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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF LOS ANGELES – SPRING STREET

11 JOSE MAY CHALE, individually, and on
behalf of all others similarly situated,

12 Plaintiff,

14 vs.

15 VIVA BARGAIN CENTER, INC., a
16 California corporation, FLORENCE
BARGAIN, INC., a California corporation;
17 and DOES 1 through 10, inclusive,

18 Defendants

Case No.: 21STCV47031

CLASS ACTION

[Assigned to Hon. William F. Highberger, Dept.
10]]

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

Complaint filed: December 27, 2021
Trial date: Not set

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

2 This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between
3 plaintiff Jose May Chale (“Plaintiff”) and the defendants Viva Bargain Center Inc. and Florence Bargain,
4 Inc. (“FLORENCE & VIVA”). The Agreement refers to Plaintiff and FLORENCE & VIVA collectively
5 as “Parties,” or individually as “Party.”
6

7 **1. DEFINITIONS.**

8 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against
9 FLORENCE & VIVA captioned Chale v. Viva Bargain Center, Inc. initiated on December
10 27, 2023, and pending in Superior Court of the State of California, County of Los Angeles.

11 1.2. “Administrator” means , Apex Class Action Administration, the neutral entity the Parties
12 have agreed to appoint to administer the Settlement.

13 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid
14 from the Gross Settlement Amount to reimburse its reasonable fees and expenses in
15 accordance with the Administrator’s “not to exceed” bid submitted to the Court in
16 connection with Preliminary Approval of the Settlement.

17 1.4. “Aggrieved Employee” means all current and former hourly-paid non-exempt employees
18 of Viva Bargain Center, Inc. Florence Bargain, Inc. employed at 1526 East Florence
19 Avenue, Los Angeles, California at any time during the PAGA Period.

20 1.5. “Class” means all current and former hourly-paid or non-exempt employees of Viva
21 Bargain Center, Inc. and Florence Bargain, Inc. employed at 1526 East Florence Avenue,
22 Los Angeles, California at any time during the Class Period].

23 1.6. “Class Counsel” means Kane Moon, Lilit Ter-Astvatsatryan, and Edwin Kamarzarian of Moon
24 Law Group, PC.

25 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean
26 the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees
27 and expenses, respectively, incurred to prosecute the Action.

28 1.8. “Class Data” means Class Member identifying information in FLORENCE & VIVA’s

1 possession including the Class Member’s name, last-known mailing address, Social
2 Security number, and number of Class Period Workweeks and PAGA Pay Periods.

3 1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a
4 Participating Class Member or Non-Participating Class Member (including a Non-
5 Participating Class Member who qualifies as an Aggrieved Employee).

6 1.10. “Class Member Address Search” means the Administrator’s investigation and search for
7 current Class Member mailing addresses using all reasonably available sources, methods
8 and means including, but not limited to, the National Change of Address database, skip
9 traces, and direct contact by the Administrator with Class Members.

10 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION
11 SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be
12 mailed to Class Members in English, with a Spanish translation, in the form, without
13 material variation, attached as **Exhibit A** and incorporated by reference into this
14 Agreement.

15 1.12. “Class Period” means the period from December 27, 2017 to the date of preliminary
16 approval.

17 1.13. “Class Representative” means the named Plaintiff in the operative complaint in the Action
18 seeking Court approval to serve as a Class Representative.

19 1.14. “Class Representative Service Payment” means the payment to the Class Representative
20 for initiating the Action and providing services in support of the Action.

21 1.15. “Court” means the Superior Court of California, County of Los Angeles.

22 1.16. “FLORENCE & VIVA” refers to named Defendants Viva Bargain Center, Inc. and Florence
23 Bargain, Inc. “VIVA” refers only to Viva Bargain Center, Inc. and “FLORENCE” refers only to
24 Florence Bargain, Inc. Collectively, VIVA and FLORENCE are FLORENCE & VIVA.

25 1.17. “Defense Counsel” means Chanho C. Joo and Frank Marchetti (of counsel) of Law Offices of
26 Chanho C. Joo for FLORENCE, and Michael Yi of Kim, Park, Choi & Yi, APLC for VIVA.

27 1.18. “Effective Date” means the date by when both of the following have occurred: (a) the
28 Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b)

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

7 1.19. "Final Approval" means the Court's order granting final approval of the Settlement.

8 1.20. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of
9 the Settlement.

10 1.21. "Final Judgment" means the Judgment Entered by the Court upon Granting Final Approval
11 of the Settlement.

12 1.22. "Gross Settlement Amount" means \$175,000.00 which is the total amount FLORENCE &
13 VIVA agrees to pay under the Settlement except as provided in Paragraph 9 below. The
14 Gross Settlement Amount will be used to pay Individual Class Payments, Individual
15 PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel
16 Expenses, Class Representative Service Payment and the Administrator's Expenses.

17 1.23. "Individual Class Payment" means the Participating Class Member's pro rata share of the
18 Net Settlement Amount calculated according to the number of Workweeks worked during
19 the Class Period.

20 1.24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of
21 the PAGA Penalties calculated according to the number of Workweeks worked during the
22 PAGA Period.

23 1.25. "Judgment" means the judgment entered by the Court based upon the Final Approval.

24 1.26. "LWDA" means the California Labor and Workforce Development Agency, the agency
25 entitled, under Labor Code section 2699, subd. (i).

26 1.27. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA
27 under Labor Code section 2699, subd. (i).

28 1.28. "Net Settlement Amount" means the Gross Settlement Amount, less the following

1 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA
2 PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment,
3 Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment.

