

1 **JCL LAW FIRM, APC**

2 Jean-Claude Lapuyade (State Bar #248676)  
3 Sydney Castillo-Johnson (State Bar #343881)  
4 John L. Nitti (State Bar #330752)  
5 5440 Morehouse Drive, Suite 3600  
6 San Diego, CA 92121  
7 Telephone: (619) 599-8292  
8 [jlapuyade@jcl-lawfirm.com](mailto:jlapuyade@jcl-lawfirm.com)  
9 [scastillo@jcl-lawfirm.com](mailto:scastillo@jcl-lawfirm.com)  
10 [jnitti@jcl-lawfirm.com](mailto:jnitti@jcl-lawfirm.com)

11 **ZAKAY LAW GROUP, APLC**

12 Shani O. Zakay (State Bar #277924)  
13 Nicole Noursamadi (State Bar #357246)  
14 5440 Morehouse Drive, Suite 3600  
15 San Diego, CA 92121  
16 Telephone: (619) 255-9047  
17 [shani@zakaylaw.com](mailto:shani@zakaylaw.com)  
18 [nicole@zakaylaw.com](mailto:nicole@zakaylaw.com)

19 Attorneys for Plaintiff RIGOBERTO MONROY

20 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

21 **IN AND FOR THE COUNTY OF ALAMEDA**

22 RIGOBERTO MONROY, an individual, on  
23 behalf of himself, and on behalf of all persons  
24 similarly situated,

25 Plaintiffs,

26 v.

27 DONSUEMOR, INC., a California  
28 corporation; and DOES 1 through 50, Inclusive,

Defendants.

Case No.: 22CV011917

[Action Filed May 27, 2022]

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

1 This Stipulation of Settlement of Class Action Claims and Release of Claims is entered into  
2 by and between Plaintiff RIGOBERTO MONROY (hereinafter “Plaintiff”), an individual, on behalf  
3 of himself, and on behalf of all persons similarly situated, and Defendant DONSUEMOR, INC.  
4 (hereinafter “Defendant”):

5 **I. DEFINITIONS**

- 6 A. “Action” shall mean the putative class action lawsuit designated *Monroy v.*  
7 *Donsuemor, Inc.*, Alameda County Superior Court, Case No. 22CV011917, filed May  
8 27, 2022.
- 9 B. “Administration Costs” shall mean the amount paid to the Settlement Administrator  
10 from the Gross Settlement Amount for administering the Settlement pursuant to this  
11 Agreement currently estimated not to exceed \$6,000.00.
- 12 C. “Agreement” or “Settlement Agreement” means this Stipulation of Settlement of  
13 Class Action and Release of Claims.
- 14 D. “Class” or the “Class Members” means all non-exempt employees who are or  
15 previously were employed by Defendant and performed work in California during  
16 (the Class Period.
- 17 E. “Class Counsel” shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC, and  
18 Shani Zakay, Esq. of Zakay Law Group, APLC.
- 19 F. “Class Counsel Award” means the award of fees and expenses that the Court  
20 authorizes to be paid to Class Counsel for the services they have rendered to Plaintiffs  
21 and the Class in the Action, consisting of attorneys’ fees not to exceed one-third of  
22 the Gross Settlement Amount currently estimated to be \$280,000.00 out of  
23 \$840,000.00, plus costs and expenses in the amount up to \$25,000.00. Class  
24 Counsel’s award for attorneys’ fees will be divided equally between Class Counsel  
25 (50% to JCL Law Firm, APC; and 50% to Zakay Law Group, APLC).
- 26 G. “Class Data” means information regarding Class Members that Defendant will in  
27 good faith compile from its records and provide to the Settlement Administrator. It  
28 shall be formatted as a Microsoft Excel spreadsheet and shall include: each Class

1 Member's full name; last known address; Social Security Number; start dates and end  
2 dates of employment.

3 H. "Class Period" means the period beginning May 27, 2018, to July 19, 2024.

4 I. "Class Representative" shall mean plaintiff Rigoberto Monroy.

5 J. "Court" means the Superior Court for the State of California, County of Alameda  
6 currently presiding over the Action.

7 K. "Cy Pres Recipient" shall mean the Children's Advocacy Institute ("CAI") a  
8 designated 501(c)(3) non-profit providing child advocacy programs consistent with  
9 California Code of Civil Procedure Section 384.

10 L. "Defendant" shall mean Donsuemor, Inc.

11 M. "Effective Date" means the date of final approval if no objections are filed to the  
12 settlement. If objections are filed and overruled, and no appeal is taken of the final  
13 approval order, then the effective date of final approval will be the date the Court  
14 enters the order and judgment granting final approval of the settlement. If an appeal  
15 is taken from the Court's overruling of objections to the settlement, then the effective  
16 date of final approval will be twenty (20) days after the appeal is withdrawn or after  
17 an appellate decision affirming the final approval decision becomes final.

