

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

6. How can I get a payment?

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

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

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

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

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than ______________. The address for the Settlement Administrator is 18 Technology Drive, Suite 164, Irvine, CA 92618; Tel. (800) 355-0700. The request for exclusion must state in substance that the Class Member has read the Class Notice and that he or she wishes to be excluded from the settlement of the class action lawsuit entitled *Gonzales v. Officia Imaging, Inc., et al.,* currently pending in Superior Court of San Diego, Case No. 37-2022-00041104-CU-OE-CTL. The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

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

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

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class Member's name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is ***Gonzales v. Officia Imaging, Inc. dba Office1, et al.,* San Diego County Superior Court Case *No.* 37-2022-00041104-CU-OE-CTL.** You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below.

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

Written objections must be delivered or mailed to the Settlement Administrator no later than ____________. The address for the Settlement Administrator is 18 Technology Drive, Suite 164, Irvine, CA 92618; Tel: (800) 355-0700.

The addresses for the Parties' counsel are as follows:

Class Counsel:
Jean-Claude Lapuyade, Esq.
JCL Law Firm, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel.: (619) 599-8292
Fax: (619) 599-2891
E-Mail: jlapuyade@jcl-lawfirm.com

Counsel for Defendants:
Michael Kibbe, Esq.
Jessica Quarless, Esq.
Littler Mendelson, P.C.
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Class Counsel:
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Zakay Law Group, APLC
5440 Morehouse Drive, Suite 3600
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Tel: (619) 599-8292
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Counsel for Defendants:
Nicholas C. Lansdown, Esq.
Littler Mendelson, P.C.
50 West San Fernando St., 7th Floor
San Jose, CA 95113
Tel: (408) 998-4150
Fax: (408) 288-5686
E-Mail: nlansdown@littler.com

9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at 00:00 AM/PM on ____________, at the San Diego County Superior Court, Department C-67, located at 330 W Broadway, San Diego, CA 92101-3827 before Judge Eddie Sturgeon. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

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

You may call the Settlement Administrator at 1-800-355-0700 or write to ***Gonzales v. Officia Imaging, Inc. dba Office1, et al. San Diego Superior Court Case No. 37-2022-00041104-CU-OE-CTL,*** Settlement Administrator, 18 Technology Drive, Suite 164, Irvine, CA 92618 c/o ________________.

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by writing to JCL Law firm, APC, 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121 or by visiting the administrator's website at www.apexclassaction.com.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.

- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. Any check not cashed within one hundred eighty (180) calendar days will be void. The Settlement Administrator shall distributed the funds from any uncashed checks to the State Controller's Unclaimed Property Fund.

EXHIBIT 2

ZAKAY LAW GROUP, APLC
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Attorneys for PLAINTIFF

FILED
San Diego Superior Court
APR - 7 2025
Clerk of the Superior Court
By: H. Chavarin, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

IVONNE GONZALES, an individual, on behalf of herself, and on behalf of all persons similarly situated, Plaintiffs, v. OFFICIA IMAGING, INC. dba OFFICE1, a Nevada corporation; ALTERNATIVE BUSINESS EQUIPMENT, INC. dba OFFICE1, a Nevada corporation; and DOES 1-50, Inclusive, Defendants.	Case No: 37-2022-00041104-CU-OE-CTL **[~~PROPOSED~~] ORDER** Hearing Date: April 4, 2025 Hearing Time: 9:00 a.m. Honorable Judge Michael T. Smyth Department: C-67 Trial Date: Not Set Action Filed: October 12, 2022

The Motion for Preliminary Approval of Class Action Settlement by Plaintiff Ivonne Gonzales ("Plaintiff") came on for hearing before this Court, the Honorable Michael T. Smyth presiding. The Court, having considered the papers submitted in support of the motion, **HEREBY ORDERS THE FOLLOWING**:

1. The Court grants preliminary approval to the Settlement based on the terms set forth in Class Action Settlement Agreement ("Agreement"), a true and correct copy of which is attached hereto as Exhibit "1". This is based on the Court's determination that the Settlement Agreement is within the range of possible final approval, pursuant to the provisions of Section 382 of the California Code of Civil Procedure and California Rules of Court, Rule 3.769.

2. This Order incorporates by reference the definitions in the Agreement, and all terms defined therein shall have the same meaning in this Order as set forth in the Agreement. Subject to the terms of the Settlement Agreement, the Gross Settlement Amount that shall be paid by Defendants OFFICIA IMAGING, INC. dba OFFICE1, and ALTERNATIVE BUSINESS EQUIPMENT, INC. dba OFFICE1 ("Defendants") is Four Hundred Thousand Dollars and Zero Cents ($400,000.00). It appears to the Court on a preliminary basis that the settlement amount and terms are fair, adequate, and reasonable as to all Class Members when balanced against the probable outcome of further litigation relating to certification, liability, and damages issues. It further appears that investigation and research have been conducted such that counsel for the Parties are able to reasonably evaluate their respective positions. It further appears to the Court that settlement at this time will avoid substantial additional costs by all Parties, as well as avoid the delay and risks that would be presented by the further prosecution of the litigation. It further appears that the Settlement has been reached as the result of intensive, serious, and non-collusive arms-length negotiations

3. A hearing on Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement and Plaintiff's Motion for Class Counsel Fees, Litigation Expenses Payment and Enhancement Award shall be held before this Court on Aug 29 at 9:00 AM in Department C-67 of the Superior Court of the State of California for the County of San Diego, to determine all necessary matters concerning the Settlement, including: whether the proposed

settlement of the Action on the terms and conditions provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether an Order Granting Final Approval should be entered; whether the plan of allocation contained in the Settlement should be approved as fair, adequate, and reasonable to the Class Members; and whether to finally approve the PAGA Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Enhancement Award to the Plaintiff, and Settlement Administration Expenses. The motion for final approval and the motion for award of attorneys' fees and costs shall be filed no later than sixteen (16) court days before the Final Approval Hearing.

4. The Court recognizes that Plaintiff and Defendants stipulate and agree to certification of the Class for settlement purposes only. This stipulation will not be deemed admissible in this or any other proceeding should this Settlement not become final. Whether or not the settlement is finally approved, neither the Agreement, nor any document, statement, proceeding or conduct related to the Agreement may be admitted in any proceeding as an admission by Defendants or any of the Released Parties, Plaintiffs, or any person within the definition of the Class.

5. For settlement purposes only, the Court certifies the following class: "All hourly or non-exempt employees who are or previously were employed by Defendants Officia Imaging, Inc. dba Office1 and/or Alternative Business Equipment, Inc. dba Office1 and performed work in California during the period from October 12, 2018, through July 2, 2024."

6. The Court preliminarily approves Plaintiff as the representative of the Class. The Court preliminarily approves Zakay Law Group, APC and The JCL Law Firm, APC as counsel for the Class ("Class Counsel").

7. The Agreement specifies for an attorneys' fees award not to exceed one-third (1/3) of the Gross Settlement Amount, estimated to be $133,333.33, an award of litigation expenses incurred, not to exceed $30,000, proposed Enhancement Awards to Plaintiff in an amount not to exceed $10,000, proposed PAGA Payment in an amount of $20,000 (75% of which shall be payable to the LWDA, and 25% of which shall be payable to the Aggrieved Employees), and

Settlement Administration Costs not to exceed $5,000. While these awards appear to be within the range of reasonableness, the Court will not approve the amount of attorneys' fees and expenses until the Final Approval Hearing. Similarly, the Court will not decide the amount of the Class Representative Enhancement Payment until the Final Approval Hearing. Plaintiff will be required to present evidence supporting these requests, including lodestar, prior to final approval.