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

- 5 1.29. “Non-Participating Class Member” means any Class Member who opts out of the
6 Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 7 1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked
8 at 1526 East Florence Avenue, Los Angeles, California for at least one day during the
9 PAGA Period.
- 10 1.31. “PAGA Period” means the period from December 24, 2020 to the date the Court grants
11 preliminary approval.
- 12 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).
- 13 1.33. “PAGA Notice” means Plaintiff’s December 24, 2021 letter to VIVA and the LWDA, and
14 Plaintiff’s April 14, 2022 letter to FLORENCE & VIVA and the LWDA providing notice
15 pursuant to Labor Code section 2699.3 subd. (a).
- 16 1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the
17 Gross Settlement Amount (\$20,000.00), allocated 25% to the Aggrieved Employees
18 (\$5,000.00) and the 75% to LWDA (\$15,000.00) in settlement of PAGA claims.
- 19 1.35. “Participating Class Member” means a Class Member who does not submit a valid and
20 timely Request for Exclusion from the Settlement.
- 21 1.36. “Plaintiff” means Jose May Chale, the named plaintiff in the Action.
- 22 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the
23 Settlement.
- 24 1.38. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval
25 and Approval of PAGA Settlement.
- 26 1.39. “Released Class Claims” means the claims being released as described in Paragraph 5.2
27 below.
- 28 1.40. “Released PAGA Claims” means the claims being released as described in Paragraph 5.2

1 below.

2 1.41. "Released Parties" means: FLORENCE & VIVA and each of its former and present
3 directors, officers, shareholders, owners, members, attorneys, insurers, predecessors,
4 successors, assigns, subsidiaries, and affiliates.

5 1.42. "Request for Exclusion" means a Class Member's submission of a written request to be
6 excluded from the Class Settlement signed by the Class Member.

7 1.43. "Response Deadline" means 60 days after the Administrator mails Notice to Class
8 Members and Aggrieved Employees, and shall be the last date on which Class Members
9 may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email,
10 or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are
11 resent after having been returned undeliverable to the Administrator shall have an
12 additional 14 calendar days beyond the Response Deadline has expired.

13 1.44. "Settlement" means the disposition of the Action effected by this Agreement and the
14 Judgment.

15 1.45. "Workweek" means any week during which a Class Member worked at 1526 East
16 Florence Avenue, Los Angeles, California for at least one day, during the Class Period.

17
18 **2. RECITALS.**

19 2.1. On December 27, 2021, Plaintiff commenced this Action by filing a Complaint alleging
20 causes of action against VIVA for 1) failure to pay minimum and straight time wages, (2)
21 failure to pay overtime compensation, (3) failure to provide meal periods, (4) failure to
22 authorize and permit rest periods, (5) failure to reimburse necessary business expenses, (6)
23 failure to timely pay wages at termination, (7) failure to provide accurate itemized wage
24 statements, and (8) engaged in unfair business practices. On August 6, 2022, Plaintiff filed
25 a First Amended Complaint adding a ninth causes of action against VIVA under Cal. Lab.
26 Code Section 2699, et. seq. Subsequently, on December 1, 2022, Plaintiff filed a Corrected
27 First Amended Complaint adding FLORENCE to the Action. The Corrected First
28 Amended Complaint is the operative complaint in the Action (the "Operative

1 Complaint.”)] FLORENCE & VIVA deny the allegations in the Operative Complaint,
2 deny any failure to comply with the laws identified in in the Operative Complaint and deny
3 any and all liability for the causes of action alleged.

4 2.2. Pursuant to Labor Code section 2699.3 subd. (a), Plaintiff gave timely written notice to
5 FLORENCE & VIVA and the LWDA by sending the PAGA Notice.

6 2.3. On May 21, 2024, the Parties participated in an all-day mediation presided over by
7 Michael E. Dickstein which h led to this Agreement to settle the Action.

8 2.4. Prior to mediation, Plaintiff obtained, through informal discovery, a 50% sample of time
9 and pay records of the Class Members. Plaintiff’s investigation was sufficient to satisfy the
10 criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.*, 48 Cal. App. 4th
11 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116, 129-130
12 (2008) (“*Dunk/Kullar*”).

13 2.5. The Court has not granted class certification.

14 2.6. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any
15 other pending matter or action asserting claims that will be extinguished or affected by the
16 Settlement.

17
18 **3. MONETARY TERMS.**

19 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below,
20 FLORENCE & VIVA promises to pay \$175,000.00 and no more as the Gross Settlement
21 Amount and to separately pay any and all employer payroll taxes owed on the Wage
22 Portions of the Individual Class Payments. FLORENCE & VIVA has no obligation to pay
23 the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in
24 Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross
25 Settlement Amount without asking or requiring Participating Class Members or Aggrieved
26 Employees to submit any claim as a condition of payment. None of the Gross Settlement
27 Amount will revert to FLORENCE & VIVA.

28 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the

1 following payments from the Gross Settlement Amount, in the amounts specified by the
2 Court in the Final Approval:

3 3.2.1. To Plaintiff: Class Representative Service Payment to the Class Representative of
4 not more than \$5,000.00 (in addition to any Individual Class Payment and any
5 Individual PAGA Payment the Class Representative is entitled to receive as a
6 Participating Class Member). FLORENCE & VIVA will not oppose Plaintiff's
7 request for a Class Representative Service Payment that does not exceed this
8 amount. As part of the motion for Class Counsel Fees Payment and Class
9 Litigation Expenses Payment, Plaintiff will seek Court approval for any Class
10 Representative Service Payments no later than 16 court days prior to the Final
11 Approval Hearing. If the Court approves a Class Representative Service Payment
12 less than the amount requested, the Administrator will retain the remainder in the
13 Net Settlement Amount. The Administrator will pay the Class Representative
14 Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and
15 liability for employee taxes owed on the Class Representative Service Payment.