18 N. "Funding Date" shall be sixty (60) calendar days after the Effective date and is the  
19 date by which Defendant has paid the entire Gross Settlement Amount to the  
20 Settlement Administrator in accord with the terms of this Agreement.

21 O. "Gross Settlement Amount" means Eight Hundred Forty Thousand Dollars and Zero  
22 Cents (\$840,000.00) that Defendant must pay into the Qualified Settlement Fund  
23 (QSF) in connection with this Settlement, inclusive of the sum of Administration  
24 Costs, Class Counsel Award, and Service Award, and *exclusive* of the employer's  
25 share of payroll tax, if any, triggered by any payment under this Settlement. The  
26 Gross Settlement Amount shall be all-in with no reversion to Defendant.

27 P. "Individual Settlement Payments" means the amount payable from the Net Settlement  
28 Amount to each Settlement Class Member.

- 1 Q. “Net Settlement Amount” or “NSA” means the Gross Settlement Amount, less Class  
2 Counsel Award, Service Award, and Administration Costs.
- 3 R. “Notice Packet” means the Class Notice to be provided to the Class Members by the  
4 Settlement Administrator in the form set forth as **Exhibit A** to this Agreement (other  
5 than formatting changes to facilitate printing by the Settlement Administrator).
- 6 S. “Operative Complaint” shall mean the Complaint filed on May 27, 2022.
- 7 T. “Parties” means Plaintiff and Defendant, collectively, and “Party” shall mean either  
8 Plaintiff or Defendant, individually.
- 9 U. “Payment Ratio” means the respective Workweeks for each Class Member divided  
10 by the sum total Workweeks for all Class Members.
- 11 V. “Plaintiff” shall mean Rigoberto Monroy.
- 12 W. “QSF” means the Qualified Settlement Fund established, designated, and maintained  
13 by the Settlement Administrator to fund the Gross Settlement Amount.
- 14 X. “Released Class Claims” shall mean all class claims alleged, or reasonably could have  
15 been alleged based on the facts alleged in the Operative Complaint in the Action  
16 which occurred during the Class Period, and expressly excluding all other claims,  
17 including claims for vested benefits, wrongful termination, unemployment insurance,  
18 disability, social security, workers’ compensation, and class claims outside of the  
19 Class Period.
- 20 Y. “Released Parties” shall mean Defendant.
- 21 Z. “Response Deadline” means the date forty-five (45) calendar days after the Settlement  
22 Administrator mails Notice Packets to Class Members and the last date on which  
23 Class Members may submit requests for exclusion or objections to the Settlement.
- 24 AA. “Service Award” means an award in the amount of \$10,000 or in an amount that the  
25 Court otherwise orders to be paid to the Class Representative, in addition to his  
26 Individual Settlement Payment, in recognition of his efforts and risks in assisting with  
27 the prosecution of the Action.
- 28 BB. “Settlement” means the disposition of the Action pursuant to this Agreement.

1 CC. "Settlement Administrator" means Apex Class Action Settlement Administration, 18  
2 Technology Drive, Ste. 164, Irvine, CA 92618; Tel: 1-800-355-0700; Fax: (949)878-  
3 3536. The Settlement Administrator establishes, designates and maintains, as a QSF  
4 under Internal Revenue Code section 468B and Treasury Regulation section 1.468B-  
5 1, into which the amount of the Gross Settlement Amount is deposited for the purpose  
6 of resolving the claims of Settlement Class Members. The Settlement Administrator  
7 shall maintain the funds until distribution in an interest-bearing account(s) segregated  
8 from the assets of Defendant and any person related to Defendant. *Any accrued*  
9 *interest shall be paid and distributed to the Cy Pres Recipient.*

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

13 EE. "Workweeks" shall mean any seven (7) consecutive days beginning on Sunday and  
14 ending on Saturday, in which a Class Member is employed and received any form of  
15 compensation from Defendant. The Workweeks will be calculated by the Settlement  
16 Administrator based on the Class Data and will be presumed to be correct unless a  
17 particular Class Member proves otherwise to the Claim Administrator by credible  
18 written evidence. All Workweek disputes will be resolved and decided by the Claims  
19 Administrator, and the Claims Administrator's decision on all Workweek disputes  
20 will be final.

21 **II. RECITALS**

22 A. On May 27, 2022, Plaintiff filed the Action, alleging claims for:

- 23 1. Retaliation in violation of Cal. Lab. Code § 1102.5;
- 24 2. Wrongful Termination in Violation of Public Policy;
- 25 3. Violation of Government Code § 12940 – Disability Discrimination;
- 26 4. Unfair Competition in Violation of Cal. Bus. & Prof. Code 17200;
- 27 5. Failure to Pay Minimum Wages (Labor Code §§ 1194, 1197 and 1197.1)
- 28 6. Failure to Pay Overtime Wages (Labor Code §§ 510 *et seq.*);

1 7. Failure to Provide Required Meal Periods (Labor Code §§ 226.7, 512 and the  
2 applicable Wage Order);

3 8. Failure to Provide Required Rest Periods (Labor Code §§ 226.7, 512 and the  
4 applicable wage order);

5 9. Failure to Pay Wages When Due (Labor Code §§ 201, 202, 203);

6 B. The Class Representative believes he has claims based on alleged violations of the  
7 California Labor Code, and the Industrial Welfare Commission Wage Orders, and  
8 that class certification is appropriate because the prerequisites for class certification  
9 can be satisfied in the Action.