8. The Court hereby approves, as to form and content, the Class Notice attached as Exhibit A to the Agreement. The Court finds that the distribution of the Class Notice substantially in the manner and form set forth in the Agreement and this Order meets the requirements of due process, is the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

9. The Court hereby approves on a preliminary basis the Gross Settlement Amount as provided for in the Agreement. It appears to the Court on a preliminary basis that the settlement amount and terms are fair, adequate, and reasonable as to all potential Class Members when balanced against the probable outcome of further litigation relating to liability and damages issues. It further appears that investigation and research have been conducted such that counsel for the Parties at this time are able to reasonably evaluate their respective positions. It further appears to the Court that settlement at this time will avoid substantial additional costs by all Parties, as well as avoid the delay and risks that would be presented by the further prosecution of the Actions. It further appears that the Settlement has been reached as the result of intensive, serious and non-collusive, arms-length negotiations before an experienced mediator.

10. The Court hereby appoints Apex Class Action LLC as Settlement Administrator. Within twenty-one (21) days of this Order, Defendants will provide to the Settlement Administrator an electronic database containing each Class Members' Class Data. No later than ten (10) days after its receipt of the Class Data, the Settlement Administrator will mail the Class Notice Packets to all Class Members via first-class regular U.S. Mail to their last known address.

11. Any Class Member may choose to opt out of and be excluded from the Class as provided in the Class Notice by following the instructions for requesting exclusion from the Class that are set forth in the Class Notice. All requests for exclusion must be submitted within forty-five (45) days from the date the Class Notice is first mailed. Any such person who chooses to opt out of and be excluded from the Class will not be entitled to any recovery under the Settlement and will not be bound by the Settlement or have any right to object, appeal, or comment thereon. Any written request to opt out must comply with the instructions in the Class Notice and be signed by each such person opting out. Class Members who have not validly requested exclusion shall be bound by all determinations of the Court, the Agreement, and the Judgment.

12. Any Class Member may appear at the final approval hearing, regardless of whether they have submitted a timely written objection and notice of intention to appear. Class Members may express their views regarding the Settlement and may present evidence and file briefs or other papers that may be proper and relevant to the issues to be heard and determined by the Court as provided in the Notice. Class Members will have forty-five (45) days from the date the Class Notices are mailed to postmark their written objections to the Settlement Administrator. Class Members who fail to timely submit objections in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any written objection (whether by appeal or otherwise) to the Settlement. Class Members who fail to timely submit a written objection may still appear at the Final Approval Hearing to object orally in person.

13. The Settlement is not a concession or admission, and shall not be used against Defendants as an admission or indication with respect to any claim of any fault or omission by Defendants. Whether or not the Settlement is finally approved, neither the Settlement, nor any document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or admitted in evidence as, received as or deemed to be evidence for any purpose adverse to the Defendants, including, but not

limited to, evidence of a presumption, concession, indication or admission by Defendants of any liability, fault, wrongdoing, omission, concession, or damage.

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

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

IT IS SO ORDERED.

Dated: April 7, 2025

HON. MICHAEL T. SMYTH
JUDGE, SUPERIOR COURT OF CALIFORNIA,
COUNTY OF SAN DIEGO

EXHIBIT 1

ZAKAY LAW GROUP, APLC
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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

IVONNE GONZALES, an individual, on behalf of herself and on behalf of all persons similarly situated, Plaintiff, v. OFFICIA IMAGING, INC. dba OFFICE1, a Nevada corporation; ALTERNATIVE BUSINESS EQUIPMENT, INC. dba OFFICE1, a Nevada corporation; and DOES 1-50, Inclusive, Defendants.	Case No.: 37-2022-00041104-CU-OE-CTL [Consolidated with Case No. 37-2022-00050305-CU-OE-CTL] [Action Filed October 12, 2022] **STIPULATION OF SETTLEMENT OF CLASS AND PAGA ACTION CLAIMS AND RELEASE OF CLAIMS**

This Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims is entered into by and between Plaintiff IVONNE GONZALES (hereinafter "Plaintiff"), individually, on behalf of herself, all persons similarly situated, and aggrieved employees, and Defendants OFFICIA IMAGING, INC. dba OFFICE1, and ALTERNATIVE BUSINESS EQUIPMENT, INC. dba OFFICE1 (hereinafter "Defendants") (together the "Parties"):

I. <u>DEFINITIONS</u>

A. "Action" shall mean the putative class action lawsuit designated *Gonzales v. Officia Imaging, Inc., et al.*, Superior Court of San Diego, Case No. 37-2022-00041104-CU-OE-CTL, filed October 12, 2022 (Consolidated with the PAGA representative lawsuit, Case No. 37-2022-00050305-CU-OE-CTL).

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

C. "Agreement" or "Settlement Agreement" means this Stipulation of Settlement of Class and PAGA Action and Release of Claims.

D. "Aggrieved Employees" means all non-exempt employees who are or previously were employed by Defendants Officia Imaging, Inc. dba Office1 and/or Alternative Business Equipment, Inc. dba Office1 and performed work in California during the PAGA Period.

E. "Attorneys' Expenses" means the award of expenses that the Court authorizes to be paid to Class Counsel for the expenses they have incurred, up to $30,000.

F. "Attorneys' Fees" means the award of fees that the Court authorizes to be paid to Class Counsel for services rendered to Plaintiff and the Settlement Class in the Action, currently not to exceed one-third of the Gross Settlement Amount currently estimated to be $133,333.33 out of $400,000.00. Attorneys' fees will be split between Class Counsel as follows: 50% to JCL Law Firm, APC, and 50% to Zakay Law Group, APLC.

G. "Claims Administration Expenses" shall mean the amount paid to the Settlement Administrator from the Gross Settlement Amount for administering the Settlement pursuant to this Agreement currently estimated not to exceed $5,000.00.

H. "Class" or the "Class Members" means all hourly or non-exempt employees who are or previously were employed by Defendants Officia Imaging, Inc. dba Office1 and/or Alternative Business Equipment, Inc. dba Office1 and performed work in California during the Class Period.

I. "Class Counsel" shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC, and Shani Zakay, Esq. of Zakay Law Group, APLC.

J. "Class Data" means information regarding Class Members that Defendants will in good faith compile from its records and provide to the Settlement Administrator. It shall be formatted as a Microsoft Excel spreadsheet and shall include: each Class Member's full name; last known address; Social Security Number; start dates and end dates of employment.

K. "Class Period" means the period from October 12, 2018, to July 2, 2024.

L. "Plaintiff and Class Representative" shall mean Ivonne Gonzales.

M. "Defendants" shall mean Officia Imaging, Inc. dba Office1, and Alternative Business Equipment, Inc. dba Office1.

N. "Parties" means Plaintiff and Defendants, collectively, and "Party" shall mean either Plaintiff or Defendants, individually.

O. "Court" means the Superior Court for the State of California, County of San Diego currently presiding over the Action.

P. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters Judgment on its Orders Approving the Class and PAGA Settlements and (b) the Judgments are final and is no longer appealable. The Judgments are final and no longer appealable upon the later of: (i) the day after the last date by which a notice of appeal to the applicable Court of Appeal of the approval orders may be timely filed, and none is filed; (ii) if an appeal is filed, and the appeal is finally disposed of by ruling, dismissal, denial, or otherwise, the day after the last date for filing a request for further review of the orders approving the settlement passes, and no further review is requested; or (iii) if an appeal is filed and there is a final disposition by ruling, dismissal, denial, or otherwise by the Court of Appeal, and further review of the orders approving the Settlement is requested, the day after the review is finally dismissed or denied with prejudice and/or no further review of the orders can be requested.

