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Attorneys for Plaintiff NICOLE DEZA

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF PLACER**

NICOLE DEZA, as an individual and on behalf  
of all employees similarly situated,

Plaintiff,

v.

EURO SNACK, INC., a California  
Corporation; and DOES 1 through 50,  
inclusive,

Defendants.

Case No.: S-CV-0052505

[Assigned for all purposes to Hon. Todd Irby,  
Department 6]

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

Complaint Filed: March 25, 2024  
Trial: None Set

# CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff NICOLE DEZA (“Plaintiff”) and Defendant EURO SNACK, INC. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

## 1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned *Deza v. Euro Snack, Inc.*, Case N S-CV-0052505 initiated on March 25, 2024, pending in Superior Court of the State of California, County of Placer.
- 1.2. “Administrator” means Apex Class Action LLC, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “PAGA Employee” means any person who worked for Defendant in California as an hourly paid, non-exempt employee during the PAGA Period.
- 1.5. “Class” means all persons who worked for Defendant in California as hourly paid, non-exempt employees during the Class Period.
- 1.6. “Class Counsel” means Tunyan Law, APC and The Sentinel Firm, APC.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.8. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, email address, phone number, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.

- 1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an PAGA Employee).
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.11. “Class Notice” means the Court approved Notice of Class Action Settlement and Hearing Date for Final Court Approval, to be mailed or sent via any other alternative method agreed between the Parties and the Administrator to Class Members in English, with a Spanish translation, substantially in the same form, with some variations to include modifications related to the Class Notice and checks sending method, attached as **Exhibit A** and incorporated by reference into this Agreement.
- 1.12. “Class Period” means the period from be March 25, 2020 through the date the Court grants preliminary approval of this settlement or 60 days from January 30, 2025, whichever is earlier.
- 1.13. “Class Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.14. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.15. “Court” means the Superior Court of California, County of Placer.
- 1.16. “Defendant” means named Defendant EURO SNACK, INC.
- 1.17. “Defense Counsel” means Spiros Fousekis of ROPERS MAJESKI PC.
- 1.18. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the

day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

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

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

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

1.22. “Gross Settlement Amount” means **One Hundred Ninety-Five Thousand Dollars and Zero Cents (\$195,000.00)** which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator’s Expenses.

1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.24. “Individual PAGA Payment” means the PAGA Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.

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

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

1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code § 2699(i).

1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment,

Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment.

The remainder is to be paid to Participating Class Members as Individual Class Payments.

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

1.30. “PAGA Pay Period” means any Pay Period during which a PAGA Employee worked for Defendant for at least one day during the PAGA Period.

1.31. “PAGA Period” means the period from March 25, 2023 the date the Court grants preliminary approval of this settlement or 60 days from January 30, 2025, whichever is earlier.

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

1.33. “PAGA Notice” means Plaintiff’s March 23, 2024 letter to Defendant and the LWDA providing notice pursuant to Labor Code § 2699.3(a).

1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the PAGA Employees (\$6,250.00) and the 75% to LWDA (\$18,750.00) in settlement of PAGA claims.

1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.36. “Plaintiff” means NICOLE DEZA, the named plaintiff in the Action.

1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

1.38. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.

1.39. “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.

1.40. “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.

1.41. “Released Parties” means: Defendant and each of its former and present directors, officers, shareholders, owners, agents, employees, attorneys, insurers, predecessors, successors,

1 assigns, partners, managers, members, parents entities, affiliates, and subsidiaries.

2 1.42. "Request for Exclusion" means a Class Member's submission of a written request to be  
3 excluded from the Class Settlement signed by the Class Member.

4 1.43. "Response Deadline" means forty-five (45) days after the Administrator mails Notice to  
5 Class Members and PAGA Employees and shall be the last date on which Class Members  
6 may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email,  
7 or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are  
8 resent after having been returned undeliverable to the Administrator shall have an  
9 additional 14 calendar days beyond the Response Deadline has expired.

10 1.44. "Settlement" means the disposition of the Action effected by this Agreement and the  
11 Judgment.

12 1.45. "Workweek" means any week during which a Class Member worked for Defendant for at  
13 least one day, during the Class Period.

14 **2. RECITALS.**

15 2.1. On March 25, 2024, Plaintiff commenced this Action by filing a Complaint alleging causes  
16 of action against Defendant for: (1) Violation of Labor Code §§ 204, 510, 1194, 1198 (Failure to Pay All  
17 Wages); (2) Violation of Labor Code §§ 226.7, 512 (Failure to Provide Meal Periods); (3) Violation of  
18 Labor Code § 226.7 (Failure to Provide Rest Periods); (4) Violation of Labor Code § 226, (Failure to Keep  
19 Accurate Itemized Wage Statements); (5) Violation of Labor Code §§ 201-203 (Failure to Pay Wages  
20 Upon Termination of Employment); (6) Violation of Labor Code § 2802 (Failure to Reimburse For  
21 Necessary Expenditures); and (7) Violation of Bus. & Prof. Code § 17200 et seq. (Unfair Business  
22 Practices). On May 29, 2024, Plaintiff filed a First Amended Complaint adding a cause of action for Civil  
23 Penalties Under PAGA [Cal. Lab. Code § 2699, et seq.]. The First Amended Complaint is the operative  
24 complaint in the Action (the "Operative Complaint.") Defendant denies the allegations in the Operative  
25 Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies  
26 any and all liability for the causes of action alleged.

27 2.2. Pursuant to Labor Code § 2699.3(a), Plaintiff gave timely written notice to Defendant and  
28 the LWDA by sending the PAGA Notice.

2.3. On January 30, 2025, the Parties participated in an all-day mediation presided over by Kevin Barnes, Esq. and reached an agreement to settle the Action.

2.4. Prior to the mediation, Plaintiff obtained, through informal discovery, documents and information necessary to evaluate the claims in the Action, including sample pay and time records for the Class. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.*, 48 Cal. App. 4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116, 129-130 (2008) ("*Dunk/Kullar*").

2.5. The Court has not granted class certification.

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

### 3. **MONETARY TERMS.**

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay \$195,000.00, and no more, as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or PAGA Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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

3.2.1. To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$10,000 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. Plaintiff will seek Court approval for any Class Representative Service Payment in the Final Approval Motion. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net

Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 33 and 1/3%, which is currently estimated to be \$65,000.00, and a Class Counsel Litigation Expenses Payment of not more than \$20,000.00. Defendant will not oppose requests for these payments, provided they do not exceed these amounts. Plaintiff will seek court approval for Class Counsel Fees Payment and Class Litigation Expenses Payment in the Final Approval Motion. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$6,990.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$6,990.00, the Administrator will retain the remainder in the Net Settlement Amount. Apex Class Action LLC has been selected as the Administrator, based upon its "not to exceed" bid of \$6,990.00.