16 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 33 and 1/3%,
17 which is currently estimated to be \$58,333.33 and a Class Counsel Litigation
18 Expenses Payment of not more than \$28,000.00. FLORENCE & VIVA will not
19 oppose requests for these payments provided that do not exceed these amounts.
20 Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment
21 and Class Litigation Expenses Payment no later than 16 court days prior to the
22 Final Approval Hearing. If the Court approves a Class Counsel Fees Payment
23 and/or a Class Counsel Litigation Expenses Payment less than the amounts
24 requested, the Administrator will allocate the remainder to the Net Settlement
25 Amount. Released Parties shall have no liability to Class Counsel or any other
26 Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee
27 Payment and/or Class Counsel Litigation Expenses Payment. The Administrator
28 will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment

1 using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and
2 liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel
3 Litigation Expenses Payment and holds FLORENCE & VIVA harmless, and
4 indemnifies FLORENCE & VIVA, from any dispute or controversy regarding any
5 division or sharing of any of these Payments.

6 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed
7 \$5,499.00 except for a showing of good cause and as approved by the Court. To
8 the extent the Administration Expenses are less or the Court approves payment less
9 than \$5,499.00, the Administrator will retain the remainder in the Net Settlement
10 Amount.

11 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by
12 (a) dividing the Net Settlement Amount by the total number of Workweeks worked
13 by all Participating Class Members during the Class Period and (b) multiplying the
14 result by each Participating Class Member's Workweeks.

15 3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating
16 Class Member's Individual Class Payment will be allocated to settlement
17 of wage claims (the "Wage Portion"). The Wage Portions are subject to tax
18 withholding and will be reported on an IRS W-2 Form. 40% of each
19 Participating Class Member's Individual Class Payment will be allocated
20 to settlement of claims for interest and 40% of each Participating Class
21 Member's Individual Class Payment will be allocated to settlement of
22 claims for penalties (the "Non-Wage Portion"). The Non-Wage Portions
23 are not subject to wage withholdings and will be reported on IRS 1099
24 Forms. Participating Class Members assume full responsibility and
25 liability for any employee taxes owed on their Individual Class Payment.

26 3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual
27 Class Payments. Non-Participating Class Members will not receive any
28 Individual Class Payments. The Administrator will retain amounts equal to

1 their Individual Class Payments in the Net Settlement Amount for
2 distribution to Participating Class Members on a pro rata basis.

3 3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of
4 \$20,000.00 to be paid from the Gross Settlement Amount, with 75% (\$15,000.00)
5 allocated to the LWDA PAGA Payment and 25% (\$5,000.00) allocated to the
6 Individual PAGA Payments.

7 3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a)
8 dividing the amount of the Aggrieved Employees' 25% share of PAGA
9 Penalties (\$5,000.00) by the total number of PAGA Period Pay Periods
10 worked by all Aggrieved Employees during the PAGA Period and (b)
11 multiplying the result by each Aggrieved Employee's PAGA Period Pay
12 Periods. Aggrieved Employees assume full responsibility and liability for
13 any taxes owed on their Individual PAGA Payment.

14 3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested,
15 the Administrator will allocate the remainder to the Net Settlement
16 Amount. The Administrator will report the Individual PAGA Payments on
17 IRS 1099 Forms.

18
19 **4. SETTLEMENT FUNDING AND PAYMENTS.**

20 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records
21 to date, FLORENCE & VIVA estimates there are 43 Class Members who collectively
22 worked a total of 3640 Workweeks, and 31 Aggrieved Employees who worked a total
23 2027 of PAGA Pay Periods.

24 4.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval of the
25 Settlement, FLORENCE & VIVA will simultaneously deliver the Class Data to the
26 Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members'
27 privacy rights, the Administrator must maintain the Class Data in confidence, use the Class
28

1 Data only for purposes of this Settlement and for no other purpose, and restrict access to
2 the Class Data to Administrator employees who need access to the Class Data to effect and
3 perform under this Agreement. FLORENCE & VIVA has a continuing duty to
4 immediately notify Class Counsel if it discovers that the Class Data omitted class member
5 identifying information and to provide corrected or updated Class Data as soon as
6 reasonably feasible. Without any extension of the deadline by which FLORENCE &
7 VIVA must send the Class Data to the Administrator, the Parties and their counsel will
8 expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues
9 related to missing or omitted Class Data.

10 4.3. Funding of Gross Settlement Amount. FLORENCE & VIVA shall fully fund the Gross
11 Settlement Amount, and also fund the amounts necessary to fully pay FLORENCE &
12 VIVA's share of payroll taxes by transmitting 50% of the Gross Settlement amount to the
13 Administrator no later than 30 days of Final Approval of this Settlement, and the
14 remaining 50% within 210 days of Final Approval or by November 1, 2025, whichever is
15 earlier.

16 4.4. Payments from the Gross Settlement Amount. Within 7 days after FLORENCE & VIVA
17 funds the first 50% of the Gross Settlement Amount, the Administrator will mail checks
18 for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA
19 Payment and the Class Representative Service Payment. The Administration Expenses
20 Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses
21 Payment will be disbursed within 7 days after FLORENCE & VIVA funds the remaining
22 50%. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation
23 Expenses Payment and the Class Representative Service Payment shall not precede
24 disbursement of Individual Class Payments and Individual PAGA Payments.