Q. "Funding Date" shall mean the date by which Defendants have paid the entire Gross Settlement Amount to the Claims Administrator in accord with the terms of this Agreement.

R. "Gross Settlement Amount" means the sum of Four Hundred Thousand Dollars and Zero Cents ($400,000.00) that is the maximum amount to be paid by Defendants into the QSF, defined below, in connection with this Settlement, inclusive of the sum of Individual Settlement Payments, Claims Administration Expenses, Attorneys' Fees and Expenses, Service Award, and the PAGA Payment.

1. Defendants shall pay the employers' share of applicable payroll taxes due on the portion of Individual Settlement Payments allocated to wages separately and in addition to the Gross Settlement Amount. Defendants will have no obligation to pay any amount in connection with this Settlement Agreement apart from the Gross Settlement Amount and employers' share of applicable payroll taxes due on the portion of Individual Settlement Payments allocated to wages.

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

T. "Net Settlement Amount" or "NSA" means the Gross Settlement Amount, less Attorneys' Fees and Attorneys' Expenses, Service Award, PAGA Payment, and Claims Administration Expenses.

U. "Workweeks," or "Workweek," as used herein, shall mean any seven (7) consecutive days beginning on Sunday and ending on Saturday, in which a Class Member is employed by Defendants during the Class Period in California.

V. "Payment Ratio" means the respective Workweeks for each Class Member divided by the sum total Workweeks for all Class Members.

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

X. "Operative Complaint" shall mean the Complaint on file in the Action.

Y. "PAGA" means the California Labor Code Private Attorneys General Act of 2004, Labor Code § 2698 *et seq*.

Z. "PAGA Period" means the period from October 12, 2021, to July 2, 2024.

AA. "PAGA Payment" shall mean Twenty Thousand Dollars and Zero Cents ($20,000.00) to be allocated from the Gross Settlement Amount for civil penalties under PAGA, with 25% of the payment going to the Aggrieved Employees and 75% of the payment going to the Labor and Workforce Development Agency. The amount of the PAGA Payment is subject to Court approval pursuant to California Labor Code section 2699(l). Any reallocation of the Gross Settlement Amount to increase the PAGA Payment will not constitute grounds by either party to void this Agreement, so long as the Gross Settlement Amount remains the same.

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

CC. "PAGA Payment Ratio" means the respective Pay Periods during the PAGA Period that each Aggrieved Employee worked for Defendants divided by the sum total of the Pay Periods that all Aggrieved Employees worked for Defendants during the PAGA Period.

DD. "QSF" means the Qualified Settlement Fund established, designated, and maintained by the Settlement Administrator to fund the Gross Settlement Amount.

EE. "Released Class Claims" shall mean the release from the Class Members of all class claims alleged, or reasonably could have been alleged based on the facts alleged, in the Operative Complaint in the Action which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period.

FF. "Released PAGA Claims" shall mean the release from the Aggrieved Employees of all PAGA claims alleged in the Operative Complaint in the Action and Plaintiff's PAGA notice to the LWDA which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation and PAGA claims outside the PAGA Period.

GG. "Released Parties" shall mean Defendants together with their officers, directors, employees, and agents.

HH. "Response Deadline" means the date forty-five (45) calendar days after the Settlement Administrator first mails the Notice Packets to Class Members and the last date on which Class Members may submit requests for exclusion or objections to the Settlement. If the forty-fifth (45) day falls on a Sunday or Federal holiday, the Response Deadline will be extended to the next day on which the U.S. Postal Service is open.

II. "Service Award" means an award in the amount of $10,000.00 or in an amount the Court authorizes to be paid to the Class Representative, in addition to her Individual Settlement Payment and her individual Aggrieved Employee Payment, in recognition of her efforts and risks in assisting with the prosecution of the Action.

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

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

II. RECITALS

A. On October 12, 2022, Plaintiff filed a putative class action complaint in the Superior Court for the State of California for the County of San Diego, Case No. 37-2022-00041104 CU-OE-CTL, alleging wage and hour violations under California law. Plaintiff raised the following causes of action: (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 wages when due in violation of Cal. Lab. Code §§ 201, 202 and 203; (7) Failure to provide accurate itemized statements in violation of Cal. Lab. Code § 226; (8) Retaliation in violation of Cal. Lab. Code § 1102.5; (9) Constructive discharge in violation of public policy.

B. On October 12, 2022, Plaintiff filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendants. Plaintiff's LWDA notice alleged that Defendants violated California Labor Code

Sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802, 2804, 2699.5 and applicable Industrial Welfare Commission Wage Order(s).

C. On December 14, 2022, Defendants removed the Action to the United States District Court Southern District of California, Case Number 22-CV-1982-DMS-MDD.

D. On December 16, 2022, Plaintiff filed a representative action PAGA complaint in the Superior Court for the State of California for the County of San Diego, 37-2022-00050305-CU-OE-CTL, seeking to collect civil penalties for the alleged labor code violation outlined in Plaintiff's LWDA notice.

E. In order to facilitate the Settlement, the Parties filed a Joint Stipulation to Remand on June 6, 2024.

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

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

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

I. On April 4, 2024, the Parties participated in mediation presided over by the Steven Mehta, Esq., an experienced mediator of wage and hour class and PAGA actions. The mediation concluded without a settlement, but the Parties subsequently agreed on a settlement via the mediator's proposal, which was subsequently memorialized in the form of a Memorandum of Understanding.

J. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendants that the claims in the Action of Plaintiff or the Class Members have merit or that Defendants bear any liability to Plaintiff or the Class on those claims or any other claims, or as an admission by Plaintiff that Defendants' defenses in the Action have merit.

K. The Parties believe that the Settlement is fair, reasonable and adequate. The Settlement was arrived at through arm's-length negotiations, taking into account all relevant factors. The Parties recognize the uncertainty, risk, expense and delay attendant to continuing the Action through trial and any appeal. Accordingly, the

Parties desire to settle, compromise and discharge all disputes and claims arising from or relating to the Action fully, finally, and forever.

L. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendants reserve the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Action.

III. <u>TERMS OF AGREEMENT</u>

Plaintiff, on behalf of her, the Class and aggrieved employees, and Defendants agree as follows:

A. <u>Settlement Consideration and Settlement Payments by Defendants</u>.

1. <u>Settlement Consideration</u>. In full and complete settlement of the Action, and in exchange for the releases set forth below, Defendants will make a single payment of $400,000 into the QSF, which the Settlement Administrator will manage and establish. The GSA will be used to pay the: (a) Individual Settlement Payments; (b) the Service Award; (c) Attorneys' Fees and Expenses; (d) PAGA Payments; and (e) Claims Administration Costs. The Parties agree that this is a non-reversionary Settlement and that no portion of the Gross Settlement Amount shall revert to Defendants. Other than the Defendants' share of employer payroll taxes and as provided in Section III.A.2 below, Defendants shall not be required to pay more than the Gross Settlement Amount.

2. <u>Class Size and Escalator Clause</u>. Settlement was reached based on the assumption that approximately 109 Class Members worked 13,540 workweeks for Defendant during the Class Period and approximately 71 aggrieved employees worked approximately 2,821 pay periods during the PAGA period. If it is determined that the number of workweeks or pay periods exceeds twelve percent (12%) or more of this estimate (*i.e.*, more than 15,165 workweeks; more than 3,160 pay periods), then Defendant shall have the sole option to: (i) increase the GSA Settlement proportionally per additional

workweek or pay period (i.e., if there was a 20% increase in the number of workweeks or pay periods worked by Class Members, Defendant would agree to increase the GSA Amount by 8%, respectively); or (ii) end the Class/PAGA Settlement period as of the date that the number of GSA workweeks reaches 13,540.