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

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

1 agrees to this Settlement solely to avoid the inconveniences and cost of further  
2 litigation. The Parties and their counsel have agreed to settle the claims on the terms  
3 set forth in this Agreement.

4 E. On July 16, 2024, the Parties participated in mediation presided over by Jason Marsili,  
5 Esq., an experienced mediator of wage and hour class actions. The mediation  
6 concluded with a settlement, which was subsequently memorialized in the form of a  
7 Memorandum of Understanding.

8 F. This Agreement replaces and supersedes the Memorandum of Understanding and any  
9 other agreements, understandings, or representations between the Parties. This  
10 Agreement represents a compromise and settlement of highly disputed claims.  
11 Nothing in this Agreement is intended or will be construed as an admission by  
12 Defendant that the claims in the Action of Plaintiff or the Class Members have merit  
13 or that Defendant bears any liability to Plaintiff or the Class on those claims or any  
14 other claims, or as an admission by Plaintiff that Defendant's defenses in the Action  
15 have merit.

16 G. The Parties believe that the Settlement is fair, reasonable, and adequate. The  
17 Settlement was arrived at through arm's-length negotiations, taking into account all  
18 relevant factors. The Parties recognize the uncertainty, risk, expense, and delay  
19 attendant to continuing the Action through trial and any appeal. Accordingly, the  
20 Parties desire to settle, compromise and discharge all disputes and claims arising from  
21 or relating to the Action fully, finally, and forever.

22 H. The Parties agree to certification of the Class for purposes of this Settlement only. If  
23 for any reason the settlement does not become effective, Defendant reserves the right  
24 to contest certification of any class for any reason and reserves all available defenses  
25 to the claims in the Action.

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

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1 **III. TERMS OF AGREEMENT**

2 A. Settlement Consideration and Settlement Payments by Defendant.

3 1. Settlement Consideration. In full and complete settlement of the Action, and  
4 in exchange for the releases set forth below, Defendant will pay the sum of  
5 the Individual Settlement Payments, the Service Award, Class Counsel  
6 Award, and the Administration Costs, as specified in this Agreement, equal to  
7 the Gross Settlement Amount of Eight Hundred Forty Thousand Dollars and  
8 Zero Cents (\$840,000.00). The Parties agree that this is a non-reversionary  
9 Settlement and that no portion of the Gross Settlement Amount shall revert to  
10 Defendant. Other than the Defendant's share of employer payroll taxes and  
11 as provided in Section III.A.2 below, Defendant shall not be required to pay  
12 more than the Gross Settlement Amount.

13 2. Class Size. Defendant represents that the Settlement Class was comprised of  
14 175 Class Members who collectively worked approximately 35,000  
15 workweeks ("Projected Workweeks") during the Class Period. One week  
16 prior to the filing of the motion for Preliminary Approval, the Settlement  
17 Administrator will provide Class Counsel with a declaration under penalty of  
18 perjury confirming the number of applicable Class Members and workweeks  
19 they worked during the Class Period. No later than thirty (30) days after  
20 execution of this Settlement Agreement, Defendant will provide the  
21 Settlement Administrator with the Class Data to ensure the Settlement  
22 Administrator has sufficient time to prepare the foregoing declaration prior to  
23 the filing of the motion for Preliminary Approval. If the Projected Workweeks  
24 increase by more than 10% of the estimated stated herein, the Gross  
25 Settlement Amount shall increase proportionally for the number of  
26 Workweeks over 110% of the 35,000 Projected Workweeks (38,500). For  
27 example, if the total Workweeks in the Class Period are 115% of 35,000, the  
28 Gross Settlement Amount shall increase by 5%. Alternatively, Defendant has

1 the option of shortening the class period end date to where total Workweeks  
2 do not exceed 35,000. Defendant will provide a declaration under penalty of  
3 perjury confirming the number of applicable Class Members, and Workweeks  
4 they worked during the applicable Class Period three business days prior to  
5 Plaintiff's deadline to file his motion for preliminary approval of the  
6 settlement.

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

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

15 B. Release by Settlement Class Members. As of the Funding Date, in exchange for the  
16 consideration set forth in this Agreement, Plaintiff and the Settlement Class Members  
17 release the Released Parties from the Released Class Claims for the Class Period.