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

3.2.4.1. Tax Allocation of Individual Class Payments. 20 % of each Participating Class Member's Individual Class Payment will be allocated to settlement



of wage claims (the “Wage Portion”). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The 80% of each Participating Class Member’s Individual Class Payment will be allocated to settlement of claims for interest and penalties (the “Non-Wage Portion”). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

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

3.2.5. To the LWDA and PAGA Employees: PAGA Penalties in the amount of \$25,000.00 be paid from the Gross Settlement Amount, with 75% (\$18,750.00) allocated to the LWDA PAGA Payment and 25% (\$6,250.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the PAGA Employees’ 25% share of PAGA Penalties (\$6,250.00) by the total number of PAGA Period Pay Periods worked by all PAGA Employees during the PAGA Period and (b) multiplying the result by each PAGA Employee’s PAGA Period Pay Periods. PAGA Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

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

2             4.1.     Class Workweeks and PAGA Employee Pay Periods. As of January 30, 2025, the number  
3 of Workweeks worked by 228 class members during the Class Period is estimated to be 4,541, and 109  
4 PAGA Employees during the PAGA Period who worked a total of 916 PAGA Pay Periods.

5             4.2.     Class Data. Not later than fifteen (15) days after the Court grants Preliminary Approval of  
6 the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft  
7 Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class  
8 Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and  
9 restrict access to the Class Data to Administrator employees who need access to the Class Data to effect  
10 and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel  
11 if it discovers that the Class Data omitted class member identifying information and to provide corrected  
12 or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which  
13 Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously  
14 use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted  
15 Class Data. The Administrator will be obligated to use its best efforts to work with Defense and Plaintiff's  
16 Counsel to determine a viable method for Class notices and the check mailing process to those Class  
17 Members and PAGA Employees whose addresses are not known to Defendant. Defendant agrees to  
18 cooperate in good faith with the Administrator and Plaintiff's counsel to attempt to locate Class Members'  
19 last known addresses, and, if not able to locate, to cooperate with Plaintiff's Counsel and the Administrator  
20 to determine a viable alternative for sending Class notices and checks to Class Members and PAGA  
21 Employees, including via the use of text messages and email addresses, as practicable.

22             4.3.     Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement  
23 Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by  
24 transmitting the funds to the Administrator no later than twenty-one (21) days after the Effective Date.

25             4.4.     Payments from the Gross Settlement Amount. Within fourteen (14) days after Defendant  
26 funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments,  
27 all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the  
28 Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class

1 Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel  
2 Litigation Expenses Payment and the Class Representative Service Payment shall not precede  
3 disbursement of Individual Class Payments and Individual PAGA Payments.

4 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual  
5 PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage  
6 prepaid or any alternative method agreed by the Parties. The face of each check shall  
7 prominently state the date when the check will be voided, which date shall be one  
8 hundred eighty (180) days after the date of mailing or delivering the check by any other  
9 alternative method. The Administrator will cancel all checks not cashed by the void date.  
10 The Administrator will send checks for Individual Settlement Payments to all  
11 Participating Class Members (including those for whom Class Notice was returned  
12 undelivered). The Administrator will send checks for Individual PAGA Payments to all  
13 PAGA Employees including Non-Participating Class Members who qualify as PAGA  
14 Employees (including those for whom Class Notice was returned undelivered). The  
15 Administrator may send Participating Class Members a single check combining the  
16 Individual Class Payment and the Individual PAGA Payment. Before mailing any  
17 checks, the Settlement Administrator must update the recipients' mailing addresses using  
18 the National Change of Address Database.

19 4.4.2 The Administrator must conduct a Class Member Address Search for all other Class  
20 Members whose checks are returned undelivered without USPS forwarding address.  
21 Within seven (7) days of receiving a returned check the Administrator must re-mail checks  
22 to the USPS forwarding address provided or to an address ascertained through the Class  
23 Member Address Search. Defendant agrees to cooperate in good faith with the  
24 Administrator and Plaintiff's counsel to attempt to locate Class Members' last known  
25 addresses, and, if not able to locate, to cooperate with Plaintiff's Counsel and the  
26 Administrator to determine a viable alternative for sending Class notices and checks to  
27 Class Members and PAGA Employees, including via the use of text messages and email  
28 addresses, as practicable. The Administrator need not take further steps to deliver checks

to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the 180-day void date, the Administrator shall transmit the funds represented by such checks to the *Cy Pres* recipient selected by mutual agreement of the Parties not later than 15 days prior to filing motion for preliminary approval of this Settlement by Plaintiff and approved by the Court with this Settlement thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure § 384(b). The Parties, Class Counsel and Defense Counsel will represent that they have no interest or relationship, financial or otherwise, with the intended *Cy Pres* recipient.

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

## **5 RELEASES OF CLAIMS.**

Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

### **5.1.1 Plaintiff's Release.**

Plaintiff and her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from any and all of the claims, transactions or occurrences that occurred during the Class Period, including, but not limited to: all claims that were, or reasonably could have been, alleged, based on the facts and legal assertions contained in the Operative Complaint, and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts and legal assertions contained in the Operative Complaint, Plaintiff's PAGA Notice, or

ascertained during the Action and released under 5.3, below. (“Plaintiff’s Release.”)  
Plaintiff’s Release does not extend to any claims or actions to enforce this Agreement, or  
to any claims for vested benefits, unemployment benefits, disability benefits, social  
security benefits, workers’ compensation benefits that arose at any time. Plaintiff  
acknowledges that Plaintiff may discover facts or law different from, or in addition to, the  
facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that  
Plaintiff’s Release shall be and remain effective in all respects, notwithstanding such  
different or additional facts or Plaintiff’s discovery of them.