3. Settlement Payment. Defendants shall deposit the GSA into the QSF, through the Settlement Administrator by the Effective Date. Any interest accrued will be added to the NSA and distributed to the Settlement Class Members except that if final approval is reversed on appeal, then Defendants is entitled to prompt return of the principal and all interest accrued.

4. Defendants' Share of Payroll Taxes. Defendants' share of employer side payroll taxes is in addition to the Gross Settlement Amount and shall be paid together with the Gross Settlement Amount on the Funding Date.

B. Release by Settlement Class Members. Plaintiff and all Class Members who do not submit a valid and timely Request for Exclusion Form, on behalf of himself or herself, his or her heirs, descendants, dependents, executors, administrators, assigns, and successors, fully and finally release and discharge the Released Parties from any and all of the Released Class Claims within the Class Period. This waiver and release will be final and binding upon the Effective Date and funding of the GSA, and will have every preclusive effect permitted by law. Plaintiff and the Class Members may hereafter discover facts or legal arguments in addition to or different from those they now know or currently believe to be true with respect to the Released Class Claims. The discovery of new facts or legal arguments shall in no way limit the scope or definition of the Released Class Claims. By virtue of this Agreement, Plaintiff and the Class Members shall be deemed to have, and by operation of the final judgment approved by the Court, upon funding of the GSA, shall have, fully, finally, and forever settled and released all of the Released Class Claims. The Parties understand and agree the scope of the release described in this paragraph: (a) is a material part of the consideration for this Agreement; (b) was critical in justifying the agreed upon economic value of this settlement and without it Defendants would not have agreed to the consideration provided; and (c) is narrowly drafted and necessary to ensure Defendants are obtaining peace of mind regarding the resolution of claims that were or could have been alleged based on the facts, causes of action, and legal theories contained in the operative complaints in the Action.

C. Release by the Aggrieved Employees. Upon the Effective Date and funding of the GSA, the LWDA, the State of California, Plaintiffs and Eligible Aggrieved Employees fully release and forever discharge the Released Parties from any and all Released PAGA Claims.

General Release by Plaintiff. In consideration for the consideration set forth in this Agreement, Plaintiff, for herself and her heirs, successors, and assigns waive, release, acquit, and forever discharges the Released Parties from any and all claims, actions, charges, complaints, grievances, and causes of action, of whatever nature, whether known or unknown, which exist or may exist on Plaintiff' behalf as of the date of this Agreement. This includes, but is not limited to, any and all tort claims, contract claims, wage claims, wrongful termination claims, disability claims, benefit claims, public policy claims, retaliation claims, statutory claims, personal injury claims, emotional distress claims, invasion of privacy claims, defamation claims, fraud claims, quantum meruit claims, and any and all claims arising under any federal, state or other governmental statute, law, regulation or ordinance, including any claims arising under the California Fair Employment and Housing Act, the Labor Code, the Wage Orders of California's Industrial Welfare Commission, other state wage and hour laws, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Employee Retirement Income Security Act, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, the Family Rights Act, the Family Medical Leave Act, California's Whistleblower Protection Act, Business & Professions Code sections 17200, et seq., and any and all claims arising under any federal, state or other governmental statute, law, regulation or ordinance. Plaintiff also expressly waive and relinquish any and all claims, rights or benefits they may have under Civil Code section 1542, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY 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.

Plaintiff may hereafter discover claims or facts in addition to, or different from, those which they now know or believe to exist. But Plaintiff expressly agree to fully, finally, and forever settle and release any and all claims against the Released Parties, known or unknown, suspected or unsuspected, which exist or may exist against Released Parties at the time of execution of this Agreement. This includes, but is not limited to, any and all claims relating to or arising from Plaintiff's employment with Defendants. The Parties further acknowledge, understand, and agree this representation and commitment is essential to the Agreement and that this Agreement would not have been entered were it not for this representation and commitment.

D. Nullification of Settlement Agreement. If: (a) the Court does not finally approve the Settlement as provided herein; (b) the Settlement does not become final for any other reason; or (c) Defendants fail to fully fund the GSA then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will likewise be treated as void from the beginning. Defendants shall bear the sole responsibility for any cost to issue or reissue any curative notice to the Settlement Class Members and all Claims Administration Expenses incurred to the date of nullification if the Agreement is nullified due to Defendants' failure to fully fund the Gross Settlement Amount. If the Agreement is nullified for any other reason, both Parties shall equally bear the responsibility for any cost to issue or reissue any curative notice to the Settlement Class Members and all Claims Administration Expenses incurred to the date of nullification.

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

F. Tax Liability. Defendants make no representation as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiff, Class Members, and Eligible Aggrieved Employees are not relying on any statement, representation, or calculation by Defendants or by the Settlement Administrator in this regard. Plaintiff, Class Members, and Eligible Aggrieved Employees understand and agree they will be solely responsible for the payment of any taxes and penalties assessed on the payments described herein. If any state or federal taxing authority contacts, investigates, or pursues any action against any Plaintiff, Class Members, and Eligible Aggrieved Employees for their individual share of taxes related to any payments made under this Settlement or any compensation provided at any time by Defendants or any of the Released Parties, each Class Member and/or Eligible Aggrieved Employee, including Plaintiff, shall be responsible for their own defense of and payment for any claim of unpaid taxes, interest, or penalties brought by any state or federal taxing authority for their share of any state or federal tax obligation.. If a Class Member or Eligible Aggrieved Employee has questions about any liability to any state or federal taxing authority, they shall contact the Settlement Administrator. The Class Members and Eligible Aggrieved Employees, including Plaintiff, shall not contact Defendants, any of the Released Parties, or Defense Counsel regarding this Settlement or its tax consequences. Nothing herein shall be deemed to constitute tax advice or guidance.

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

H. <u>Preliminary Approval Motion</u>. Plaintiff shall file with the Court, by August 1, 2024, a Motion for Order Granting Preliminary Approval and supporting papers, which shall include this Settlement Agreement. Plaintiff will provide Defendants with a draft of the Motion at least three (3) business days prior to the filing of the Motion to give Defendants an opportunity to propose changes or additions to the Motion.

I. <u>Settlement Administrator</u>. The Settlement Administrator shall be responsible for: establishing and administering the QSF; calculating, processing and mailing payments to the Class Representative, Class Counsel, LWDA and Class Members; printing and mailing the Notice Packets to the Class Members as directed by the Court; receiving and reporting the objections and requests for exclusion; calculating, deducting and remitting all legally required taxes from Individual Settlement Payments and distributing tax forms for the Wage Portion, the Penalties Portion and the Interest Portion of the Individual Settlement Payments and/or Aggrieved Employees' individual shares of the Aggrieved Employee Payment; processing and mailing tax payments to the appropriate state and federal taxing authorities; providing declaration(s) as necessary in support of preliminary and/or final approval of this Settlement; and other tasks as the Parties mutually agree or the Court orders the

Settlement Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities by among other things, sending a weekly status report to the Parties' counsel stating the date of the mailing, the of number of Elections Not to Participate in Settlement it receives (including the numbers of valid and deficient), and number of objections received.

J. Notice Procedure.

1. Class Data. No later than twenty-one (21) calendar days after the Preliminary Approval has been given, Defendants shall provide the Settlement Administrator with the Class Data for purposes of preparing and mailing Notice Packets to the Class Members. The Class Data will be presumed to be correct unless a particular Class Member proves otherwise to the Settlement Administrator by credible written evidence. All Workweek disputes will be resolved and decided by the Settlement Administrator, and the Settlement Administrator's decision on all Workweek disputes is final and non-appealable.