25 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or
26 Individual PAGA Payments and send them to the Class Members via First Class
27 U.S. Mail, postage prepaid. The face of each check shall prominently state the
28 date (not less than 180 days after the date of mailing) when the check will be

1 voided. The Administrator will cancel all checks not cashed by the void date. The
2 Administrator will send checks for Individual Settlement Payments to all
3 Participating Class Members (including those for whom Class Notice was returned
4 undelivered). The Administrator will send checks for Individual PAGA Payments
5 to all Aggrieved Employees including Non-Participating Class Members who
6 qualify as Aggrieved Employees (including those for whom Class Notice was
7 returned undelivered). The Administrator may send Participating Class Members a
8 single check combining the Individual Class Payment and the Individual PAGA
9 Payment. Before mailing any checks, the Settlement Administrator must update
10 the recipients' mailing addresses using the National Change of Address Database.

11 4.4.2. The Administrator must conduct a Class Member Address Search for all other
12 Class Members whose checks are returned undelivered without USPS forwarding
13 address. Within 7 days of receiving a returned check the Administrator must re-
14 mail checks to the USPS forwarding address provided or to an address ascertained
15 through the Class Member Address Search. The Administrator need not take
16 further steps to deliver checks to Class Members whose re-mailed checks are
17 returned as undelivered. The Administrator shall promptly send a replacement
18 check to any Class Member whose original check was lost or misplaced, requested
19 by the Class Member prior to the void date.

20 4.4.3. For any Class Member who cannot be sufficiently identified and located in order to
21 provide notice of this settlement to them, their pro-rata share shall be considered cy
22 pres awards to be distributed to the State Bar Justice Gap Fund, a 501(c)(3) public
23 charity.

24 4.4.4. For any Class Member whose Individual Class Payment check or Individual
25 PAGA Payment check is uncashed and cancelled after the void date, the
26 Administrator shall transmit the funds represented by such checks to the California
27 Controller's Unclaimed Property Fund in the name of the Class Member thereby
28 leaving no "unpaid residue" subject to the requirements of California Code of Civil

1 Procedure Section 384 subd. (b).

2 4.4.5. The payment of Individual Class Payments and Individual PAGA Payments shall
3 not obligate FLORENCE & VIVA to confer any additional benefits or make any
4 additional payments to Class Members (such as 401(k) contributions or bonuses)
5 beyond those specified in this Agreement.
6

7 **5. RELEASES OF CLAIMS.** Effective on the date when FLORENCE & VIVA fully funds
8 the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage
9 Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release
10 claims against all Released Parties as follows:

11 5.1. Plaintiff's Release. Plaintiff and his or her respective former and present spouses,
12 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally,
13 release and discharge Released Parties from all claims, transactions, or occurrences that
14 occurred during the Class Period related to his employment by FLORENCE & VIVA,
15 including, but not limited to: (a) all claims that were, or reasonably could have been,
16 alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims
17 that were, or reasonably could have been, alleged based on facts contained in the Operative
18 Complaint, Plaintiff's PAGA Notice, or ascertained during the Action and released under
19 6.2, below. ("Plaintiff's Release.") Plaintiff's Release does not extend to any claims or
20 actions to enforce this Agreement, or to any claims for vested benefits, unemployment
21 benefits, disability benefits, social security benefits, workers' compensation benefits that
22 arose at any time, or based on occurrences outside the Class Period. Plaintiff
23 acknowledges that Plaintiff may discover facts or law different from, or in addition to, the
24 facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that
25 Plaintiff's Release shall be and remain effective in all respects, notwithstanding such
26 different or additional facts or Plaintiff's discovery of them.

27 5.1.1. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For
28 purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the

1 provisions, rights, and benefits, if any, of section 1542 of the California Civil Code,
2 which reads:

3 **A general release does not extend to claims that the creditor or**
4 **releasing party does not know or suspect to exist in his or her favor**
5 **at the time of executing the release, and that if known by him or her**
6 **would have materially affected his or her settlement with the debtor**
7 **or Released Party.**

8 5.2. Release by Participating Class Members Who Are Not Aggrieved Employees: All
9 Participating Class Members, on behalf of themselves and their respective former and
10 present representatives, agents, attorneys, heirs, administrators, successors, and assigns,
11 release Released Parties from (i) all claims that were alleged, or reasonably could have
12 been alleged, based on the Class Period facts stated in the Operative Complaint and
13 ascertained in the course of the Action , including failure to pay overtime compensation,
14 failure to pay minimum wages, failure to provide compliant meal and rest breaks, failure to
15 pay meal and rest period premiums, failure to pay all wages owed at discharge or
16 resignation; failure to timely pay wages during employment; failure to provide complete
17 and accurate wage statements; failure to keep complete and accurate payroll records;
18 failure to reimburse necessary business-related expenses; and violations of Labor Code
19 sections 201, 202, 203, 204, 226(a), 226.3, 226.7, 510, 512(a), 1174(d), 1194, 1197,
20 1197.1, 1198, 2698, et seq., 2800, and 2802. Except as set forth in Section 5.3 of this
21 Agreement, Participating Class Members do not release any other claims, including claims
22 for vested benefits, wrongful termination, violation of the Fair Employment and Housing
23 Act, unemployment insurance, disability, social security, workers' compensation, or claims
24 based on facts occurring outside the Class Period.

25 5.3. Release by Non-Participating Class Members Who Are Aggrieved Employees: All Non-
26 Participating Class Members who are Aggrieved Employees are deemed to release, on
27 behalf of themselves and their respective former and present representatives, agents,
28 attorneys, heirs, administrators, successors, and assigns, the Released Parties from all
claims for PAGA penalties that were alleged, or reasonably could have been alleged, based
on the PAGA Period facts stated in the Operative Complaint, the PAGA Notice, and

1 ascertained in the course of the Action including failure to pay overtime compensation,
2 failure to pay minimum wages, failure to provide compliant meal and rest breaks, failure to
3 pay meal and rest period premiums, failure to pay all wages owed at discharge or
4 resignation; failure to timely pay wages during employment; failure to provide complete
5 and accurate wage statements; failure to keep complete and accurate payroll records;
6 failure to reimburse necessary business-related expenses; and violations of Labor Code
7 sections 201, 202, 203, 204, 226(a), 226.3, 226.7, 510, 512(a), 1174(d), 1194, 1197,
8 1197.1, 1198, 2698, et seq., 2800, and 2802 .