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

**A general release does not extend to claims that the creditor or  
releasing party 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.**

5.2 Release by Participating Class Members: All Participating Class Members, on behalf of  
themselves and their respective former and present representatives, agents, attorneys, heirs, administrators,  
successors, and assigns, release Released Parties from any and all claims that were alleged, or reasonably  
could have been alleged, based on the factual claims and legal assertions during the Class Period alleged in  
the Operative Complaint and ascertained in the course of the Action, including any and all claims  
involving any alleged: (1) Failure to Pay All Wages in Violation of Labor Code §§ 204, 510, 1194, 1198;  
(2) Failure to Provide Meal Periods in Violation of Labor Code §§ 226.7, 512; (3) Failure to Provide Rest  
Periods in Violation of Labor Code § 226.7; (4) Failure to Keep Accurate Itemized Wage Statements in  
Violation of Labor Code § 226; (5) Failure to Pay Wages Upon Termination of Employment in Violation  
of Labor Code §§ 201-203; (6) Failure to Reimburse For Necessary Expenditures in Violation of Labor  
Code § 2802; and (7) Unfair Business Practices in Violation of Bus. & Prof. Code § 17200 et seq. based  
on these enumerated claims (“Released Class Claims”). Except as set forth in Section 5.3 of this  
Agreement, Participating Class Members do not release any other claims, including claims for vested  
benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment

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

3         5.3     Release by PAGA Employees: All PAGA Employees are deemed to release, on behalf of  
4 themselves and their respective former and present representatives, agents, attorneys, heirs, administrators,  
5 successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or  
6 reasonably could have been alleged, based on the PAGA Period factual claims and legal assertions stated  
7 in the Operative Complaint and the PAGA Notice attached hereto, and expressly incorporated herein, as  
8 **Exhibit B** ("Released PAGA Claims").

9  
10     **6     MOTION FOR PRELIMINARY APPROVAL.**

11 Plaintiff shall prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that  
12 complies with the Court's current checklist for Preliminary Approvals.

13         6.1     Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all  
14 documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and  
15 memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the  
16 Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code §  
17 2699(f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA  
18 Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching  
19 its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve;  
20 competency; operative procedures for protecting the security of Class Data; amounts of insurance  
21 coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or  
22 potential conflicts of interest with Class Members; and the nature and extent of any financial relationship  
23 with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming  
24 willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of  
25 interest with Class Members or the Administrator; (vi) a signed declaration from each Class Counsel firm  
26 attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all  
27 necessary PAGA documents (initial notice of violations (Labor Code § 2699.3(a)), Operative Complaint  
28 (Labor Code § 2699(l)(1)), this Agreement (Labor Code § 2699(l)(2)) and (vii) all facts relevant to any

1 actual or potential conflict of interest with Class Members, the Administrator. In their Declarations,  
2 Plaintiff and Class Counsel Declaration shall aver that they are not aware of any other pending matter or  
3 action asserting claims that will be extinguished or adversely affected by the Settlement.

4 6.2 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible  
5 for expeditiously finalizing and filing the Motion for Preliminary Approval no later than thirty (30) days  
6 after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary  
7 Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class  
8 Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

9 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for  
10 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense  
11 Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone,  
12 and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or  
13 conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense  
14 Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone,  
15 and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

## 16 17 **7 SETTLEMENT ADMINISTRATION.**

18 7.1 Selection of Administrator. The Parties have jointly selected Apex Class Action LLC to  
19 serve as the Administrator and verified that, as a condition of appointment, Apex Class Action LLC  
20 agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement  
21 in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they  
22 have no interest or relationship, financial or otherwise, with the Administrator other than a professional  
23 relationship arising out of prior experiences administering settlements.

24 7.2 Employer Identification Number. The Administrator shall have and use its own Employer  
25 Identification Number for purposes of calculating payroll tax withholdings and providing reports state and  
26 federal tax authorities.

27 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets  
28 the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation § 468B-1.

1       7.4 Notice to Class Members.

2           7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall  
3           notify Class Counsel that the list has been received and state the number of Class  
4           Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.

5           7.4.2 Using best efforts to perform as soon as possible, and in no event later than fourteen (14)  
6           days after receiving the Class Data, the Administrator will send to all Class Members  
7           identified in the Class Data, via first-class United States Postal Service (“USPS”) mail  
8           and/or any other alternative method agreed between the Parties and the Administrator in  
9           good faith in case Defendant has used its best efforts and was unable to locate some Class  
10          Members’ addresses, the Class Notice (with Spanish translation) substantially in the form  
11          attached to this Agreement as **Exhibit A**. The first page of the Class Notice shall  
12          prominently estimate the dollar amounts of any Individual Class Payment and/or Individual  
13          PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA  
14          Pay Periods used to calculate these amounts. Before mailing Class Notices, the  
15          Administrator shall update Class Member addresses using the National Change of Address  
16          database.

17          7.4.3 Not later than three (3) business days after the Administrator’s receipt of any Class Notice  
18          returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice  
19          using any forwarding address provided by the USPS. If the USPS does not provide a  
20          forwarding address, the Administrator shall conduct a Class Member Address Search, and  
21          re-mail the Class Notice to the most current address obtained. The Administrator has no  
22          obligation to make further attempts to locate or send Class Notice to Class Members whose  
23          Class Notice is returned by the USPS a second time.

24          7.4.4 The deadlines for Class Members’ written objections, Challenges to Workweeks and/or  
25          Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) days  
26          beyond the forty-five (45) days otherwise provided in the Class Notice for all Class  
27          Members whose notice is re-mailed. The Administrator will inform the Class Member of  
28          the extended deadline with the re-mailed Class Notice.



1 7.4.5 If the Administrator, Defendant or Class Counsel is contacted by or otherwise discovers  
2 any persons who believe they should have been included in the Class Data and should have  
3 received Class Notice, the Parties will expeditiously meet and confer in person or by  
4 telephone, and in good faith, in an effort to agree on whether to include them as Class  
5 Members. If the Parties agree, such persons will be Class Members entitled to the same  
6 rights as other Class Members, and the Administrator will send, via email or overnight  
7 delivery, a Class Notice requiring them to exercise options under this Agreement not later  
8 than fourteen (14) days after receipt of Class Notice, or the deadline dates in the Class  
9 Notice, whichever are later.

10 7.5 Requests for Exclusion (Opt-Outs).

11 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must  
12 send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not  
13 later than forty-five (45) days after the Administrator mails the Class Notice or as  
14 otherwise extended for re-mailed Class Notices as described herein. A Request for  
15 Exclusion is a letter from a Class Member or his/her representative that reasonably  
16 communicates the Class Member's election to be excluded from the Settlement and  
17 includes the Class Member's name, address and email address or telephone number. To  
18 be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the  
19 Response Deadline, subject to extension for re-mailed Class Notices as described herein.

20 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to  
21 contain all the information specified in the Class Notice. The Administrator shall accept  
22 any Request for Exclusion as valid if the Administrator can reasonably ascertain the  
23 identity of the person as a Class Member and the Class Member's desire to be excluded.  
24 The Administrator's determination shall be final and not appealable or otherwise  
25 susceptible to challenge. If the Administrator has reason to question the authenticity of a  
26 Request for Exclusion, the Administrator may demand additional proof of the Class  
27 Member's identity. The Administrator's determination of authenticity shall be final and not  
28 appealable or otherwise susceptible to challenge.