18 C. Conditions Precedent: This Settlement will become final and effective only upon the  
19 occurrence of all of the following events:

- 20 1. The Court enters an order granting preliminary approval of the Settlement;
- 21 2. The Court enters an order granting final approval of the Settlement and a Final  
22 Judgment;
- 23 3. If an objector appears at the final approval hearing, the time for appeal of the  
24 Final Judgment and Order Granting Final Approval of Class Action  
25 Settlement expires; or, if an appeal is timely filed, there is a final resolution of  
26 any appeal from the Judgment and Order Granting Final Approval of Class  
27 Action Settlement; and
- 28 4. Defendant fully funds the Gross Settlement Amount.

1 D. Nullification of Settlement Agreement. If this Settlement Agreement is not  
2 preliminarily or finally approved by the Court, fails to become effective, or is reversed,  
3 withdrawn or modified by the Court, or in any way prevents or prohibits Defendant  
4 from obtaining a complete resolution of the Released Class Claims, or if Defendant  
5 fails to fully fund the Gross Settlement Amount:

6 1. This Settlement Agreement shall be void *ab initio* and of no force or effect,  
7 and shall not be admissible in any judicial, administrative or arbitral  
8 proceeding for any purpose or with respect to any issue, substantive or  
9 procedural;

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

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

17 4. If nullification is caused by the fault of one Party and not the other, the  
18 responsible Party shall bear the sole responsibility for any cost to issue or  
19 reissue any curative notice to the Settlement Class Members and all Settlement  
20 Administration Costs incurred to the date of nullification.

21 E. Option to Terminate Settlement: If more than 10% of the Class Members opt-out of  
22 the Settlement, Defendant may, in its discretion, withdraw from this Settlement,  
23 subject to paying any Settlement Administration expenses incurred to date. Defendant  
24 ~~shall~~ meet and confer with Plaintiff's Counsel before withdrawing from the Settlement  
25 pursuant to this provision.

26 F. Certification of the Settlement Class. The Parties stipulate to conditional class  
27 certification of the Class for the Class Period for purposes of settlement only. In the  
28 event that this Settlement is not approved by the Court, fails to become effective, or is

1 reversed, withdrawn or modified by the Court, or in any way prevents or prohibits  
2 Defendant from obtaining a complete resolution of the Released Class Claims, the  
3 conditional class certification (obtained for any purpose) shall be void *ab initio* and of  
4 no force or effect, and shall not be admissible in any judicial, administrative or arbitral  
5 proceeding for any purpose or with respect to any issue, substantive or procedural.

6 G. Tax Liability. The Parties make no representations as to the tax treatment or legal  
7 effect of the payments called for, and Class Members are not relying on any statement  
8 or representation by the Parties in this regard. Class Members understand and agree  
9 that they will be responsible for the payment of any taxes and penalties assessed on  
10 the Individual Settlement Payments described and will be solely responsible for any  
11 penalties or other obligations resulting from their personal tax reporting of Individual  
12 Settlement Payments.

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

1 the acknowledging party of the tax treatment or tax structure of any transaction,  
2 including any transaction contemplated by this Agreement.

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

11 J. Settlement Administrator. The Settlement Administrator shall be responsible for:  
12 establishing and administering the QSF; calculating, processing and mailing payments  
13 to the Class Representative, Class Counsel, and Class Members; printing and mailing  
14 the Notice Packets to the Class Members as directed by the Court; receiving and  
15 reporting the objections and requests for exclusion; calculating, deducting and  
16 remitting all legally required taxes from Individual Settlement Payments and  
17 distributing tax forms for the Wage Portion, the Penalties Portion and the Interest  
18 Portion of the Individual Settlement Payments; processing and mailing tax payments  
19 to the appropriate state and federal taxing authorities; providing declaration(s) as  
20 necessary in support of preliminary and/or final approval of this Settlement; and other  
21 tasks as the Parties mutually agree or the Court orders the Settlement Administrator to  
22 perform. The Settlement Administrator shall keep the Parties timely apprised of the  
23 performance of all Settlement Administrator responsibilities by among other things,  
24 sending a weekly status report to the Parties' counsel stating the date of the mailing,  
25 the of number of Elections Not to Participate in Settlement it receives (including the  
26 numbers of valid and deficient), and number of objections received.

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1           K.    Notice Procedure.

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

6           2.    Notice Packets.

7           a)    The Notice Packet shall contain the Notice of Class Action Settlement  
8                    in a form substantially similar to the form attached as **Exhibit A**,  
9                    including Spanish translation. The Notice of Class Action Settlement  
10                   shall inform Class Members that they need not do anything in order to  
11                   receive an Individual Settlement Payment The Notice of Class Action  
12                   Settlement shall set forth the release to be given by all members of the  
13                   Class who do not request to be excluded from the Settlement Class in  
14                   exchange for an Individual Settlement Payment the number of  
15                   Workweeks worked by each Class Member during the Class Period, if  
16                   any, and the estimated amount of their Individual Settlement Payment  
17                   if they do not request to be excluded from the Settlement, if any. The  
18                   Settlement Administrator shall use the Class Data to determine Class  
19                   Members' Workweeks.