9
10 **6. MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and
11 file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the
12 Court’s current checklist for Preliminary Approvals.

13 6.1. FLORENCE & VIVA’s Declaration in Support of Preliminary Approval. Within 7 days
14 of the full execution of this Agreement, FLORENCE & VIVA will prepare and deliver to
15 Class Counsel a signed Declaration from FLORENCE & VIVA and Defense Counsel
16 disclosing all facts relevant to any actual or potential conflicts of interest with the
17 Administrator or Cy Pres Recipient. In their Declarations, Defense Counsel and
18 FLORENCE & VIVA shall aver that they are not aware of any other pending matter or
19 action asserting claims that will be extinguished or adversely affected by the Settlement.

20 6.2. Plaintiff’s Responsibilities. Plaintiff will prepare and deliver upon request to Defense
21 Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft
22 of the notice, and memorandum in support, of the Motion for Preliminary Approval that
23 includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the
24 PAGA Settlement under Labor Code section 2699, subd. (f)(2)); (ii) a draft proposed
25 Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft
26 proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not
27 to exceed” bid for administering the Settlement and attesting to its willingness to serve;
28 competency; operative procedures for protecting the security of Class Data; amounts of

1 insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts
2 relevant to any actual or potential conflicts of interest with Class Members; and the nature
3 and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel;
4 (v) a signed declaration from Plaintiff confirming willingness and competency to serve and
5 disclosing all facts relevant to any actual or potential conflicts of interest with Class
6 Members,; (v) a signed declaration from each Class Counsel firm attesting to its
7 competency to represent the Class Members; its timely transmission to the LWDA of all
8 necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd.
9 (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor
10 Code section 2699, subd. (l)(2)); (vi) a redlined version of the parties' Agreement showing
11 all modifications made to the Model Agreement ready for filing with the Court; and (vii)
12 all facts relevant to any actual or potential conflict of interest with Class Members, the
13 Administrator and/or the Cy Pres Recipient. In their Declarations, Plaintiff and Class
14 Counsel Declaration shall aver that they are not aware of any other pending matter or
15 action asserting claims that will be extinguished or adversely affected by the Settlement.

16 6.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible
17 for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 45
18 days after the full execution of this Agreement; obtaining a prompt hearing date for the
19 Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the
20 Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's
21 Preliminary Approval to the Administrator.

22 6.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
23 Preliminary Approval and/or the supporting declarations and documents, Class Counsel
24 and Defense Counsel will expeditiously work together on behalf of the Parties by meeting
25 in person or by telephone, and in good faith, to resolve the disagreement. If the Court does
26 not grant Preliminary Approval or conditions Preliminary Approval on any material
27 change to this Agreement, Class Counsel and Defense Counsel will expeditiously work
28 together on behalf of the Parties by meeting in person or by telephone, and in good faith, to

1 modify the Agreement and otherwise satisfy the Court’s concerns.

2
3 **7. SETTLEMENT ADMINISTRATION.**

4 7.1. Selection of Administrator. The Parties have jointly selected Apex Class Action
5 Administration to serve as the Administrator and verified that, as a condition of
6 appointment, Apex Class Action Administration agrees to be bound by this Agreement and
7 to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment
8 of Administration Expenses. The Parties and their Counsel represent that they have no
9 interest or relationship, financial or otherwise, with the Administrator other than a
10 professional relationship arising out of prior experiences administering settlements.

11 7.2. Employer Identification Number. The Administrator shall have and use its own Employer
12 Identification Number for purposes of calculating payroll tax withholdings and providing
13 reports state and federal tax authorities.

14 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets
15 the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation
16 section 468B-1.

17 7.4. Notice to Class Members.

18 7.4.1. No later than three (3) business days after receipt of the Class Data, the
19 Administrator shall notify Class Counsel that the list has been received and state
20 the number of Class Members, PAGA Members, Workweeks, and Pay Periods in
21 the Class Data.

22 7.4.2. Using best efforts to perform as soon as possible, and in no event later than 14 days
23 after receiving the Class Data, the Administrator will send to all Class Members
24 identified in the Class Data, via first-class United States Postal Service (“USPS”)
25 mail, the Class Notice with Spanish translation substantially in the form attached to
26 this Agreement as **Exhibit A**. The first page of the Class Notice shall prominently
27 estimate the dollar amounts of any Individual Class Payment and/or Individual
28 PAGA Payment payable to the Class Member, and the number of Workweeks and

1 PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing
2 Class Notices, the Administrator shall update Class Member addresses using the
3 National Change of Address database.

4 7.4.3. Not later than 3 business days after the Administrator's receipt of any Class Notice
5 returned by the USPS as undelivered, the Administrator shall re-mail the Class
6 Notice using any forwarding address provided by the USPS. If the USPS does not
7 provide a forwarding address, the Administrator shall conduct a Class Member
8 Address Search, and re-mail the Class Notice to the most current address obtained.
9 The Administrator has no obligation to make further attempts to locate or send
10 Class Notice to Class Members whose Class Notice is returned by the USPS a
11 second time.