1 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is  
2 deemed to be a Participating Class Member under this Agreement, entitled to all benefits  
3 and bound by all terms and conditions of the Settlement, including the Participating Class  
4 Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless whether  
5 the Participating Class Member actually receives the Class Notice or objects to the  
6 Settlement.

7 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-  
8 Participating Class Member and shall not receive an Individual Class Payment or have the  
9 right to object to the class action components of the Settlement. Because future PAGA  
10 claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class  
11 Members who are PAGA Employees are deemed to release the claims identified in  
12 Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

13 7.6 Challenges to Calculation of Workweeks. Each Class Member shall have forty-five (45) days  
14 after the Administrator mails the Class Notice, or as otherwise extended for re-mailed Class  
15 Notices as described herein, to challenge the number of Workweeks and PAGA Pay Periods (if  
16 any) allocated to the Class Member in the Class Notice. The Class Member may challenge the  
17 allocation by communicating with the Administrator via fax, email or mail. The Administrator  
18 must encourage the challenging Class Member to submit supporting documentation. In the  
19 absence of any contrary documentation, the Administrator is entitled to presume that the  
20 Workweeks contained in the Class Notice are correct so long as they are consistent with the Class  
21 Data. The Administrator's determination of each Class Member's allocation of Workweeks  
22 and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The  
23 Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or  
24 Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the  
25 challenges.

26 7.7 Objections to Settlement.

27 7.7.1 Only Participating Class Members may object to the class action components of the  
28 Settlement and/or this Agreement, including contesting the fairness of the Settlement,

and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than the Response Deadline, or as otherwise extended for re-mailed Class Notices as described herein.

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

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

7.8.1 Website, Email Address and Toll-Free Number. The Administrator will post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, the Class Notice, the Motion for Final Approval, the Final Approval and the Judgment on the Administrator's website. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

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

7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class

1 Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion  
2 (whether valid or invalid) received, objections received, challenges to Workweeks and/or  
3 Pay Periods received and/or resolved, and checks mailed for Individual Class Payments  
4 and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include  
5 provide the Administrator’s assessment of the validity of Requests for Exclusion and attach  
6 copies of all Requests for Exclusion and objections received.

7 7.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to address  
8 and make final decisions consistent with the terms of this Agreement on all Class Member  
9 challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s  
10 decision shall be final and not appealable or otherwise susceptible to challenge.

11 7.8.5 Administrator’s Declaration. Not later than fourteen (14) days before the date by which  
12 Plaintiff is required to file the Motion for Final Approval of the Settlement, the  
13 Administrator will provide to Class Counsel and Defense Counsel, a signed declaration  
14 suitable for filing in Court attesting to its due diligence and compliance with all of its  
15 obligations under this Agreement, including, but not limited to, its mailing of Class Notice,  
16 the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to  
17 locate Class Members, the total number of Requests for Exclusion from Settlement it  
18 received (both valid or invalid), the number of written objections and attach the Exclusion  
19 List. The Administrator will supplement its declaration as needed or requested by the  
20 Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s  
21 declaration(s) in Court.

22 7.8.6 Final Report by Settlement Administrator. Within fourteen (14) days after the  
23 Administrator disburses all funds in the Gross Settlement Amount, the Administrator will  
24 provide Class Counsel and Defense Counsel with a final report detailing its disbursements  
25 by employee identification number only of all payments made under this Agreement. At  
26 least fourteen (14) days before any deadline set by the Court, the Administrator will  
27 prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable  
28 for filing in Court attesting to its disbursement of all payments required under this

1 Agreement. Class Counsel is responsible for filing the Administrator's declaration in  
2 Court.

3  
4 **8 CLASS SIZE ESTIMATES and ESCALATOR CLAUSE.**

5 Based on its records, Defendant estimates that, as of January 30, 2025, the number of Workweeks worked  
6 by Class Members during the Class Period was estimated to be 4,541 and the number of class members  
7 was 228. The parties stipulate to a 15% escalation of the estimated Workweeks without any increase to the  
8 Gross Settlement Amount. If the number of actual Workweeks during the Class Period exceeds 15% of the  
9 estimated Workweeks (i.e., exceeds 5,222 workweeks), Defendant shall increase the Gross Settlement  
10 Amount by a pro-rata dollar value equal to the number of workweeks in excess of 5,222 workweeks. For  
11 example, if there is a 1% increase over 15% then the GSA increases by 1%.

12  
13 **9 DEFENDANT'S RIGHT TO WITHDRAW**

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

22  
23 **10 MOTION FOR FINAL APPROVAL.**

24 Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will file in  
25 Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA  
26 settlement under Labor Code § 2699(l), a Proposed Final Approval Order and a proposed Judgment  
27 (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense  
28 Counsel not later than seven (7) days prior to filing the Motion for Final Approval. Class Counsel and

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

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

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

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

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

amount of the Net Settlement Amount.

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

## **11 AMENDED JUDGMENT.**

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

## **12 ADDITIONAL PROVISIONS.**

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

1 not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the  
2 Settlement and this Agreement).

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

19 12.3 No Solicitation. The Parties separately agree that they and their respective counsel and  
20 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the  
21 Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate  
22 with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

23 12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement  
24 together with its attached exhibits shall constitute the entire agreement between the Parties relating to the  
25 Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or  
26 by any Party.

27 12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and  
28 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action



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

4 12.6 Cooperation. The Parties and their counsel will cooperate with each other and use their  
5 best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement  
6 Agreement, submitting supplemental evidence and supplementing points and authorities as requested by  
7 the Court. In the event the Parties are unable to agree upon the form or content of any document  
8 necessary to implement the Settlement, or on any modification of the Agreement that may become  
9 necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court  
10 for resolution.

11 12.7 No Prior Assignments. The Parties separately represent and warrant that they have not  
12 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to  
13 any person or entity and portion of any liability, claim, demand, action, cause of action, or right released  
14 and discharged by the Party in this Settlement.

15 12.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are  
16 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as  
17 such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as  
18 amended) or otherwise.

19 12.9 Modification of Agreement. This Agreement, and all parts of it, may be amended,  
20 modified, changed, or waived only by an express written instrument signed by all Parties or their  
21 representatives, and approved by the Court.

22 12.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the  
23 benefit of, the successors of each of the Parties.

24 12.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be  
25 governed by and interpreted according to the internal laws of the state of California, without regard to  
26 conflict of law principles.

27 12.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of  
28 this Agreement. This Agreement will not be construed against any Party on the basis that the Party was

1 the drafter or participated in the drafting.