2. Notice Packets.

a) The Notice Packet shall contain the Notice of Class Action Settlement in a form substantially similar to the form attached as **Exhibit A**. The Notice of Class Action Settlement shall inform Class Members and Aggrieved Employees that they need not do anything in order to receive an Individual Settlement Payment and/or Aggrieved Employees' individual shares of the Aggrieved Employee Payment and to keep the Settlement Administrator apprised of their current mailing address, to which the Individual Settlement Payments and/or Aggrieved Employees' individual shares of the Aggrieved Employee Payment will be mailed following the Funding Date. The Notice of Class Action Settlement shall set forth the release to be given by all members of the Class who do not request to be excluded from the Settlement Class and/or Aggrieved Employee in exchange for an Individual Settlement Payment and/or Aggrieved Employees' individual share of the Aggrieved Employee Payment, the number of Workweeks worked by each Class Member during the Class Period and PAGA Period, if any, and the estimated amount of their Individual Settlement Payment if they do not request to be excluded from the Settlement and each Aggrieved Employee's individual share of the Aggrieved Employee Payment, if any. The Settlement Administrator shall use the Class Data to determine Class Members' Workweeks and PAGA Pay Periods. The Notice will also advise the Aggrieved Employees that they will release the Released PAGA Claims and will receive their share of the Aggrieved Employee Payment regardless of whether they request to be excluded from the Settlement.

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

3. <u>Notice by First Class U.S. Mail</u>. Upon receipt of the Class Data, the Settlement Administrator will perform a search based on the National Change of Address Database to update and correct any known or identifiable address changes. No later than ten (10) calendar days after receipt of the Class Data, the Settlement Administrator shall mail copies of the Notice Packet to all Class Members via regular First-Class U.S. Mail. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Class Member. The address identified by the Settlement

Administrator as the current mailing address shall be presumed to be the best mailing address for each Class Member.

4. Undeliverable Notices. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to any forwarding address provided. If no forwarding address is provided, the Settlement Administrator shall promptly attempt to determine a correct address by lawful use of skip-tracing, or other search using the name, address and/or Social Security number of the Class Member involved, and shall then perform a re-mailing, if another mailing address is identified by the Settlement Administrator. In addition, if any Notice Packets, which are addressed to Class Members who are currently employed by Defendants, are returned to the Settlement Administrator as non-delivered and no forwarding address is provided, the Settlement Administrator shall notify Defendants. Defendants will request that the currently employed Class Member provide a corrected address and transmit to the Administrator any corrected address provided by the Class Member. Class Members who received a re-mailed Notice Packet shall have their Response Deadline extended fifteen (15) days from the original Response Deadline.

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

6. Disputes Regarding Administration of Settlement. Any disputes not resolved by the Settlement Administrator concerning the administration of the Settlement will be resolved by the Court under the laws of the State of California. Before any such involvement of the Court, counsel for the Parties will confer in good faith to resolve the disputes without the necessity of involving the Court.

7. Exclusions. The Notice of Class Action Settlement contained in the Notice Packet shall state that Class Members who wish to exclude themselves from the Settlement must submit a written request for exclusion by the Response Deadline. The written request for exclusion must state that the Class Member wishes to exclude himself or herself from the Settlement and (1) must contain the name, address, and the last four digits of the Social Security number of the person requesting exclusion; (2) must be signed by the Class Member; (3) must be postmarked or fax stamped by the Response Deadline and returned to the Settlement Administrator at the specified address or fax telephone number; and (4) contain a typewritten or handwritten notice stating in substance: "I wish to opt out of the settlement of the class action lawsuit entitled *Gonzales v. Officia Imaging, Inc., et al.*, currently pending in San Diego County Superior Court, Case No. 37-2022-00041104-CU-OE-CTL. I understand that by requesting to be excluded from the settlement, I will receive no money from the Settlement described in this Notice." The request for exclusion will not be valid if it is not timely submitted, if it is not signed by the Class Member, or if it does not contain the name and address and last four digits of the Social Security number of the Class Member. The date of the postmark on the mailing envelope or fax stamp on the request for exclusion shall be the exclusive means used to determine whether the request for exclusion was timely submitted. Any Class Member who requests to be excluded from the Settlement Class will not be entitled to an Individual Settlement Payment and

will not be otherwise bound by the terms of the Settlement or have any right to object, appeal or comment thereon. However, any Class Member that submits a timely request for exclusion that is also a member of the Aggrieved Employees will still receive his/her pro rata share of the PAGA Settlement, as specified below, and in consideration, will be bound by the Release by the Aggrieved Employees as set forth herein. Settlement Class Members who fail to submit a valid and timely written request for exclusion on or before the Response Deadline shall be bound by all terms of the Settlement and any final judgment entered in this Action if the Settlement is approved by the Court. No later than fourteen (14) calendar days after the Response Deadline, the Settlement Administrator shall provide counsel for the Parties with a final list of the Class Members who have timely submitted written requests for exclusion. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage members of the Class to submit requests for exclusion from the Settlement.

8. Objections. The Notice of Class Action Settlement contained in the Notice Packet shall state that Class Members who wish to object to the Settlement may submit to the Settlement Administrator a written statement of objection ("Notice of Objection") by the Response Deadline. The postmark date of mailing shall be deemed the exclusive means for determining that a Notice of Objection was served timely. The Notice of Objection, if in writing, must be signed by the Settlement Class Member and state: (1) the case name and number; (2) the name of the Settlement Class Member; (3) the address of the Settlement Class Member; (4) the last four digits of the Settlement Class Member's Social Security number; (5) the basis for the objection; and (6) if the Settlement Class Member intends to appear at the Final Approval/Settlement Fairness Hearing. Class Members who fail to make objections in writing in the manner specified above may still make their

objections orally at the Final Approval/Settlement Fairness Hearing with the Court's permission. Settlement Class Members will have a right to appear at the Final Approval/Settlement Fairness Hearing to have their objections heard by the Court regardless of whether they submitted a written objection. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to file or serve written objections to the Settlement or appeal from the Order and Final Judgment. Class Members who submit a written request for exclusion may not object to the Settlement. Class Members may not object to the PAGA Payment.

K. Funding and Allocation of the Gross Settlement Amount. To facilitate the funding of the QSF for distribution as detailed above, Defendants will make a single payment of $400,000, plus any employer's share of payroll taxes as mandated by law, into the QSF by the Effective Date. The Settlement Administrator will notify Defendants' counsel of the account information to which Defendants will wire the payment into the QSF to fund the GSA. Upon establishing the QSF, the Settlement Administrator will maintain the fund through preliminary approval, the settlement administration, and approval process.

1. Calculation of Individual Settlement Payments. Individual Settlement Payments shall be paid from the Net Settlement Amount and shall be paid pursuant to the formula set forth herein. Using the Class Data, the Settlement Administrator shall add up the total number of Workweeks for all Class Members. The respective Workweeks for each Class Member will be divided by the total Workweeks for all Class Members, resulting in the Payment Ratio for each Class Member. Each Class Member's Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Class Member's estimated Individual Settlement Payments. Each Individual Settlement Payment will be reduced by any legally mandated employee tax withholdings (e.g., employee payroll taxes, etc.). Individual Settlement Payments for Class

Members who submit valid and timely requests for exclusion will be redistributed to Settlement Class Members who do not submit valid and timely requests for exclusion on a pro rata basis based on their respective Payment Ratios.

2. <u>Calculation of Individual Payments to the Aggrieved Employees</u>. Using the Class Data, the Settlement Administrator shall add up the total number of PAGA Pay Periods for all Aggrieved Employees during the PAGA Period. The respective PAGA Pay Periods for each Aggrieved Employee will be divided by the total PAGA Pay Periods for all Aggrieved Employees, resulting in the "PAGA Payment Ratio" for each Aggrieved Employee. Each Aggrieved Employee's PAGA Payment Ratio will then be multiplied by the Aggrieved Employee's Portion of the PAGA Payment, $5,000.00 (25% of $20,000), to calculate each Aggrieved Employee's estimated share of the PAGA Payment.

