

Electronically Submitted on 04/04/2025 5:16 PM

Lilit Tunyan (SBN 329351)
ltunyan@tunyanlaw.com
Artur Tunyan (SBN 349174)
atunyan@tunyanlaw.com
TUNYAN LAW, APC
535 N. Brand Blvd., Suite 285
Glendale, California 91203
Telephone: (323) 410-5050

Seung Yang (SBN 249857)
seung.yang@thesentinel-firm.com
Tiffany Hyun (SBN 311743)
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

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

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
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 AND PAGA REPRESENTATIVE
ACTION

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
AND PAGA REPRESENTATIVE ACTION
SETTLEMENT**

Date: April 29, 2025
Time: 8:30 a.m.
Courtroom: ~~Dept. 6~~ **42**
Judge: ~~Hon. Todd Irby~~

Action Filed: March 25, 2024
Trial Date: Not Set

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF PLACER

MAY 08 2025

JAKE CHATTERS
EXECUTIVE OFFICER & CLERK
By: S. Pegg, Deputy



1 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 This matter came on for hearing on April 29, 2025, upon the Motion for Preliminary Approval of
3 the proposed settlement of this action on the terms set forth in the CLASS ACTION AND PAGA
4 REPRESENTATIVE ACTION SETTLEMENT AGREEMENT (the "Agreement") *see* Declaration of
5 Lilit Tunyan in Support of Plaintiff's Motion for Preliminary Approval of Class and PAGA
6 Representative Action Settlement ["Tunyan Decl."], at Exh. 1).

7 After reviewing the Agreement, the Notice process, having reviewed the entire record on this
8 action, having heard the argument of Counsel for respective Parties, if any, and good cause appearing,
9 the Court Orders as follows:

10 1. To the extent defined in the Agreement, the terms in this Order shall have the meanings
11 set forth therein.

12 2. The Court preliminarily finds that the terms of the proposed class action Settlement are
13 fair, reasonable, and adequate, pursuant to California Code of Civil Procedure § 382.

14 3. The Court finds that the Settlement has been reached as a result of intensive, serious and
15 non-collusive arms-length negotiations. The Court further finds that the Parties have conducted
16 thorough investigation and research, and the attorneys for the Parties are able to reasonably evaluate
17 their respective positions. The Court also finds that settlement at this time will avoid additional
18 substantial costs, as well as avoid the delay and risks that would be presented by the further prosecution
19 of the action. The Court finds that the risks of further prosecution are substantial.

20 4. The Parties' Settlement is granted preliminary approval as it meets the criteria for
21 preliminary settlement approval. The Settlement falls within the range of reasonableness and appears
22 to be presumptively valid, subject only to any objections that may be raised at the final fairness hearing.
23 The Class meets the requirements for conditional certification for settlement purposes only under Code
24 of Civil Procedure § 382. The Court finds that it is appropriate to notify the members of the proposed
25 settlement Class of the terms of the proposed settlement.

26 5. The Parties' proposed notice plan is constitutionally sound because individual notices
27 will be mailed to all Class Members via First-Class U.S. Mail using the last known mailing address
28 provided by Defendant. In addition, notices shall be sent to Class Members via email to the last known

1 email address and via text message to the last known telephone number provided by Defendant. If
2 updated contact information is obtained through the Skip Trace process, notices shall be disseminated
3 using the most recent and accurate contact information available. The Parties' proposed Class Notice,
4 attached to this Order as **Exhibit 1**, is sufficient to inform Class Members of the terms of the Settlement,
5 their rights under the settlement, their rights to object to the Settlement, their right to receive a payment
6 under the settlement or elect not to participate in the settlement, and the processes for doing so, and the
7 date and location of the final approval hearing and are therefore approved.

8 6. The following persons are certified as Class Members solely for the purpose of entering
9 a settlement in this matter:

10 All persons who worked for Defendant in California as hourly paid, non-exempt
11 employees during the Class Period (the "Class Period" is March 25, 2020 through the
12 date the Court grants preliminary approval of this settlement or 60 days from January
13 30, 2025, whichever is earlier.) "Participating Class Members" are those Class
Members who do not submit timely exclusion requests to the Settlement Administrator.
(Settlement, ¶¶ 1.5, 1.12, 1.35.)

14 7. The following persons are PAGA Group Employees for the purpose of entering a
15 settlement in this matter:

16 All persons who worked for Defendant in California as an hourly paid, non-exempt
17 employee during the PAGA Period (the "PAGA Period" is from March 25, 2023 the
18 date the Court grants preliminary approval of this settlement or 60 days from January
30, 2025, whichever is earlier.) PAGA Group Members cannot opt out of the settlement
of the PAGA claim. (Settlement, ¶¶ 1.4, 1.31, 7.5.3.)