2 12.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered  
3 during this Action and in this Agreement relating to the confidentiality of information shall survive the  
4 execution of this Agreement. Plaintiff and Class Counsel shall not publicize the Settlement, and agree not to  
5 post the Settlement terms, amount, or that they obtained a settlement from Defendant, including but not  
6 limited to using advertisements, articles, websites, or other forms of promotion. This provision shall apply  
7 to neither the filing of any documents with the Court nor the LWDA which are necessary to effectuate the  
8 Settlement, nor is it intended to interfere with or restrict: (1) the Administrator from distributing the notice  
9 packets and otherwise complying with its obligation to provide information to Class Members and/or  
10 Aggrieved Employees; (2) the Administrator from posting any judgment on its website; and (3) Class  
11 Counsel from disclosing the names of the parties and the venue/case number of this Action for purposes of  
12 proving adequacy in this Action. This paragraph does not restrict Class Counsel's communications with  
13 Class Members in accordance with Class Counsel's ethical obligations owed to Class Members pertaining  
14 to this Action only.

15 12.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to  
16 Evidence Code § 1152, and all copies and summaries of the Class Data provided to Class Counsel by  
17 Defendant in connection with the mediation, other settlement negotiations, or in connection with the  
18 Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in  
19 any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days  
20 after the date when the Court discharges the Administrator's obligation to provide a Declaration  
21 confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic  
22 versions of Class Data received from Defendant.

23 12.15 Headings. The descriptive heading of any section or paragraph of this Agreement is  
24 inserted for convenience of reference only and does not constitute a part of this Agreement.

25 12.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be  
26 to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or  
27 federal legal holiday, such date or deadline shall be on the first business day thereafter.

28 12.17 Notice. All notices, demands or other communications between the Parties in connection

with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Lilit Tunyan  
[ltunyan@tunyanlaw.com](mailto:ltunyan@tunyanlaw.com)  
Artur Tunyan  
[atunyan@tunyanlaw.com](mailto:atunyan@tunyanlaw.com)  
**TUNYAN LAW, APC**  
535 N Brand Blvd. Suite 285  
Glendale, California 91203  
Telephone: (323) 410-5050

Seung Yang  
[seung.yang@thesentinelfirm.com](mailto:seung.yang@thesentinelfirm.com)  
Tiffany Hyun  
[tiffany.hyun@thesentinelfirm.com](mailto:tiffany.hyun@thesentinelfirm.com)  
**THE SENTINEL FIRM, APC**  
355 S. Grand Ave., Suite 1450  
Los Angeles, California 90071  
Telephone: (213) 985-1150  
Facsimile: (213) 985-2155

To Defendant:

Spiros E. Fousekis  
[spiros.fousekis@ropers.com](mailto:spiros.fousekis@ropers.com)  
**ROPERS MAJESKI PC**  
535 Middlefield Road, Suite 245  
Menlo Park, CA 94025  
Telephone: (650) 364-8200  
Facsimile: (650) 780-1701

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


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

to trial under CCP section 583.310 for the entire period of this settlement process.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Class Action and PAGA Settlement Agreement between Plaintiff, on the one hand, and Defendant, on the other hand, as of the date(s) set forth below:

**Plaintiff & Class Representative:**

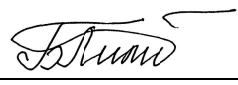
Dated: 03 / 05 / 2025

By:   
NICOLE DEZA

**Plaintiff's Counsel:**

Dated: 03 / 06 / 2025

**TUNYAN LAW, APC**

By: 

Lilit Tunyan  
Artur Tunyan

Attorneys for Plaintiff NICOLE DEZA

Dated: 03 / 06 / 2025

**THE SENTINEL FIRM, APC**

By: 

Seung Yang.  
Tiffany Hyun

Attorneys for Plaintiff NICOLE DEZA

**Defendant:**

Dated: \_\_\_\_

**EURO SNACK, INC.**

By: \_\_\_\_\_  
MICHEL CHALON

\_\_\_\_\_  
Signature

\_\_\_\_\_  
CEO

to trial under CCP section 583.310 for the entire period of this settlement process.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Class Action and PAGA Settlement Agreement between Plaintiff, on the one hand, and Defendant, on the other hand, as of the date(s) set forth below:

**Plaintiff & Class Representative:**

Dated: \_\_\_\_

By: \_\_\_\_\_  
**NICOLE DEZA**

**Plaintiff's Counsel:**

Dated: \_\_\_\_

**TUNYAN LAW, APC**

By: \_\_\_\_\_

Lilit Tunyan  
Artur Tunyan

Attorneys for Plaintiff NICOLE DEZA

Dated: \_\_\_\_

**THE SENTINEL FIRM, APC**

By: \_\_\_\_\_

Seung Yang.  
Tiffany Hyun

Attorneys for Plaintiff NICOLE DEZA

**Defendant:**

Dated: Mar 6, 2025

**EURO SNACK, INC.**

By: *Michel Chalon*  
Michel Chalon (Mar 6, 2025 21:30 GMT+1)  
**MICHEL CHALON**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
CEO

**Defendant's Counsel:**

Dated: March 6, 2025

**ROPERS MAJESKI PC**

By:  \_\_\_\_\_  
Spiros E. Fousekis

Attorneys for Defendant EURO SNACK, INC.

# Exhibit “A”

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

*Deza v. Euro Snack, Inc.*

Placer County Superior Court Case No. S-CV-0052505

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

**You may be eligible to receive money** from an employee class action lawsuit (“Action”) against Defendant EURO SNACK, INC. (“Defendant”) for alleged wage and hour violations. The Action was filed by former Defendant’s employee plaintiff Nicole Deza (“Plaintiff”) and seeks payment of back wages, penalties, and expense reimbursements for a class of hourly employees (“Class Members”) who worked for Defendant during the Class Period (March 25, 2020 to [REDACTED], 2025) and (2) penalties under the California Private Attorney General Act (“PAGA”) for all hourly employees who worked for Defendant during the PAGA Period (March 25, 2023 to [REDACTED], 2025) (“PAGA Employees”).

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

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you worked [REDACTED] workweeks** during the Class Period and **you worked [REDACTED] pay periods** during the PAGA Period. If you believe that you worked more workweeks or pay periods during any of the respective periods, you can submit a challenge by the deadline date. See Section 4 of this Notice.