3. <u>Allocation of Individual Settlement Payments</u>. For tax purposes, Individual Settlement Payments shall be allocated and treated as 20% wages ("Wage Portion") and 40% penalties ("Penalty Portion") and 40% pre-judgment interest ("Interest Portion"). The Wage Portion of the Individual Settlement Payments shall be reported on IRS Form W-2 and the Penalty and Interest Portions of the Individual Settlement Payments shall be reported on IRS Form 1099 issued by the Settlement Agreement.

4. <u>Allocation of Aggrieved Employee Payments</u>. For tax purposes, Aggrieved Employee Payments shall be allocated and treated as 100% penalties. The Settlement Administrator will be responsible for issuing Eligible Aggrieved Employees an IRS Form 1099 if the Eligible Aggrieved Employee's Individual PAGA Payment exceeds $600.

5. <u>No Credit Toward Benefit Plans</u>. The Individual Settlement Payments and individual shares of the PAGA Payment made to Settlement Class Members

and/or Aggrieved Employees under this Settlement Agreement, as well as any other payments made pursuant to this Settlement Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

6. Distribution and Timing of Payments. Within twenty-one (21) calendar days of the Effective Date and Defendants fully funding the QSF with the GSA, the Settlement Administrator will issue payments to: (a) all Class Members who have not submitted a valid and timely Request for Exclusion Form, including any Class Member whose notice was returned as undeliverable; (b) Eligible Aggrieved Employees; (c) Plaintiff; (d) Class Counsel; and (e) LWDA. The Settlement Administrator will also issue a payment to itself for Court-approved services performed in connection with the Settlement. The Settlement Administrator will pay Individual Settlement Payments from the Net Settlement Amount to all Class Members who do not timely request exclusion. The Settlement Administrator will also pay Individual PAGA Payments from the twenty-five percent (25%) portion of the PAGA Payment to all Eligible Aggrieved Employees. The Settlement Administrator will submit these payments by sending a check in the appropriate amount to the Class Members at the address indicated in the Class List provided by Defendants, or as later determined by the Settlement Administrator to be correct.

7. Expiration. Any checks issued to Settlement Class Members and Aggrieved Employees shall remain valid and negotiable for one hundred and eighty (180)

days from the date of their issuance. If a Settlement Class Member and/or Aggrieved Employee does not cash his or her settlement check within ninety (90) days, the Settlement Administrator will send a letter to such persons, advising that the check will expire after the 180th day, and invite that Settlement Class Member and/or Aggrieved Employee to request reissuance in the event the check was destroyed, lost or misplaced. Any check not cashed within one hundred eighty (180) calendar days will be void. The funds from the uncashed checks shall be distributed by the Settlement Administrator to the State Controller's Unclaimed Property Fund. The Settlement Administrator shall provide the Parties' counsel a declaration of deposit with the State Controller's Unclaimed Property Fund. Any costs associated with administering the remaining funds under this paragraph (*e.g.*, bank stop-payment charges, settlement administration costs associated with any reserve amount) or payments to the State Controller's Unclaimed Property Fund will be deducted before the deposit into the State Controller's Unclaimed Property Fund.

8. Service Award. In addition to the Individual Settlement Payment as a Settlement Class Member and her individual share of the Aggrieved Employee Payment, Plaintiff will apply to the Court for an award of not more than $10,000.00 as a Service Award. Defendants will not oppose Plaintiff's request for a Service Award not to exceed $10,000.00. The Settlement Administrator shall pay the Service Award, either in the amount stated herein if approved by the Court or some other amount as approved by the Court, to Plaintiff from the Gross Settlement Amount no later than fifteen (15) calendar days after the Effective Date. Any portion of the requested Service Award that is not awarded to the Class Representative shall be part of the Net Settlement Amount and shall be distributed to Settlement Class Members as provided in this Agreement. The Settlement Administrator shall issue an IRS

Form 1099 — MISC to Plaintiff for her Service Award. Plaintiff shall be solely and legally responsible to pay any and all applicable taxes on her Service Award and shall hold harmless the Released Parties from any claim or liability for taxes, penalties, or interest arising as a result of the Service Awards. Approval of this Settlement shall not be conditioned on Court approval of the requested amount of the Service Award. If the Court reduces or does not approve the requested Service Award, Plaintiff shall not have the right to revoke the Settlement, and it will remain binding.

9. Attorneys' Fees and Attorneys' Expenses. Defendants understand Class Counsel will file a motion for Attorneys' Fees not to exceed one-third of the Gross Settlement Amount currently estimated to be $133,333.33 ***and*** Attorneys' Expenses supported by declaration not to exceed Thirty Thousand Dollars ($30,000.00). Any awarded Attorneys' Fees and Attorneys' Expenses shall be paid from the Gross Settlement Amount. Any portion of the requested Attorneys' Fees and/or Attorneys' Expenses that are not awarded to Class Counsel shall be part of the Net Settlement Amount and shall be distributed to Settlement Class Members as provided in this Agreement. The Settlement Administrator shall allocate and pay the Attorneys' Fees to Class Counsel from the Gross Settlement Amount no later than fifteen (15) calendar days after the Funding Date. Class Counsel shall be solely and legally responsible to pay all applicable taxes on the payment made pursuant to this paragraph. The Settlement Administrator shall issue an IRS Form 1099 — MISC to Class Counsel for the payments made pursuant to this paragraph. In the event that the Court reduces or does not approve the requested Attorneys' Fees, Plaintiff and Class Counsel shall not have the right to revoke the Settlement, or to appeal such order, and the Settlement will remain binding.

10. PAGA Payment. Twenty Thousand Dollars ($20,000) shall be allocated from the Gross Settlement Amount for settlement of claims for civil penalties under

the Private Attorneys General Act of 2004. The Settlement Administrator shall pay seventy-five percent (75%) of the PAGA Payment ($15,000.00) to the California Labor and Workforce Development Agency no later than fifteen (15) calendar days after the Funding Date. Twenty-five percent (25%) of the PAGA Payment ($5,000.00) will be distributed to the Aggrieved Employees as described in this Agreement. For purposes of distributing the PAGA Payment to the Aggrieved Employees, each Aggrieved Employee shall receive their pro-rata share of the Aggrieved Employee Payment using the PAGA Payment Ratio as defined above.

11. Claims Administration Expenses. The Settlement Administrator shall be paid for the costs of administration of the Settlement from the Gross Settlement Amount. The estimate of the Administration Costs is $5,000.00. The Settlement Administrator shall be paid the Claims Administration Expenses no later than fifteen (15) calendar days after the Funding Date.

L. Final Approval Motion. Class Counsel and Plaintiff shall file with the Court a Motion for Order Granting Final Approval and Entering Judgment, within twenty-eight (28) days following the expiration of the Response Deadline, which motion shall request final approval of the Settlement and a determination of the amounts payable for the Service Award, the Attorneys' Fees and Attorneys' Expenses, the PAGA Payment, and the Claims Administration Expenses. Plaintiff will provide Defendants with a draft of the Motion at least three (3) business days prior to the filing of the Motion to give Defendants an opportunity to propose changes or additions to the Motion.

1. Declaration by Settlement Administrator. No later than seven (7) days after the Response Deadline, the Settlement Administrator shall submit a declaration in support of Plaintiff's motion for final approval of this Settlement detailing the number of Notice Packets mailed and re-mailed to Class Members, the number of undeliverable Notice Packets, the number of timely requests for exclusion, the number of objections received, the amount

of the average Individual Settlement Payment and highest Individual Settlement Payment, the Claims Administration Expenses, and any other information as the Parties mutually agree or the Court orders the Settlement Administrator to provide.