12 7.4.4. The deadlines for Class Members' written objections, Challenges to Workweeks
13 and/or Pay Periods, and Requests for Exclusion will be extended an additional 14
14 days beyond the 60 days otherwise provided in the Class Notice for all Class
15 Members whose notice is re-mailed. The Administrator will inform the Class
16 Member of the extended deadline with the re-mailed Class Notice.

17 7.4.5. If the Administrator, FLORENCE & VIVA or Class Counsel is contacted by or
18 otherwise discovers any persons who believe they should have been included in the
19 Class Data and should have received Class Notice, the Parties will expeditiously
20 meet and confer in person or by telephone, and in good faith, in an effort to agree
21 on whether to include them as Class Members. If the Parties agree, such persons
22 will be Class Members entitled to the same rights as other Class Members, and the
23 Administrator will send, via email or overnight delivery, a Class Notice requiring
24 them to exercise options under this Agreement not later than [14] days after receipt
25 of Class Notice, or the deadline dates in the Class Notice, which ever are later.

26 7.5. Requests for Exclusion (Opt-Outs).

27 7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement
28 must send the Administrator, by fax, email, or mail, a signed written Request for

1 Exclusion not later than 60 days after the Administrator mails the Class Notice
2 (plus an additional 14 days for Class Members whose Class Notice is re-mailed).
3 A Request for Exclusion is a letter from a Class Member or his/her representative
4 that reasonably communicates the Class Member's election to be excluded from
5 the Settlement and includes the Class Member's name, address and email address
6 or telephone number. To be valid, a Request for Exclusion must be timely faxed,
7 emailed, or postmarked by the Response Deadline.

8 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it
9 fails to contain all the information specified in the Class Notice. The Administrator
10 shall accept any Request for Exclusion as valid if the Administrator can reasonably
11 ascertain the identity of the person as a Class Member and the Class Member's
12 desire to be excluded. The Administrator's determination shall be final and not
13 appealable or otherwise susceptible to challenge. If the Administrator has reason to
14 question the authenticity of a Request for Exclusion, the Administrator may
15 demand additional proof of the Class Member's identity. The Administrator's
16 determination of authenticity shall be final and not appealable or otherwise
17 susceptible to challenge.

18 7.5.3. Every Class Member who does not submit a timely and valid Request for
19 Exclusion is deemed to be a Participating Class Member under this Agreement,
20 entitled to all benefits and bound by all terms and conditions of the Settlement,
21 including the Participating Class Members' Releases under Paragraphs 5.2 and 5.3
22 of this Agreement, regardless whether the Participating Class Member actually
23 receives the Class Notice or objects to the Settlement.

24 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a
25 Non-Participating Class Member and shall not receive an Individual Class
26 Payment or have the right to object to the class action components of the
27 Settlement. Because future PAGA claims are subject to claim preclusion upon
28 entry of the Judgment, Non-Participating Class Members who are Aggrieved

1 Employees are deemed to release the claims identified in Paragraph 5.3 of this
2 Agreement and are eligible for an Individual PAGA Payment.

3 7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 60 days after the
4 Administrator mails the Class Notice (plus an additional 14 days for Class Members whose
5 Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay
6 Periods (if any) allocated to the Class Member in the Class Notice. The Class Member
7 may challenge the allocation by communicating with the Administrator via fax, email or
8 mail. The Administrator must encourage the challenging Class Member to submit
9 supporting documentation. In the absence of any contrary documentation, the
10 Administrator is entitled to presume that the Workweeks contained in the Class Notice are
11 correct so long as they are consistent with the Class Data. The Administrator's
12 determination of each Class Member's allocation of Workweeks and/or Pay Periods shall
13 be final and not appealable or otherwise susceptible to challenge. The Administrator shall
14 promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods
15 to Defense Counsel and Class Counsel and the Administrator's determination the
16 challenges.

17 7.7. Objections to Settlement.

18 7.7.1. Only Participating Class Members may object to the class action components of
19 the Settlement and/or this Agreement, including contesting the fairness of the
20 Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class
21 Counsel Litigation Expenses Payment and/or Class Representative Service
22 Payment.

23 7.7.2. Participating Class Members may send written objections to the Administrator, by
24 fax, email, or mail. In the alternative, Participating Class Members may appear in
25 Court (or hire an attorney to appear in Court) to present verbal objections at the
26 Final Approval Hearing. A Participating Class Member who elects to send a
27 written objection to the Administrator must do so not later than 60 days after the
28 Administrator's mailing of the Class Notice (plus an additional 14 days for Class

1 Members whose Class Notice was re-mailed).

2 7.7.3. Non-Participating Class Members have no right to object to any of the class action
3 components of the Settlement.

4 7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be
5 performed or observed by the Administrator contained in this Agreement or otherwise.

6 7.8.1. Website, Email Address and Toll-Free Number. The Administrator will establish
7 and maintain and use an internet website to post information of interest to Class
8 Members including the date, time and location for the Final Approval Hearing and
9 copies of the Settlement Agreement, Motion for Preliminary Approval, the
10 Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion
11 for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and
12 Class Representative Service Payment, the Final Approval and the Judgment. The
13 Administrator will also maintain and monitor an email address and a toll-free
14 telephone number to receive Class Member calls, faxes and emails.

15 7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
16 promptly review on a rolling basis Requests for Exclusion to ascertain their
17 validity. Not later than 5 days after the expiration of the deadline for submitting
18 Requests for Exclusion, the Administrator shall email a list to Class Counsel and
19 Defense Counsel containing (a) the names and other identifying information of
20 Class Members who have timely submitted valid Requests for Exclusion
21 (“Exclusion List”); (b) the names and other identifying information of Class
22 Members who have submitted invalid Requests for Exclusion; (c) copies of all
23 Requests for Exclusion from Settlement submitted (whether valid or invalid).