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

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

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

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



## SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

<p><b>You Don't Have to Do Anything to Participate in the Settlement</b></p>	<p>If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).</p>
<p><b>You Can Opt-out of the Class Settlement but not the PAGA Settlement</b></p> <p><b>The Opt-out Deadline is</b>  <span style="background-color: black; color: black;">[REDACTED]</span></p>	<p>If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.</p> <p>You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all PAGA Employees and the PAGA Employees must give up their rights to pursue Released Claims (defined below).</p>
<p><b>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement</b></p> <p><b>Written Objections Must be Submitted by</b>  <span style="background-color: black; color: black;">[REDACTED]</span></p>	<p>All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. See Section 7 of this Notice.</p>
<p><b>You Can Participate in the</b>  <span style="background-color: black; color: black;">[REDACTED]</span> <b>Final Approval Hearing</b></p>	<p>The Court's Final Approval Hearing is scheduled to take place on <span style="background-color: black; color: black;">[REDACTED]</span>. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.</p>
<p><b>You Can Challenge the Calculation of Your Workweeks/Pay Periods</b></p> <p><b>Written Challenges Must be Submitted by</b>  <span style="background-color: black; color: black;">[REDACTED]</span></p>	<p>The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by <span style="background-color: black; color: black;">[REDACTED]</span>. See Section 4 of this Notice.</p>

### 1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former Defendant's employee. The Action accuses Defendant of violating California labor laws by: failing to pay all wages, wages due upon termination and reimbursable expenses; failing to provide meal periods and rest breaks; failure to reimburse necessary expenditures; and failure to maintain accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiff is represented by attorneys in the Action: Tunyan Law, APC and The Sentinel Firm, APC ("Class Counsel").

Defendant strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

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

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

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

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

1. Defendant will pay \$195,000.00 as the Gross Settlement Amount (Gross Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than twenty-one (21) days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
  - A. Up to \$65,000.00 (33 and 1/3% of the Gross Settlement] to Class Counsel for attorneys’ fees and up to \$20,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
  - B. Up to \$10,000.00 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive for representing the Class in this Action other than Plaintiff’s Individual Class Payment and any Individual PAGA Payment.
  - C. Up to \$ 20,000.00 to the Administrator for services administering the Settlement (estimated not to exceed \$6,990.00).
  - D. Up to \$25,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the PAGA Employees based on their PAGA Period Pay Periods.

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

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

Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 20 % of each Individual Class Payment to taxable wages (“Wage Portion”) and 80% to interest and penalties (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be transmitted to the *Cy Pres* recipient -----, subject to approval by the Court at final approval.
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [REDACTED], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the [REDACTED] Response Deadline. The Request for Exclusion should be a signed letter from a Class Member or his/her representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

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

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.
8. Administrator. The Court has appointed a neutral company, [REDACTED] (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
9. Participating Class Members’ Release. After the Judgment is final and Defendant has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means

that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of another lawsuit against Defendant or related entities for wages based on the Class Period facts and legal assertions, and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

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

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Defendant and each of its former and present directors, officers, shareholders, owners, agents, employees, attorneys, insurers, predecessors, successors, assigns (“Released Parties”) from any and all claims that were alleged, or reasonably could have been alleged, based on the factual claims and legal assertions during the Class Period alleged in the Operative Complaint and ascertained in the course of the Action, including any and all claims involving any alleged: (1) Failure to Pay All Wages in Violation of Labor Code §§ 204, 510, 1194, 1198; (2) Failure to Provide Meal Periods in Violation of Labor Code §§ 226.7, 512; (3) Failure to Provide Rest Periods in Violation of Labor Code § 226.7; (4) Failure to Keep Accurate Itemized Wage Statements in Violation of Labor Code § 226; (5) Failure to Pay Wages Upon Termination of Employment in Violation of Labor Code §§ 201-203; (6) Failure to Reimburse For Necessary Expenditures in Violation of Labor Code § 2802; and (7) Unfair Business Practices in Violation of Bus. & Prof. Code § 17200 et seq. based on these enumerated claims (“Released Class Claims”). Except with respect to the PAGA Employees’ Releases stated in Paragraph 10, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

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

The PAGA Employees’ Releases for Participating and Non-Participating Class Members are as follows:

All PAGA Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period factual claims and legal assertions stated in the Operative Complaint and the PAGA Notice (“Released PAGA Claims”).

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

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$6,250 by the total number of PAGA Pay Periods worked by all PAGA Employees, and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual PAGA Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until [REDACTED] to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

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

## 5. HOW WILL I GET PAID?

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

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

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

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Deza v. Euro Snack, Inc.*, Case N S-CV-00525053 pending in Placer County Superior Court, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [REDACTED], or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

## 7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least 16 days before the [REDACTED] Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, approval of Counsel's Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for

attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website [REDACTED] or the Court's website <https://webportal.placerco.org/eCourtPublic/?q=node/22>.

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

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

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

You can, but don't have to, attend the Final Approval Hearing on \_\_\_\_\_ at \_\_\_\_\_ in Department 6 of the Placer County Superior Court, located at 10820 Justice Center Dr, Roseville, CA 95661. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via <https://www.placer.courts.ca.gov/online-services/remote-appearance-system>. Check the Court's website for the most current information.

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

### **9. HOW CAN I GET MORE INFORMATION?**

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to [REDACTED]'s website at [REDACTED]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below or consult the Superior Court website by going to (<https://webportal.placerco.org/eCourtPublic/?q=node/22>) and entering the Case Number for the Action, Case No. S-CV-0052505. You can also make an appointment to personally review court documents in the Clerk's Office at the Placer County Superior Court.

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

Class Counsel:  
Lilit Tunyan  
[ltunyan@tunyanlaw.com](mailto:ltunyan@tunyanlaw.com)  
Artur Tunyan  
[atunyan@tunyanlaw.com](mailto:atunyan@tunyanlaw.com)  
TUNYAN LAW, APC  
535 N Brand Blvd. Suite 285  
Glendale, California 91203

Telephone: (323) 410-5050

Seung Yang

[seung.yang@thesentinel-firm.com](mailto:seung.yang@thesentinel-firm.com)

Tiffany Hyun

[tiffany.hyun@thesentinel-firm.com](mailto:tiffany.hyun@thesentinel-firm.com)

THE SENTINEL FIRM, APC

355 S. Grand Ave., Suite 1450

Los Angeles, California 90071

Telephone: (213) 985-1150

Facsimile: (213) 985-2155

Settlement Administrator:

Apex Class Action LLC

Email Address:

Mailing Address:

Telephone:

Fax Number:

#### **10. WHAT IF I LOSE MY SETTLEMENT CHECK?**

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

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

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

# Exhibit “B”





535 N Brand Blvd. Suite 285  
Glendale, CA 91203  
Tel: (323) 410-5050  
[ltunyan@tunyanlaw.com](mailto:ltunyan@tunyanlaw.com)

March 23, 2024

**VIA ONLINE SUBMISSION**

Labor & Workforce Development Agency  
Attn. PAGA Administrator  
1515 Clay Street, Ste. 801  
Oakland, CA 94612  
[PAGAFilings@dir.ca.gov](mailto:PAGAFilings@dir.ca.gov)