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

26           3.    Notice by First Class U.S. Mail.   Upon receipt of the Class Data, the  
27                   Settlement Administrator will perform a search based on the National Change  
28                   of Address Database to update and correct any known or identifiable address

1 changes. No later than twenty-one (21) calendar days after preliminary  
2 approval of the Settlement, the Settlement Administrator shall mail copies of  
3 the Notice Packet to all Class Members via regular First-Class U.S. Mail and  
4 electronic mail. The Settlement Administrator shall exercise its best judgment  
5 to determine the current mailing address for each Class Member. The address  
6 identified by the Settlement Administrator as the current mailing address shall  
7 be presumed to be the best mailing address for each Class Member.

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

24 Mar 27 Disputes Regarding Individual Settlement Payments. Class Members will  
25 have the opportunity, should they disagree with Defendant's records regarding  
26 the start and end dates of employment, to provide documentation and/or an  
27 explanation to show contrary dates. If there is a dispute, the Settlement  
28 Administrator will consult with the Parties to determine whether an

1 adjustment is warranted. The Settlement Administrator shall determine the  
2 eligibility for, and the amounts of, any Individual Settlement Payments under  
3 the terms of this Agreement. The Settlement Administrator's determination  
4 of the eligibility for and amount of any Individual Settlement Payment shall  
5 be binding upon the Class Member and the Parties.

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

12 7. Exclusions. The Notice of Class Action Settlement contained in the Notice  
13 Packet shall state that Class Members who wish to exclude themselves from  
14 the Settlement must submit a written request for exclusion to the Settlement  
15 Administrator by the Response Deadline. The written request for exclusion  
16 must state that the Class Member wishes to exclude himself or herself from  
17 the Settlement and (1) must contain the name, address, and the last four digits  
18 of the Social Security number of the person requesting exclusion; (2) must be  
19 signed by the Class Member; (3) must be postmarked or fax stamped by the  
20 Response Deadline and returned to the Settlement Administrator at the  
21 specified address or fax telephone number; and (4) contain a typewritten or  
22 handwritten notice stating in substance that he or she wishes to be excluded  
23 from the settlement of the class action lawsuit entitled *Monroy v. Donsuemor,*  
24 *Inc.*, currently pending in Superior Court of Alameda, Case No. 22CV011917.  
25 The request for exclusion will not be valid if it is not timely submitted, if it is  
26 not signed by the Class Member, or if it does not contain the name and address  
27 and last four digits of the Social Security number of the Class Member. The  
28 date of the postmark on the mailing envelope or fax stamp on the request for

1 exclusion shall be the exclusive means used to determine whether the request  
2 for exclusion was timely submitted. Any Class Member who submits a timely  
3 request for exclusion shall be excluded from the Settlement Class will not be  
4 entitled to an Individual Settlement Payment and will not be otherwise bound  
5 by the terms of the Settlement or have any right to object, appeal or comment  
6 thereon. Settlement Class Members who fail to submit a valid and timely  
7 request for exclusion on or before the Response Deadline shall be bound by  
8 all terms of the Settlement and any final judgment entered in this Action if the  
9 Settlement is approved by the Court. No later than twenty-one (21) calendar  
10 days after the Response Deadline, the Settlement Administrator shall provide  
11 counsel for the Parties with a final list of the Class Members who have timely  
12 submitted timely requests for exclusion. At no time shall any of the Parties or  
13 their counsel seek to solicit or otherwise encourage members of the Class to  
14 submit requests for exclusion from the Settlement.

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

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

8 L. Allocation of the Gross Settlement Amount. The Gross Settlement shall be allocated  
9 as follows:

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

25 2. Allocation of Individual Settlement Payments. For tax purposes, Individual  
26 Settlement Payments shall be allocated and treated as 20% wages ("Wage  
27 Portion"), 40% penalties ("Penalty Portion"), and 40% pre-judgment interest  
28 ("Interest Portion"). The Wage Portion of the Individual Settlement Payments

1 shall be reported on IRS Form W-2 and the Penalties and Interest Portions of  
2 the Individual Settlement Payments shall be reported on IRS Form 1099  
3 issued by the Settlement Agreement.

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

13 4. All monies received by Settlement Class Members under the Settlement which  
14 are attributable to wages shall constitute income to such Settlement Class  
15 Members solely in the year in which such monies are actually received by the  
16 Settlement Class Members. It is the intent of the Parties that Individual  
17 Settlement Payments provided for in this Settlement agreement are the sole  
18 payments to be made by Defendant to Settlement Class Members in connection  
19 with this Settlement Agreement, with the exception of Plaintiff, and that the  
20 Settlement Class Members are not entitled to any new or additional  
21 compensation or benefits as a result of having received the Individual Settlement  
22 Payments.