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

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

O. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts to implement the Settlement. The Parties will cooperate in vacating any and all class certification deadlines and trial dates. The Parties will cooperate in staying any and all discovery deadlines.

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

Q. Continuing Jurisdiction. The Court shall retain continuing jurisdiction over this Action under California Code of Civil Procedure section 664.6 to ensure the continuing implementation of the provisions of this Settlement and that the time within which to bring this Action to trial under California Code of Civil Procedure section 583.310 shall be extended from the date of signing of this Agreement by all Parties until the entry of the Final Approval Order and Judgment or if not entered, the date this Agreement shall not longer be of any force or effect.

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

S. Entire Agreement. This Agreement and any attached Exhibit constitute the entire Agreement among these Parties, and no oral or written representations, warranties or inducements have been made to any Party concerning this Agreement or its Exhibit other than the representations, warranties and covenants contained and memorialized in this Agreement and its Exhibit.

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

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

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

W. Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronic signature, or e-mail, for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them shall be deemed to be one and the same instrument provided that counsel for the Parties to this Agreement shall exchange among themselves copies or originals of the signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

X. Court Filings. The Parties shall not object to any Court filings consistent with this Agreement.

Y. Disputes. Any disputes between the Parties as to the remaining terms of the Settlement Agreement shall be presented to the mediator Steven Mehta, Esq., for resolution.

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

AA. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with respect to the interpretation, implementation and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel submit to the jurisdiction of the Court for purposes of interpreting, implementing and enforcing the settlement and all orders and judgments entered in connection with this Agreement. If the Court does not approve the Parties' Settlement, Plaintiff will not object to Defendants' removing the Action back to the United States District Court Southern District of California.

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

CC. No Unalleged Claims. Plaintiff and Class Counsel represent that they do not currently intend to pursue any claims against the Released Parties, including, but not limited to, any and all claims relating to or arising from Plaintiff's employment with Defendants, regardless of whether Class Counsel is currently aware of any facts or legal theories upon which any claims or causes of action could be brought against Released Parties, including those facts or legal theories alleged in the operative complaint in this Action.

The Parties further acknowledge, understand and agree that this representation is essential to the Agreement and that this Agreement would not have been entered into were it not for this representation.

DD. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class certification for purposes of this settlement only. Plaintiff or Class Counsel may appeal any reduction in Attorneys' Fees and Costs below the amount they request from the Court, and either Party may appeal any court order that materially alters the Settlement Agreement's terms.

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

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

DATED: 07/24/2024

Ivonne Gonzales

Ivonne Gonzales

IS SO AGREED, FORM AND CONTENT, BY DEFENDANTS:

DATED: 6/3/24

Officia Imaging, Inc. dba OfficeI

[illegible]

Printed Name

CEO

Title

DATED: 8/9/24

Alternative Business Equipment, Inc. dba Office1

Printed Name

Title

IT IS SO AGREED AS TO FORM BY COUNSEL:

DATED: 07/24/2024

JCL LAW FIRM, A.P.C.

By: ______________________

Jean-Claude Lapuyade, Esq.
Attorneys for Plaintiff and the Settlement Class Members

DATED: 07/24/2024

ZAKAY LAW GROUP, APLC

By: ______________________

Shani O. Zakay, Esq.
Attorneys for Plaintiff and the Settlement Class Members

DATED: 8/9/2024

LITTLER MENDELSON, P.C.

By: ______________________

Michael L. Kibbe, Esq.
Jessica Quarless, Esq.
Nicholas C. Lansdown, Esq.
Attorneys for Defendants

<u>EXHIBIT A</u>

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

(Gonzales v. Officia Imaging, Inc. dba Office1, et al., San Diego County Superior Court Case No. 37-2022-00041104-CU-OE-CTL)

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

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

1. Why did I get this Notice?

A proposed class action settlement (the "Settlement") of this lawsuit pending in the Superior Court for the State of California, County of San Diego (the "Court") has been reached between Plaintiff Ivonne Gonzales ("Plaintiff") and Defendants Officia Imaging, Inc. dba Office1, and Alternative Business Equipment, Inc. dba Office1 ("Defendants"). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

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

The Class is defined as:

> All non-exempt employees who are or previously were employed by Defendants Officia Imaging, Inc. dba Office1 and/or Alternative Business Equipment, Inc. dba Office1 and performed work in California during the Class Period.

The "Class Period" is the period from October 12, 2018, to July 2, 2024.

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

2. What is this class action lawsuit about?

On October 12, 2022, Plaintiff filed a Complaint against Defendants in the Superior Court of the State of California, County of San Diego, asserting causes of action for: (1) Unfair Competition (Bus. & Prof. Code §§ 17200 et seq.); (2) Failure to Pay Minimum Wages (Labor Code §§ 1194, 1197 and 1197.1); (3) Failure to Pay Overtime Wages (Labor Code §§ 510 et seq.); (4) Failure to Provide Required Meal Periods (Labor Code §§ 226.7, 512 and the applicable Wage Order); (5) Failure to Provide Required Rest Periods (Labor Code §§ 226.7, 516 and the applicable wage order); (6) Failure to Provide Wages When Due (Labor Code §§ 201, 202, 203); (7) Failure to Provide Accurate Itemized Statements (Labor Code § 226 and 226.2 et seq.); (8) Retaliation (Labor Code § 1102.5); and (9) Constructive Discharge in Violation of Public Policy. In order to facilitate the settlement, on October 12, 2022, Plaintiff filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendants.

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

On April 4, 2024, the Parties participated in an all-day mediation with Steven Mehta, Esq, a mediator of wage and hour class actions. The mediation concluded without a settlement, but the Parties continued to work with the mediator until a resolution was obtained via a mediator's proposal. The Court granted preliminary approval of the Settlement on **<<INSERT PRELIMINARY APPROVAL DATE>>**. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms of JCL Law Firm, APC and Zakay Law Group, APLC to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendants have agreed to pay an "all in" amount of Four Hundred Thousand Dollars and Zero Cents ($400,000.00) (the "Gross Settlement Amount") to fund the settlement. The Gross Settlement Amount includes the payment of all Settlement Shares to Settlement Class Members, Class Counsel's attorneys' fees and costs, Claims Administration Expenses, the PAGA Payment, and the Service Award to the Plaintiff.

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

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

- Claims Administration Expenses. Payment to the Settlement Administrator, estimated not to exceed $5,000.00 for expenses, including expenses of sending this Notice, processing opt-outs, and distributing settlement payments.

- Attorneys' Fees and Expenses. Payment to Class Counsel of Attorneys' Fees of no more than 1/3 of the Gross Settlement Amount (currently $133,333.33) and Attorneys' Expenses of not more than $30,000.00 for all expenses incurred as documented in Class Counsel's billing records, both subject to Court approval.

Class Counsel have been prosecuting the Actions on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.

- Service Award. Service Award of up to Ten Thousand Dollars ($10,000.00) to Plaintiff or such lesser amount as may be approved by the Court, to compensate her for services on behalf of the Class in initiating and prosecuting the Action, and for the risks she undertook.

- PAGA Payment. A payment of $20,000.00 relating to Plaintiff's claim under the Private Attorneys General Act ("PAGA"), $15,000.00 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA") and the remaining $5,000.00 will be distributed to Aggrieved Employees as part of the Net PAGA Amount.