**VIA CERTIFIED MAIL**  
**Return Receipt Requested**

Michael Chalon  
Agent for Service of Process for  
Euro Snack, Inc.  
3830 Dinah Road  
Carmelien Bay, CA 96140

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO  
LABOR CODE SECTION § 2698 ET SEQ.**

*Re: Deza v. Euro Snack, Inc.*

To Whom It May Concern:

Please be advised that The Sentinel Firm, APC has been retained by Nicole Deza (“Plaintiff”) to pursue a Labor Code Private Attorney General Act (PAGA) representative action (Cal. Lab. Code §§ 2699, *et seq.*) against her former employer Euro Snack, Inc. (“Defendant”). Pursuant to the joint prosecution and fee sharing agreement entered between Tunyan Law, APC and The Sentinel Firm, APC and Plaintiff’s written consent to joint prosecution and fee sharing agreement, Tunyan Law, APC and The Sentinel Firm, APC will be jointly prosecuting Plaintiff’s action against Defendant. The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which Plaintiff alleges Defendant engaged in with respect to Plaintiff and all of Defendant’s aggrieved employees.

Plaintiff wishes to pursue a PAGA representative action on behalf of herself as an aggrieved employee, on behalf of the State of California, and on behalf of all other current and former aggrieved employees who worked for Defendant in California as an hourly paid, non-exempt

employee at any time within the applicable statutory period (hereafter, the “Aggrieved Employees”).

Plaintiff and the Aggrieved Employees of Defendant suffered the Labor Code violations described below.

### **Factual Background Regarding Plaintiff's Employment with Defendant**

Defendant owns and operates an industry, business, and establishment within the State of California, including Placer County. As such, Defendant is subject to the California Labor Code and the Wage Orders issued by the Industrial Welfare Commission (“IWC”).

Plaintiff worked for Defendant as a cook and cleaner from August 8, 2022 to April 16, 2023. Defendant classified Plaintiff as non-exempt from overtime. During the time period that Plaintiff was employed by Defendant, Plaintiff typically worked 5 days per week and over 8 hours each workday.

Throughout Plaintiff's employment, Defendant committed numerous labor code violations under state law. As discussed below, Plaintiff's experience working for Defendant was typical and illustrative.

### **Failure to Pay for All Hours Worked, Including Overtime**

Under California law, an employer must pay for all hours worked by an employee. “Hours worked” is the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In addition, Labor Code § 510 provides that employees in California shall not be employed more than eight (8) hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the Industrial Welfare Commission is unlawful.

Throughout the statutory time period, Defendant maintained a policy and practice of failing to pay Plaintiff and the Aggrieved Employees for all hours worked. However, Defendant failed to pay Plaintiff and the Aggrieved Employees for all hours worked at the legally mandated wage rates, including regular wages and overtime wages. Plaintiff and the Aggrieved Employees received additional remuneration in the form of gift cards. However, Defendant has not compensated Plaintiff and the Aggrieved Employees at the proper overtime and sick pay rate.

Defendant did not include the additional remuneration paid to Plaintiff and the Aggrieved Employees in the regular rate of pay for purposes of calculating overtime rate of pay and sick pay. Throughout the statutory period, Defendant also maintained a policy and practice of requiring Plaintiff and the Aggrieved Employees to perform work “off-the-clock”. During the statutory period Defendant’s policy and practice required Plaintiff and Class Members to enter the worksite and immediately don their uniforms, among other things, in a restroom before clocking in for work and doff their uniforms after clocking out for their shifts. Defendant did not compensate Plaintiff and the Aggrieved Employees for donning and doffing time. Defendant regularly required Plaintiff and the Aggrieved Employees to arrive early to stay in line with other employees to clock in to work by recording their time on a paper timesheet but did not compensate for that time. Additionally, Plaintiff’s and the Aggrieved Employees’ supervisors would enter employees’ time into a spreadsheet on the computer based on the time recorded on the handwritten timesheets. However, often time Defendant’s supervisors would input on the computer less time than Plaintiff and the Aggrieved Employees recorded on their timesheets. Plaintiff complained about the missing hours to her supervisor. Defendant further failed to compensate Plaintiff and the Aggrieved Employees for off-the-clock work such as answering work related calls and text messages regarding their schedule and work assignments on their personal phones outside of their shift hours. In maintaining a practice of not paying all wages owed, Defendant failed to maintain accurate records of the hours Plaintiff and the Aggrieved Employees worked. In doing so, Defendant also failed to maintain accurate records of the hours Plaintiff and the Aggrieved Employees worked.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including overtime.

### **Failure to Provide Meal Periods**

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s).

Despite these legal requirements, Defendant wrongfully failed to provide Plaintiff and the Aggrieved Employees with legally compliant meal periods. Defendant regularly required Plaintiff and the Aggrieved Employees to work in excess of five consecutive hours a day without providing a 30-minute, continuous and uninterrupted, duty-free meal period for every five hours of work, or without compensating Plaintiff and the Aggrieved Employees for meal periods that were not provided by the end of the fifth hour of work or tenth hour of work. In violation of the Labor Code and IWC Wage Orders, Plaintiff and the Aggrieved Employees had their meal

periods missed, late, interrupted, rounded, shortened, automatically deducted, on-duty, and/or restricted to the worksite due to Defendant's work demands, understaffing, policies, and practices. Further, Plaintiff and the Aggrieved Employees had to interrupt their first meal periods to unload products for Defendant from the truck during meal periods or take their meal periods at the end of their shifts instead of taking them before the end of the fifth hour of their work due to work demands. In addition, Defendant failed to provide second meal periods when the Aggrieved Employees worked in excess of 10 hours in a workday. Defendant also failed to compensate Plaintiff and the Aggrieved Employees with an additional hour of pay at their regular rate for every day in which they suffered a meal period violation. Accordingly, Defendant's policy and practice was to not provide meal periods to Plaintiff and the Aggrieved Employees in compliance with California law.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not provided with all required meal period(s). Defendant, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for meal periods and that were not provided.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, and 2699(f)(2) for failing to provide meal periods and pay meal period premium wages.