23 5. Mailing. Individual Settlement Payments shall be mailed by regular First-  
24 Class U.S. Mail to Settlement Class Members' last known mailing address no  
25 later than thirty (30) days after the Funding Date.

26 6. Expiration. Any checks issued to Settlement Class Members shall remain  
27 valid and negotiable for one hundred and eighty (180) days from the date of  
28 their issuance. If a Settlement Class Member does not cash his or her

1 settlement check within 90 days, the Settlement Administrator will send a  
2 letter to such persons, advising that the check will expire after the 180<sup>th</sup> day,  
3 and invite that Settlement Class Member to request reissuance in the event the  
4 check was destroyed, lost or misplaced. In the event an Individual Settlement  
5 Payment check has not been cashed within one hundred and eighty (180) days,  
6 all funds represented by such uncashed checks, plus any interest accrued  
7 thereon, shall be paid to the *Cy Pres* Recipient, pursuant to California Code  
8 of Civil Procedure section 384.

9 7. Service Award. In addition to the Individual Settlement Payment as a  
10 Settlement Class Member, Plaintiff will apply to the Court for an award of not  
11 more than \$10,000.00, as the Service Award. Defendant will not oppose a  
12 Service Award of not more than \$10,000.00 for Plaintiff. The Settlement  
13 Administrator shall pay the Service Award, either in the amount stated herein  
14 if approved by the Court or some other amount as approved by the Court, to  
15 Plaintiff from the Gross Settlement Amount no later than thirty (30) days after  
16 the Funding Date. Any portion of the requested Service Award that is not  
17 awarded to the Class Representative shall be part of the Net Settlement  
18 Amount and shall be distributed to Settlement Class Members as provided in  
19 this Agreement. The Settlement Administrator shall issue an IRS Form 1099  
20 — MISC to Plaintiff for his Service Award. Plaintiff shall be solely and  
21 legally responsible to pay any and all applicable taxes on his Service Award  
22 and shall hold harmless the Released Parties from any claim or liability for  
23 taxes, penalties, or interest arising as a result of the Service Award. Approval  
24 of this Settlement shall not be conditioned on Court approval of the requested  
25 amount of the Service Award. If the Court reduces or does not approve the  
26 requested Service Award, Plaintiff shall not have the right to revoke the  
27 Settlement, and it will remain binding.

1 8. Class Counsel Award. Defendant understands Class Counsel will file a  
2 motion for Class Counsel Award not to exceed one-third of the Gross  
3 Settlement Amount currently estimated to be \$280,000.00 *and* litigation  
4 expenses supported by declaration not to exceed Twenty-Five Thousand  
5 Dollars (\$25,000.00). Any awarded Class Counsel Award shall be paid from  
6 the Gross Settlement Amount. Any portion of the requested Class Counsel  
7 Award that is not awarded to Class Counsel shall be part of the Net Settlement  
8 Amount and shall be distributed to Settlement Class Members as provided in  
9 this Agreement. The Settlement Administrator shall allocate and pay the  
10 Class Counsel Award to Class Counsel from the Gross Settlement Amount no  
11 later than thirty (30) days after the Funding Date. Class Counsel shall be solely  
12 and legally responsible to pay all applicable taxes on the payment made  
13 pursuant to this paragraph. The Settlement Administrator shall issue an IRS  
14 Form 1099 — MISC to Class Counsel for the payments made pursuant to this  
15 paragraph. In the event that the Court reduces or does not approve the  
16 requested Class Counsel Award, Plaintiff and Class Counsel shall not have  
17 the right to revoke the Settlement, or to appeal such order, and the Settlement  
18 will remain binding.

19 9. Administration Costs. The Settlement Administrator shall be paid for the  
20 costs of administration of the Settlement from the Gross Settlement Amount.  
21 The estimate of the Administration Costs is \$6,000.00. The Settlement  
22 Administrator shall be paid the Administration Costs no later than thirty (30)  
23 days after the Effective Date.

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

1 Administration Costs. Plaintiff will provide Defendant with a draft of the Motion at  
2 least three (3) business days prior to the filing of the Motion to give Defendant an  
3 opportunity to propose changes or additions to the Motion.

4 1. Declaration by Settlement Administrator. No later than seven (7) days after  
5 the Response Deadline, the Settlement Administrator shall submit a  
6 declaration in support of Plaintiff's motion for final approval of this  
7 Settlement detailing the number of Notice Packets mailed and re-mailed to  
8 Class Members, the number of undeliverable Notice Packets, the number of  
9 timely requests for exclusion, the full names of those Class Members who  
10 requested exclusion from the Settlement, the number of objections received,  
11 the amount of the average, highest, and lowest Individual Settlement  
12 Payments, the Administration Costs, and any other information as the Parties  
13 mutually agree or the Court orders the Settlement Administrator to provide.