19 8. Plaintiff NICOLE DEZA is appointed as the Class Representative. The Court finds
20 Plaintiff's counsel are adequate, as they are experienced in wage and hour class action litigation and
21 have no conflicts of interest with absent Class Members, and that they adequately represented the
22 interests of absent class members in the Litigation. Tunyan Law, APC and The Sentinel Firm, APC are
23 appointed Class Counsel.

24 9. The Court appoints Apex Class Action LLC to act as the Settlement Administrator,
25 pursuant to the terms set forth in the Agreement.

26 10. Defendant is directed to provide the Settlement Administrator the names and most
27 recent known mailing addresses of Class Members, most recent known phone numbers and email
28

1 addresses and any other information required in accordance with the Agreement (the “Class
2 Database”).

3 11. The Settlement Administrator is directed to mail the approved Class Notice attached to
4 this order as **Exhibit 1** to Class Members via First-Class U.S. Mail using the last known mailing address
5 provided by Defendant. In addition, the Settlement Administrator is directed to send the Class Notice to
6 Class Members via email to the last known email address and via text message to the last known
7 telephone number provided by Defendant. If updated contact information is obtained through the Skip
8 Trace process, the Class Notice shall be disseminated using the most recent and accurate contact
9 information available.

10 12. The Settlement Administrator is also directed to mail a Payment Election Form, a copy
11 of which will be attached to the Class Notice and is attached to this Order as **Exhibit 2**, that Class
12 Members may return to designate their preferred method for receiving the settlement payments,
13 including physical check, Venmo, PayPal, Zelle, or other reasonable available options. In the absence of
14 a Class Member returning a Payment Election Form, the Settlement Administrator shall mail a physical
15 check with individual settlement payments to Class Members after final approval is granted.

16 13. Any settlement checks that are provided to the Class Members and remain uncashed
17 after 180 days of the date of issuance will be cancelled, and the moneys will be transmitted to the *Cy*
18 *Pres* recipient The State Bar’s Greg E. Knoll Justice Gap Fund (formerly known as The State Bar’s
19 Justice Gap Fund) subject to the requirements of California Code of Civil Procedure § 384(b) (the “*Cy*
20 *Pres* Recipient”). The State Bar’s Greg E. Knoll Justice Gap Fund is approved as a *Cy Pres* Recipient.

21 14. Class Members will be bound by the Agreement unless they submit a timely and valid
22 written request to be excluded from the Settlement, postmarked by the response deadline. Any request
23 for exclusion shall be submitted to the Settlement Administrator rather than filed with the Court. Class
24 members are not required to send copies of their Exclusion request to counsel. The Settlement
25 Administrator shall file, or provide to Counsel for filing, a declaration authenticating a copy of every
26 Exclusion request received by the Administrator.

27 15. To be considered, Class Members must timely file and serve their written objections in
28 accordance with the Agreement.

1 16. Upon completion of the Notice process, the Settlement Administrator shall provide a
2 report of the results of that process to Counsel for all Parties.

3 17. A final approval hearing will be held on Sept. 16, 2025, at
4 8:30am, in Department ⁴²6, to determine whether the settlement should be granted final approval as
5 fair, reasonable, and adequate as to the Class Members. At that time, the Court will hear all evidence
6 and arguments necessary to evaluate the Settlement. Class Members and their counsel may support or
7 oppose the Settlement, if they so desire, in accordance with the procedures set forth in the Class Notice
8 and this Order. Class Counsel shall file a Motion for Final Approval, including any request for an
9 award of Attorneys' Fees and Costs, Service Payment to Plaintiff and Settlement Administration Fees,
10 not later than 16 court days prior to the final approval hearing.

11 18. As set forth in the Notice, any Class Member may appear at the final approval hearing
12 in person or by his or her own attorney or virtually by scheduling a remote appearance via
13 <https://placer.courts.ca.gov/online-services/remote-appearance-system> and show cause why the Court
14 should not approve the settlement.

15 19. The Court reserves the right to continue the date of the final approval hearing without
16 further notice to Class Members.

17 20. Class Counsel shall give notice to any objecting party of any continuance of the hearing
18 of the motion for final approval.

19 21. The Court retains jurisdiction to consider all further applications arising out of or in
20 connection with the settlement.

21 22. In the event that the Settlement does not become effective in accordance with the terms
22 of the Agreement, then this Preliminary Approval Order shall be rendered null and void to the extent
23 provided by and in accordance with the Agreement and shall be vacated, and, in such event, all orders
24 entered and releases delivered in connection herewith shall be null and void to the extent provided by and
25 in accordance with the Agreement, and each party shall retain his or its rights to proceed with litigation
26 of the Actions.