24 7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written
25 reports to Class Counsel and Defense Counsel that, among other things, tally the
26 number of: Class Notices mailed or re-mailed, Class Notices returned undelivered,
27 Requests for Exclusion (whether valid or invalid) received, objections received,
28 challenges to Workweeks and/or Pay Periods received and/or resolved, and checks

1 mailed for Individual Class Payments and Individual PAGA Payments (“Weekly
2 Report”). The Weekly Reports must include provide the Administrator’s
3 assessment of the validity of Requests for Exclusion and attach copies of all
4 Requests for Exclusion and objections received.

5 7.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to
6 address and make final decisions consistent with the terms of this Agreement on all
7 Class Member challenges over the calculation of Workweeks and/or Pay Periods.
8 The Administrator’s decision shall be final and not appealable or otherwise
9 susceptible to challenge.

10 7.8.5. Administrator’s Declaration. Not later than 14 days before the date by which
11 Plaintiff is required to file the Motion for Final Approval of the Settlement, the
12 Administrator will provide to Class Counsel and Defense Counsel, a signed
13 declaration suitable for filing in Court attesting to its due diligence and compliance
14 with all of its obligations under this Agreement, including, but not limited to, its
15 mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing
16 of Class Notices, attempts to locate Class Members, the total number of Requests
17 for Exclusion from Settlement it received (both valid or invalid), the number of
18 written objections and attach the Exclusion List. The Administrator will
19 supplement its declaration as needed or requested by the Parties and/or the Court.
20 Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.

21 7.8.6. Final Report by Settlement Administrator. Within 10 days after the Administrator
22 disburses the first 50% of the Gross Settlement Amount and within 10 days after
23 the Administrator disburses the remaining 50% of the Gross Settlement Amount,
24 the Administrator will each time provide Class Counsel and Defense Counsel with
25 a final report detailing its disbursements by employee identification number only of
26 all payments made under this Agreement. At least 15 days before any deadline set
27 by the Court, the Administrator will prepare, and submit to Class Counsel and
28 Defense Counsel, a signed declaration suitable for filing in Court attesting to its

1 disbursement of all payments required under this Agreement. Class Counsel is
2 responsible for filing the Administrator's declaration in Court.

3
4 **8. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE** Based on its records,
5 FLORENCE & VIVA estimates that, as of the date of this Settlement Agreement, (1) there are 43
6 Class Members and 3640 Total Workweeks during the Class period and (2) there were 31
7 Aggrieved Employees who worked 2027 Pay Periods during the PAGA Period. Based on their
8 records, Defendants estimated at the time of mediation that there were 3,552 workweeks worked
9 by the Class Members during the Class Period as of May 21, 2024. The Parties agreed that if it is
10 determined that the number of workweeks worked by the Class Members during the Class Period
11 exceeds 3,907 (110% of 3,552), then the Gross Settlement Amount shall be increased
12 proportionally by the amount in excess of 10% (i.e. if there were an eleven percent (11%) increase
13 in the number of workweeks, then the Gross Settlement Amount will be increased by one percent
14 (1%) or \$1,750.00 for a total of \$176,750.00).

15
16 **9. FLORENCE & VIVA'S RIGHT TO WITHDRAW.** If the number of valid Requests for
17 Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members,
18 FLORENCE & VIVA may, but is not obligated, elect to withdraw from the Settlement. The
19 Parties agree that, if FLORENCE & VIVA withdraws, the Settlement shall be void ab initio, have
20 no force or effect whatsoever, and that neither Party will have any further obligation to perform
21 under this Agreement; provided, however, FLORENCE & VIVA will remain responsible for
22 paying all Settlement Administration Expenses incurred to that point. FLORENCE & VIVA must
23 notify Class Counsel and the Court of its election to withdraw not later than seven days after the
24 Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

1 **10. MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared
2 Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement
3 that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd.
4 (l), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final
5 Approval”). **Upon request,** Plaintiff shall provide drafts of these documents to Defense Counsel
6 not later than seven days prior to filing the Motion for Final Approval. Class Counsel and Defense
7 Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve
8 any disagreements concerning the Motion for Final Approval.

9 10.1. **Response to Objections.** Each Party retains the right to respond to any objection raised by
10 a Participating Class Member, including the right to file responsive documents in Court no
11 later than five court days prior to the Final Approval Hearing, or as otherwise ordered or
12 accepted by the Court.

13 10.2. **Duty to Cooperate.** If the Court does not grant Final Approval or conditions Final
14 Approval on any material change to the Settlement (including, but not limited to, the scope
15 of release to be granted by Class Members), the Parties will expeditiously work together in
16 good faith to address the Court’s concerns by revising the Agreement as necessary to
17 obtain Final Approval. The Court’s decision to award less than the amounts requested for
18 the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel
19 Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute
20 a material modification to the Agreement within the meaning of this paragraph.

21 10.3. **Continuing Jurisdiction of the Court.** The Parties agree that, after entry of Judgment, the
22 Court will retain jurisdiction over the Parties, Action, and the Settlement solely for
23 purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement
24 administration matters, and (iii) addressing such post-Judgment matters as are permitted by
25 law.

26 10.4. **Waiver of Right to Appeal.** Provided the Judgment is consistent with the terms and
27 conditions of this Agreement, specifically including the Class Counsel Fees Payment and
28 Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the

1 Parties, their respective counsel, and all Participating Class Members who did not object to
2 the Settlement as provided in this Agreement, waive all rights to appeal from the
3 Judgment, including all rights to post-judgment and appellate proceedings, the right to file
4 motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The
5 waiver of appeal does not include any waiver of the right to oppose such motions, writs or
6 appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this
7 Agreement will be suspended until such time as the appeal is finally resolved and the
8 Judgment becomes final, except as to matters that do not affect the amount of the Net
9 Settlement Amount.