#### **Failure to Authorize and Permit Rest Periods**

Employers are required by California law to authorize and permit breaks of 10 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). Thus, for example, if an employee's work time is 6 hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

Defendant, however, wrongfully failed to authorize and permit Plaintiff and the Aggrieved Employees to take timely and duty-free rest periods. Defendant regularly required Plaintiff and the Aggrieved Employees to work in excess of four consecutive hours a day without Defendant authorizing and permitting them to take a 10 minute, continuous and uninterrupted, rest period for every four hours of work (or major fraction of four hours), or without compensating Plaintiff and the Aggrieved Employees for rest periods that were not authorized or permitted. Plaintiff and the Aggrieved Employees regularly had their rest breaks missed, shortened, late, on-duty, restricted to the worksite, and/or interrupted. In addition, Defendant failed to provide third rest breaks when Plaintiff and the Aggrieved Employees worked in excess of 10 hours in a workday. Accordingly, Defendant's policy and practice was for Plaintiff and the Aggrieved Employees to work through rest periods and to not authorize or permit them to take any rest periods.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not authorized and permitted to take all required rest period(s).

Defendant, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for rest periods and that they were not authorized and permitted to take.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages.

### **Failure to Maintain Accurate Records of Hours Worked**

Plaintiff seeks penalties under Labor Code § 1174(d). Pursuant to Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

Defendant, however, failed to maintain accurate records of hours worked and meal periods taken or missed by Plaintiff and the Aggrieved Employees.

Defendant's failure to provide and maintain records required by the Labor Code IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Defendant's records. Therefore, Plaintiff and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Defendant. As a direct result, Plaintiff and the Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking to compel Defendant to fully perform its obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Defendant's knowing failure to comply with the Labor Code and applicable IWC Wage Orders, Plaintiff and the Aggrieved Employees have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 1174.5 for failing to maintain accurate records of hours worked and meal periods.

### **Failure to Reimburse and Indemnify Expenses**

California Labor Code § 2802 requires employers to reimburse employees for their necessary expenditures and losses incurred as a direct consequence of the discharge of their duties or of their obedience to directions of the employer.

Throughout the statutory period, Defendant wrongfully required Plaintiff and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Defendant without reimbursement. Plaintiff and the Aggrieved Employees were required to purchase and maintain their uniforms out of their own pocket. Plaintiff and the Aggrieved Employees were reimbursed for the uniform only if they returned the uniform. Plaintiff and the Aggrieved Employees would also use their personal cell phones to communicate with supervisors regarding their work assignments for the next day and their schedules and send photos of the completed assignments to supervisors but were not compensated for a reasonable portion of their personal cell phone bills. Plaintiff and the Aggrieved Employees incurred these substantial expenses as a direct result of performing their job duties for Defendant, and Defendant has failed to indemnify Plaintiff and the Aggrieved Employees for these employment-related expenses.

### **Failure to Timely Pay All Wages at Termination**

Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

Within the applicable statute of limitations, the employment of Plaintiff and many Aggrieved Employees ended, i.e. was terminated by quitting or discharge, and the employment of others will be. However, during the relevant time period, Defendant failed, and continues to fail to pay to Plaintiff and the Aggrieved Employees, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendant's employ. These unpaid wages include wages for unpaid work time, missed meal periods, and missed rest periods.

Defendant's conduct violates Labor Code §§ 201 and 202. Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

Accordingly, Plaintiff and the Aggrieved Employees are entitled to recover from Defendant their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to 30 days maximum pursuant to Labor Code § 203.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to timely pay all wages at termination.

### **Failure to Furnish Accurate Itemized Wage Statements**

Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. An employee is presumed to suffer an injury if this information is missing. Lab. Code § 226(e)(2)(B)(iii).

The statute further provides: “An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney’s fees.” Lab. Code § 226(e)(1).

Defendant intentionally and willfully failed to provide employees with complete and accurate wage statements. The deficiencies include, among other things, the failure to correctly list gross wages earned, the failure to list the true net wages earned, including wages for meal periods that were not provided in accordance with California law, wages for rest periods that were not authorized and permitted to take in accordance with California law, and correct wages earned for all hours worked.

As a result of Defendant violating Labor Code § 226, Plaintiff and similarly Aggrieved Employees suffered injury and damage to their statutorily protected rights.

Accordingly, Plaintiff and the Aggrieved Employees are entitled to recover from Defendant the greater of their actual damages caused by Defendant’s failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding \$4,000 dollars per employee.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 226.3 for failing to furnish accurate itemized wage statements.

### **Failure to Pay All Earned Wages Twice Per Month**

Based on its failure to pay Plaintiff and the Aggrieved Employees for all wages as discussed above, Defendants also violated Labor Code § 204.

Labor Code § 204 requires employers to pay employees all earned wages two times per month on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. Lab. Code § 204(a). The requirements of this section shall be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period. Lab. Code § 204(d).

Throughout the statute of limitations period applicable to this cause of action, employees were also entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for hours worked. However, during all such times, Defendant systematically failed and refused to pay the employees at the regularly set pay days and often times paid late, failed to pay all wages due, failed to pay those wages twice a month, in that employees were not paid all wages for all meal periods not provided by Defendant, all wages for all rest periods not authorized and permitted by Defendant, and all wages for all hours worked. As a result, Defendant owes employees the legally required wages for unpaid wages, and Plaintiff and the Aggrieved Employees suffered damages in those amounts.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 210 for failing to pay all earned wages twice per month.

### **Action for Civil Penalties Under PAGA**

In light of the above, Plaintiff alleges that Defendant violated the following provisions of the Labor Code with respect to the Aggrieved Employees:

1. Labor Code § 204, 510, 1194, 1197, and 1198 by failing to pay for all hours worked, including minimum wages, straight time wages and overtime wages;
2. Labor Code § 226.7, 512 and applicable Wage Orders by failing to provide meal periods;
3. Labor Code § 226.7 and applicable Wage Orders by failing to authorize and permit rest periods;
4. Labor Code § 1174.5 and applicable Wage Orders by failing to maintain accurate records of hours worked and meal periods taken or missed;
5. Labor Code § 2802 by failing to reimburse and indemnify employees for expenses and losses in the direct consequence and discharge of their duties;
6. Labor Code §§ 201 to 203 by willfully failing to pay all wages owed at termination;



7. Labor Code § 226 by failing to provide accurate itemized wage statements;
8. Labor Code § 204 by failing to pay all earned wages two times per month.

Therefore, on behalf of all Aggrieved Employees, Plaintiff seeks applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ 210, 558, 1174.5, 1197.1, 2802, 2699(f)(2).

Plaintiff has placed Defendant on notice by mailing a certified copy of this correspondence to its corporate address and address of the agent for service as indicated on the first page.

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Plaintiff becomes aware of additional compensation owed or losses incurred by Plaintiff or by any other aggrieved employee of Defendant or any additional facts, Plaintiff expressly reserves the right to revise these facts and/or add any new claims by amending the claim letter or by adding applicable causes of action to the complaint which will relate back to the date of this letter.

Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,



**Lilit Tunyan, Esq.**  
**TUNYAN LAW, APC**

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