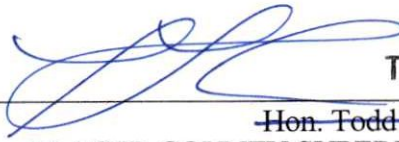
27 ///

28 ///

1 **IT IS SO ORDERED.**

2
3 Dated: _____

5/8/25



TRISHA HIRASHIMA

~~Hon. Todd Irby~~

PLACER COUNTY SUPERIOR COURT JUDGE

EXHIBIT 1

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 _____, 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 _____, 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 \$_____ (less withholding) and your Individual PAGA Payment is estimated to be \$_____.** The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to 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 _____ workweeks** during the Class Period and **you worked _____ 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

1 in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment.
2 You will, however, preserve your right to personally pursue Class Period wage claims against
3 DEFENDANT, and, if you are a PAGA Employee, remain eligible for an Individual PAGA
4 Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

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

7 **SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

8 9 10 11 12 13 14 15	You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).
16 17 18 19 20 21 22 23 24 25 26 27 28	You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is [REDACTED]	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. 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).
	Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [REDACTED]	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.
	You Can Participate in the [REDACTED] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [REDACTED]. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
	You Can Challenge the Calculation of Your Workweeks/Pay Periods	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

Written Challenges Must be Submitted by

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 [REDACTED]. See Section 4 of this Notice.

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.

- 1 2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing,
2 Plaintiff and/or Class Counsel will ask the Court to approve the following deductions
3 from the Gross Settlement, the amounts of which will be decided by the Court at the
4 Final Approval Hearing:
- 5 A. Up to \$65,000.00 (33 and 1/3% of the Gross Settlement] to Class Counsel for
6 attorneys' fees and up to \$20,000.00 for their litigation expenses. To date, Class
7 Counsel have worked and incurred expenses on the Action without payment.
- 8 B. Up to \$10,000.00 as a Class Representative Award for filing the Action, working
9 with Class Counsel and representing the Class. A Class Representative Award will
10 be the only monies Plaintiff will receive for representing the Class in this Action
11 other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
- 12 C. Up to \$ 20,000.00 to the Administrator for services administering the Settlement
(estimated not to exceed \$6,990.00).
- 13 D. Up to \$25,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment
14 and 25% in Individual PAGA Payments to the PAGA Employees based on their
15 PAGA Period Pay Periods.

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

- 18 3. Net Settlement Distributed to Class Members. After making the above deductions in
19 amounts approved by the Court, the Administrator will distribute the rest of the Gross
20 Settlement (the "Net Settlement") by making Individual Class Payments to Participating
21 Class Members based on their Class Period Workweeks.
- 22 4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the
23 Court to approve an allocation of 20 % of each Individual Class Payment to taxable
24 wages ("Wage Portion") and 80% to interest and penalties ("Non-Wage Portion."). The
25 Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms.
26 Defendant will separately pay employer payroll taxes it owes on the Wage portion. The
27 Individual PAGA Payments are counted as penalties rather than wages for tax purposes.
28 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 The

State Bar's Greg E. Knoll Justice Gap Fund (formerly known as The State Bar's Justice Gap Fund), 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, Apex Class Action LLC(the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.
9. Participating Class Members' Release. After the Judgment is final and 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

1 directors, officers, shareholders, owners, agents, employees, attorneys,
2 insurers, predecessors, successors, assigns ("Released Parties") from any and
3 all claims that were alleged, or reasonably could have been alleged, based on
4 the factual claims and legal assertions during the Class Period alleged in the
5 Operative Complaint and ascertained in the course of the Action, including
6 any and all claims involving any alleged: (1) Failure to Pay All Wages in
7 Violation of Labor Code §§ 204, 510, 1194, 1198; (2) Failure to Provide Meal
8 Periods in Violation of Labor Code §§ 226.7, 512; (3) Failure to Provide Rest
9 Periods in Violation of Labor Code § 226.7; (4) Failure to Keep Accurate
10 Itemized Wage Statements in Violation of Labor Code § 226; (5) Failure to
11 Pay Wages Upon Termination of Employment in Violation of Labor Code §§
12 201-203; (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.

- 13 10. PAGA Employees' PAGA Release. After the Court's judgment is final, and Defendant
14 has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all
15 PAGA Employees will be barred from asserting PAGA claims against Defendant,
16 whether or not they exclude themselves from the Settlement. This means that all PAGA
17 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.

18 The PAGA Employees' Releases for Participating and Non-Participating Class
19 Members are as follows:

20 All PAGA Employees are deemed to release, on behalf of themselves and their
21 respective former and present representatives, agents, attorneys, heirs,
22 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").