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

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

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

- 1 P. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,  
2 except such proceedings necessary to implement and complete the Settlement, pending  
3 the Final Approval/Settlement Fairness Hearing to be conducted by the Court.
- 4 Q. Amendment or Modification. This Agreement may be amended or modified only by  
5 a written instrument signed by counsel for all Parties or their successors-in-interest.
- 6 R. Entire Agreement. Except for Plaintiff's separate individual settlement agreement  
7 with Defendant, which resolve Plaintiff's individual claims and shall not affect this  
8 Agreement in any way, this Agreement and any attached Exhibit constitute the entire  
9 Agreement among these Parties, and no oral or written representations, warranties or  
10 inducements have been made to any Party concerning this Agreement or its Exhibit  
11 other than the representations, warranties and covenants contained and memorialized  
12 in this Agreement and its Exhibit.
- 13 S. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and  
14 represent they are expressly authorized by the Parties whom they represent to negotiate  
15 this Agreement and to take all appropriate Action required or permitted to be taken by  
16 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other  
17 documents required to effectuate the terms of this Agreement. The persons signing  
18 this Agreement on behalf of Defendant represents and warrants that he/she is  
19 authorized to sign this Agreement on behalf of Defendant. Plaintiff represents and  
20 warrants that he is authorized to sign this Agreement and that he has not assigned any  
21 claim, or part of a claim, covered by this Settlement to a third-party.
- 22 T. No Public Comment: The Parties and their counsel agree that they will not issue any  
23 press releases, initiate any contact with the press, respond to any press inquiry, or have  
24 any communication with the press about the fact, amount or terms of the Settlement  
25 Agreement. Class Counsel further agrees not to use the Settlement Agreement or any  
26 of its terms for any marketing or promotional purposes. Nothing herein will restrict  
27 Class Counsel from including publicly available information regarding this settlement  
28 in future judicial submissions regarding Class Counsel's qualifications and experience.

1 Further, Class Counsel will not include, reference, or use the Settlement Agreement  
2 for any marketing or promotional purposes, either before or after the Motion for  
3 Preliminary Approval is filed.

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

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

8 W. Counterparts. This Agreement may be executed in one or more counterparts. All  
9 executed counterparts and each of them shall be deemed to be one and the same  
10 instrument provided that counsel for the Parties to this Agreement shall exchange  
11 among themselves copies or originals of the signed counterparts.

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

16 Y. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with  
17 respect to the interpretation, implementation, and enforcement of the terms of this  
18 Agreement and all orders and judgments entered in connection therewith, and the  
19 Parties and their counsel submit to the jurisdiction of the Court for purposes of  
20 interpreting, implementing and enforcing the settlement and all orders and judgments  
21 entered in connection with this Agreement.

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

26 AA. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class  
27 certification for purposes of this settlement only.

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

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

DATED: 03/15/2025

  
Rigoberto Monroy (Mar 15, 2025 13:35 PDT)

Rigoberto Monroy

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

DATED: 3.28.25



Donsuemor, Inc.

Susan Q. Davis

Printed Name

CEO

Title

IT IS SO AGREED AS TO FORM BY COUNSEL:

DATED: March 17, 2025

JCL LAW FIRM, A.P.C.

By: 

Attorneys for Plaintiff and the Settlement Class Members

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DATED: March 17, 2025

ZAKAY LAW GROUP, APLC

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

Attorneys for Plaintiff and the Settlement Class Members

DATED: March 28, 2025

MCPHARLIN SPRINKLES & THOMAS LLP

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

Jeanine DeBacker, Esq.  
Anne Stromberg, Esq.

Attorneys for Defendant

# EXHIBIT A

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

*(Monroy v. Donsuemor, Inc., Alameda County Superior Court Case No.22CV011917)*

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

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

**1. Why did I get this Notice?**

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

**You have received this Class Notice because you have been identified as a member of the Class, which is defined as:**

All non-exempt employees who are or previously were employed by Donsuemor, Inc. and performed work in California during the period between May 27, 2018 through July 19, 2024 (“Class Period”).

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

## 2. What is this class action lawsuit about?

Plaintiff filed a Class Action Complaint against Donsuemor, Inc. in the Superior Court of the State of California, County of Alameda, Case No. 22CV011917 (the “Action”). Plaintiff’s complaint asserts the following claims, including Plaintiff’s own individual claims: (1) Retaliation in violation of Cal. Lab. Code 1102.5; (2) Wrongful termination in violation of public policy; (3) Violation of Government Code 12940 – Disability Discrimination; (4) Unfair competition in violation of Cal. Bus. & Prof. Code 17200; (5) Failure to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1; (6) Failure to pay overtime wages in violation of California Labor Code §§ 510, et seq; (7) Failure to provide required meal periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (8) Failure to provide required rest periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; and (9) Failure to pay wages when due in violation of Cal. Lab. Code §§ 201, 202 and 203. For convenience, this document refers to claims 1 through 3 as the “Plaintiff’s Individual Claims” and claims 4 through 9 as “Plaintiff’s Individual Claims.”