- Calculation of Payments to Settlement Class Members. After all the above payments of the court-approved Attorneys' Fees, Attorneys' Expenses, the Service Award, the PAGA Payment, and the Claims Administration Expenses are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed to class members who do **not** request exclusion ("Settlement Class Members"). Settlement Class Members will be paid based on the number of workweeks worked during the Class Period. A "workweek" is defined as any seven (7) consecutive days beginning on Sunday and ending on Saturday, in which a Class Member is employed by Defendants during the Class Period in California.

- Calculation of Aggrieved Employees Payments to Aggrieved Employees. The PAGA Payment shall be distributed to Aggrieved Employees irrespective of whether they exclude themselves or opt-out. The PAGA Payment will be divided by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period, and then taking that number and multiplying it by the number of pay periods worked by each respective Aggrieved Employee during the PAGA Period. "Aggrieved Employee" means all non-exempt employees who are or previously were employed by Defendants Officia Imaging, Inc. dba Office1 and/or Alternative Business Equipment, Inc. dba Office1 and performed work in California during the PAGA Period. The PAGA Period means the period from October 12, 2021 to July 2, 2024.

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

Tax Matters. Twenty percent (20%) of each Individual Settlement Payment is allocated to wages. Taxes are withheld from this amount, and each Settlement Class Member will be issued an Internal Revenue Service Form W-2 for such payment. Forty percent (40%) of each Individual Settlement Payment is allocated to interest and forty percent (40%) to penalties, and other non-wage payments, and no taxes will be withheld from the PAGA Payment paid to Aggrieved Employees. Each Settlement Class Member will be issued an Internal Revenue Service Form 1099 for Penalty Portion and Interest Portion of the Individual Settlement Payments. In addition, no taxes will be withheld from the PAGA Payment paid to Aggrieved Employees, and each Aggrieved Employee will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defendants' counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

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

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

4. What Do I Release Under the Settlement?

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

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

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

5. How much will my payment be?

Defendants' records reflect that you have <<_____>> Workweeks worked during the Class Period (October 12, 2018 to July 2, 2024).

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

Defendants' records reflect that you have <<_____>> pay periods worked during the PAGA Period (October 12, 2021 to July 2, 2024).

Based on this information, your estimated PAGA Payment Share is <<_______>>.

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

6. How can I get a payment?

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

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

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

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

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than ______________. The address for the Settlement Administrator is 18 Technology Drive, Suite 164, Irvine, CA 92618; Tel. (800) 355-0700. The request for exclusion must state in substance that the Class Member has read the Class Notice and that he or she wishes to be excluded from the settlement of the class action lawsuit entitled *Gonzales v. Officia Imaging, Inc., et al.*, currently pending in Superior Court of San Diego, Case No. 37-2022-00041104-CU-OE-CTL. The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

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

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

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class Member's name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is ***Gonzales v. Officia Imaging, Inc. dba Office1, et al.*, San Diego County Superior Court Case *No.* 37-2022-00041104-CU-OE-CTL.** You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below.

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

Written objections must be delivered or mailed to the Settlement Administrator no later than ______________. The address for the Settlement Administrator is 18 Technology Drive, Suite 164, Irvine, CA 92618; Tel: (800) 355-0700.

The addresses for the Parties' counsel are as follows:

Class Counsel:
Jean-Claude Lapuyade, Esq.
JCL Law Firm, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel.: (619) 599-8292
Fax: (619) 599-2891
E-Mail: jlapuyade@jcl-lawfirm.com

Counsel for Defendants:
Michael Kibbe, Esq.
Jessica Quarless, Esq.
Littler Mendelson, P.C.
18565 Jamboree Road Ste 800
Irvine, CA 92612
Tel: (949) 705-3000
Fax: (949) 724-1201
E-Mail: mkibbe@littler.com
E-Mail: jquarless@littler.com

Class Counsel:
Shani O. Zakay, Esq.
Zakay Law Group, APLC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel: (619) 599-8292
Fax: (619) 599-8291
Email: shani@zakaylaw.com

Counsel for Defendants:
Nicholas C. Lansdown, Esq.
Littler Mendelson, P.C.
50 West San Fernando St., 7th Floor
San Jose, CA 95113
Tel: (408) 998-4150
Fax: (408) 288-5686
E-Mail: nlansdown@littler.com

9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at **00:00 AM/PM on** ______________, at the San Diego County Superior Court, Department C-67, located at 330 W Broadway, San Diego, CA 92101-3827 before Judge Eddie Sturgeon. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

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

You may call the Settlement Administrator at 1-800-355-0700 or write to ***Gonzales v. Officia Imaging, Inc. dba Office1, et al. San Diego Superior Court Case No. 37-2022-00041104-CU-OE-CTL***. Settlement Administrator, 18 Technology Drive, Suite 164, Irvine, CA 92618 c/o __________________.

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by writing to JCL Law firm, APC, 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121 or by visiting the administrator's website at www.apexclassaction.com.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. Any check not cashed within one hundred eighty (180) calendar days will be void. The Settlement Administrator shall distributed the funds from any uncashed checks to the State Controller's Unclaimed Property Fund.

EXHIBIT 3

Department of Industrial Relations
STATE OF CALIFORNIA

PAGA NOTICE PUBLIC SEARCH - CASE DETAIL

Case Information

Case Number: LWDA-CM-913432-22
Plaintiff for PAGA Case: Ivonne Gonzales
Filer/Attorney for PAGA Case: Shani Zakay
Law Firm for PAGA Plaintiff: Zakay Law Group, APLC
Employer: OFFICIA IMAGING, INC. dba OFFICE1
Date Case Received:
Filer for Employer:
Employer Filer Firm:
Court Type: California Superior Courts
Court Name: San Diego Superior Court
PAGA Court Case Number: 37-2022-00050305-CU-OE-CTL
Violation Type:
Related BOFE Case:

Attachments

Attachment Name	Description	Date Submitted	Type
Additional Document Submitted with Proposed Settlement on 03/11/2025 02:53:17 PM by Shani Zakay	2025_03_11_Proposed Order.pdf	3/11/2025 9:53 PM	Proposed Settlement
Additional Document Submitted with Proposed Settlement on 03/11/2025 02:53:17 PM by Shani Zakay	2025_03_11_PA.pdf	3/11/2025 9:53 PM	Proposed Settlement
Additional Document Submitted with Proposed Settlement on 03/11/2025 02:53:17 PM by Shani Zakay	DRAFT_SOZ Dec.pdf	3/11/2025 9:53 PM	Proposed Settlement
Additional Document Submitted with Proposed Settlement on 03/11/2025 02:53:17 PM by Shani Zakay	2025_03_11_JCL Dec.pdf	3/11/2025 9:53 PM	Proposed Settlement
Additional Document Submitted with Proposed Settlement on 03/11/2025 02:53:17 PM by Shani Zakay	2025_03_11_Apex Dec..pdf	3/11/2025 9:53 PM	Proposed Settlement
Additional Document Submitted with Proposed Settlement on 03/11/2025 02:53:17 PM by Shani Zakay	2025_03_11_PLA Dec.pdf	3/11/2025 9:53 PM	Proposed Settlement
Court Complaint Submitted on 12/19/2022 09:08:30 AM by Jean-Claude Lapuyade	2022_12_19_Conformed Complaint.pdf	12/19/2022 5:08 PM	Court Complaint
PAGA Notice Submitted on 10/12/2022 11:26:26 AM by Shani Zakay	2022_10_12_PAGA Letter.pdf	10/12/2022 6:26 PM	PAGA Notice
Proposed Settlement Submitted on 03/11/2025 02:53:17 PM by Shani Zakay	2025_03_11_Notice of Motion.pdf	3/11/2025 9:53 PM	Proposed Settlement

EXHIBIT 4