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

- 24 1. Individual Class Payments. The Administrator will calculate Individual Class Payments
25 by (a) dividing the Net Settlement Amount by the total number of Workweeks worked
26 by all Participating Class Members, and (b) multiplying the result by the number of
Workweeks worked by each individual Participating Class Member.
- 27 2. Individual PAGA Payments. The Administrator will calculate Individual PAGA
28 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 the Individual Class Payment and the Individual PAGA Payment via one of the methods selected by you in the attached to this notice Payment Election Form (Venmo, Zelle, PayPal, etc.). If you choose not to fill out the attached Payment Election Form and not to choose a method for receipt of the Individual Class Payment and the Individual PAGA Payment, the Administrator will send the Individual Class Payment and the Individual PAGA Payment via single check mailed to every Participating Class Member's last known address (i.e., every Class Member who doesn't opt-out) including those Class Members 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 a single Individual PAGA Payment check to every PAGA Employee who opts out of the Class Settlement via one of the methods selected by a Class Member in the attached to this notice Payment Election Form (Venmo, Zelle, PayPal, etc.). If a Class Member choose not to fill out the attached Payment Election Form and not to choose a method for receipt of the Individual PAGA Payment, the Administrator will mail a check with Individual PAGA Payment to Non-Participating Class Member's last known address.

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

1 exclude you based on any writing communicating your request be excluded. Be sure to personally
2 sign your request, identify the Action as *Deza v. Euro Snack, Inc.*, Case N S-CV-00525053
3 pending in Placer County Superior Court, and include your identifying information (full name,
4 address, telephone number, approximate dates of employment, and social security number for
5 verification purposes). You must make the request yourself. If someone else makes the request for
6 you, it will not be valid. **The Administrator must be sent your request to be excluded by**
7 **_____**, **or it will be invalid.** Section 9 of the Notice has the Administrator's contact
8 information.

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

7 Only Participating Class Members have the right to object to the Settlement. Before deciding
8 whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to
9 approve. At least 16 days before the _____ Final Approval Hearing, Class Counsel
10 and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things,
11 the reasons why the proposed Settlement is fair, approval of Counsel's Fees, Litigation Expenses
12 and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and
13 litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service
14 Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this
15 Notice) will send you copies of these documents at no cost to you. You can also view them on the
16 Administrator's Website _____ or the Court's website
17 <https://webportal.placerco.org/eCourtPublic/?q=node/22>.

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

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

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

23 You can, but don't have to, attend the Final Approval Hearing on _____ at _____ in
24 Department 6 of the Placer County Superior Court, located at 10820 Justice Center Dr, Roseville,
25 CA 95661. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement
26 and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the
27 Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel
28 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.

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

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

4 The Agreement sets forth everything Defendant and Plaintiff have promised to do under the
5 proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement
6 documents is to go to Apex Class Action LLC's website at _____. You
7 can also telephone or send an email to Class Counsel or the Administrator using the contact
8 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.

9 **DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT 10 THE SETTLEMENT.**

11 Class Counsel:

12 Lilit Tunyan
13 ltunyan@tunyanlaw.com
14 Artur Tunyan
15 atunyan@tunyanlaw.com
16 TUNYAN LAW, APC
535 N Brand Blvd. Suite 285
Glendale, California 91203
Telephone: (323) 410-5050

17 Seung Yang
18 seung.yang@thesentinel-firm.com
19 Tiffany Hyun
20 tiffany.hyun@thesentinel-firm.com
21 THE SENTINEL FIRM, APC
355 S. Grand Ave., Suite 1450
Los Angeles, California 90071
Telephone: (213) 985-1150
Facsimile: (213) 985-2155

22 Settlement Administrator:

23 Apex Class Action LLC
24 Email Address:
25 Mailing Address:
26 Telephone:
Fax Number:

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

28 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.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

11. WHAT IF I CHANGE MY ADDRESS?

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

EXHIBIT 2

PAYMENT ELECTION FORM

Deza v. Euro Snack, Inc.

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

If you want to choose a method for receipt of your Individual Class Payment and/or Individual PAGA Payment, you should fill out this form and mark one of the methods below for receipt of payments. If you choose not to fill out this form and not to choose a method for receipt of Individual Class Payment and/or Individual PAGA Payment, you will receive your Individual Class Payment and/or Individual PAGA Payment via a check mailed to your last located known address after final approval of this class and PAGA action settlement is granted by the Court.

I want to receive my Individual Class Payment and/or Individual PAGA Payment via:

☐ Venmo

☐ Zelle

☐ PayPal

☐ Check

☐ Other (Please list below)

Full Name: _____

Street Address: _____

City, State, Zip Code: _____

Telephone Number: (____) _____

Signature of Class Member: _____

Date: _____

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

On the date indicated below, I served the document described as: **[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS AND PAGA REPRESENTATIVE ACTION SETTLEMENT** on the interested parties in this action by sending a true copy thereof to interested parties as follows and as stated on the attached service list:

Attorneys for Defendant EURO SNACK, INC.

Karen Arellano

Signature