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

On July 16, 2024, the Parties reached an agreement to resolve the action, including a settlement of the Class Claims and a separate settlement of Plaintiff’s Individual Claims. The Court granted preliminary approval of the Settlement on **MONTH XX, 202X**. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms of JCL Law Firm, APC and Zakay Law Group, APC to serve as Class Counsel.

## 3. What are the terms of the Settlement?

Gross Settlement Amount. Donsuemor, Inc., has agreed to pay an amount of Eight Hundred Forty Thousand Dollars and Zero Cents (\$840,000.00) (the “Gross Settlement Amount”) to fund the settlement. The Gross Settlement Amount includes the payment of all Individual Settlement Payments to Settlement Class Members, Class Counsel Award, Administration Costs, and the Service Award to the Plaintiff.

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

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

- Administration Costs. The amount paid to the Settlement Administrator from the Gross Settlement Amount for administering the Settlement currently estimated not to exceed \$6,000 for expenses, including expenses of sending this Notice, processing opt outs, and distributing settlement payments.
- Class Counsel Award. An award of attorneys’ fees that the Court authorizes to be paid to Class Counsel for the services they rendered to Plaintiff and the Settlement Class in the Action, not to exceed one-third of the Gross Settlement Amount, currently estimated to be \$280,000.00 out of \$840,000.00 and an award litigation expenses that the Court authorizes to be paid to Class Counsel for the expenses they have incurred up to \$25,000 for all expenses incurred as documented in Class Counsel’s billing records, both subject to Court approval. Class Counsel have been prosecuting the Action on behalf of Plaintiff and the

Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.

- Service Award. A Service Award in the amount of Ten Thousand Dollars and Zero Cents (\$10,000) to Plaintiff, or such lesser amount as may be ordered by the Court, to compensate him for services on behalf of the Class in initiating and prosecuting the Action, and for the risks he undertook.
- Calculation of Payments to Settlement Class Members. After all the above payments of the court-approved Class Counsel Award, the Service Award, and the Administration Costs are deducted from the Gross Settlement Amount, the remaining portion, called the “Net Settlement Amount,” shall be distributed to class members who do **not** request exclusion (“Settlement Class Members”). The Individual Settlement Payment for each Settlement Class Member will be calculated by dividing the Net Settlement Amount by the total number of workweeks for all Settlement Class Members that occurred during the Class Period and multiplying the result by each individual Settlement Class Member’s workweeks that occurred during the Class Period. A “workweek” is defined as any seven (7) consecutive days beginning on Sunday and ending on Saturday, in which a Class Member is employed and receives any form of compensation from Donsuemor, Inc.

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

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

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

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

#### **4. What Do I Release Under the Settlement?**

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

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

#### **5. How much will my payment be?**

Donsuemor, Inc.'s records reflect that you have << \_\_\_\_ >> Workweeks worked during the Class Period (May 27, 2018, to July 19, 2024).

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

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

#### **6. How can I get a payment?**

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

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

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

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will receive NO money from the Settlement, and you will not be bound by its terms.**

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than \_\_\_\_\_. The address for the Settlement Administrator is Apex Class Action LLC, 18 Technology Drive, Ste. 164, Irvine, CA 92618. The request for exclusion must state in substance that the Class Member has read the Class Notice and that he or she wishes to be excluded from the settlement of the class action lawsuit entitled *Monroy v. Donsuemor, Inc.*, currently pending in Superior Court of Alameda, Case No. 22CV011917. The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

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

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

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class

Member's name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is *Monroy v. Donsuemor, Inc.*, **Alameda County Superior Court Case No. 22CV011917**. You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below.

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

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

The addresses for the Parties' counsel are as follows:

**Class Counsel:**

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

**Class Counsel:**

Shani O. Zakay, Esq.  
Zakay Law Group, APLC  
5440 Morehouse Drive, Suite 3600  
San Diego, CA 92121  
Tel.: (619) 599-8292  
E-Mail: [shani@zakaylaw.com](mailto:shani@zakaylaw.com)

**Counsel for Donsuemor Inc.:**

Jeanine D. DeBacker  
McPharlin Sprinkles & Thomas LLP  
720 University Ave., Ste. 250B  
Los Gatos, CA 95032  
Tel.: (408) 293-1900  
E-Mail: [Jdebacker@mstpartners.com](mailto:Jdebacker@mstpartners.com)

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

The Court will hold a Final Approval Hearing at **00:00 AM/PM on [REDACTED]**, at the Alameda County Superior Court, Department 23, located at 1225 Fallon Street, Oakland, CA 94612 before Judge Michael Markman. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. The Court may reschedule this hearing without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

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

You may call the Settlement Administrator at 1-800-355-0700 or write to *Monroy v. Donsuemor, Inc.*, **currently pending in Alameda County Superior Court Case No. 22CV011917**, Settlement Administrator, c/o Apex Class Action Settlement Administration.

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

**PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.**

#### **IMPORTANT:**

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