10 10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
11 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a
12 material modification of this Agreement (including, but not limited to, the scope of release
13 to be granted by Class Members), this Agreement shall be null and void. The Parties shall
14 nevertheless expeditiously work together in good faith to address the appellate court's
15 concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis,
16 any additional Administration Expenses reasonably incurred after remittitur. An appellate
17 decision to vacate, reverse, or modify the Court's award of the Class Representative
18 Service Payment or any payments to Class Counsel shall not constitute a material
19 modification of the Judgment within the meaning of this paragraph, as long as the Gross
20 Settlement Amount remains unchanged.

21
22 **11. AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil
23 Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed
24 amended judgment.

25
26 **12. ADDITIONAL PROVISIONS.**

27 12.1. No Admission of Liability, Class Certification or Representative Manageability for Other
28 Purposes. This Agreement represents a compromise and settlement of highly disputed

1 claims. Nothing in this Agreement is intended or should be construed as an admission by
2 FLORENCE & VIVA that any of the allegations in the Operative Complaint have merit or
3 that FLORENCE & VIVA has any liability for any claims asserted; nor should it be
4 intended or construed as an admission by Plaintiff that FLORENCE & VIVA's defenses in
5 the Action have merit. The Parties agree that class certification and representative
6 treatment is for purposes of this Settlement only. If, for any reason the Court does grant
7 Preliminary Approval, Final Approval or enter Judgment, FLORENCE & VIVA reserves
8 the right to contest certification of any class for any reasons, and FLORENCE & VIVA
9 reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to
10 move for class certification on any grounds available and to contest FLORENCE &
11 VIVA's defenses. The Settlement, this Agreement and Parties' willingness to settle the
12 Action will have no bearing on, and will not be admissible in connection with, any
13 litigation (except for proceedings to enforce or effectuate the Settlement and this
14 Agreement).

15 12.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, FLORENCE &
16 VIVA and Defense Counsel separately agree that, until the Motion for Preliminary
17 Approval of Settlement is filed, they and each of them will not disclose, disseminate
18 and/or publicize, or cause or permit another person to disclose, disseminate or publicize,
19 any of the terms of the Agreement directly or indirectly, specifically or generally, to any
20 person, corporation, association, government agency, or other entity except: (1) to the
21 Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this
22 Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report
23 income to appropriate taxing authorities; (4) in response to a court order or subpoena; or
24 (5) in response to an inquiry or subpoena issued by a state or federal government agency.
25 Each Party agrees to immediately notify each other Party of any judicial or agency order,
26 inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, FLORENCE &
27 VIVA and Defense Counsel separately agree not to, directly or indirectly, initiate any
28 conversation or other communication, before the filing of the Motion for Preliminary

1 Approval, any with third party regarding this Agreement or the matters giving rise to this
2 Agreement except to respond only that “the matter was resolved,” or words to that effect.
3 This paragraph does not restrict Class Counsel’s communications with Class Members in
4 accordance with Class Counsel’s ethical obligations owed to Class Members.

5 12.3. No Solicitation. The Parties separately agree that they and their respective counsel and
6 employees will not solicit any Class Member to opt out of or object to the Settlement, or
7 appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class
8 Counsel’s ability to communicate with Class Members in accordance with Class Counsel’s
9 ethical obligations owed to Class Members.

10 12.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
11 together with its attached exhibits shall constitute the entire agreement between the Parties
12 relating to the Settlement, superseding any and all oral representations, warranties,
13 covenants, or inducements made to or by any Party.

14 12.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
15 represent that they are authorized by Plaintiff and FLORENCE & VIVA, respectively, to
16 take all appropriate action required or permitted to be taken by such Parties pursuant to this
17 Agreement to effectuate its terms, and to execute any other documents reasonably required
18 to effectuate the terms of this Agreement including any amendments to this Agreement.

19 12.6. Cooperation. The Parties and their counsel will cooperate with each other and use their
20 best efforts, in good faith, to implement the Settlement by, among other things, modifying
21 the Settlement Agreement, submitting supplemental evidence and supplementing points
22 and authorities as requested by the Court. In the event the Parties are unable to agree upon
23 the form or content of any document necessary to implement the Settlement, or on any
24 modification of the Agreement that may become necessary to implement the Settlement,
25 the Parties will seek the assistance of a mediator and/or the Court for resolution.

26 12.7. No Prior Assignments. The Parties separately represent and warrant that they have not
27 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
28 encumber to any person or entity and portion of any liability, claim, demand, action, cause

1 of action, or right released and discharged by the Party in this Settlement.

2 12.8. No Tax Advice. Neither Plaintiff, Class Counsel, FLORENCE & VIVA nor Defense
3 Counsel are providing any advice regarding taxes or taxability, nor shall anything in this
4 Settlement be relied upon as such within the meaning of United States Treasury
5 Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

6 12.9. Modification of Agreement. This Agreement, and all parts of it, may be amended,
7 modified, changed, or waived only by an express written instrument signed by all Parties
8 or their representatives, and approved by the Court.

9 12.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the
10 benefit of, the successors of each of the Parties.

11 12.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
12 governed by and interpreted according to the internal laws of the state of California,
13 without regard to conflict of law principles.

14 12.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of
15 this Agreement. This Agreement will not be construed against any Party on the basis that
16 the Party was the drafter or participated in the drafting.

17 12.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered
18 during Action and in this Agreement relating to the confidentiality of information shall
19 survive the execution of this Agreement.

20 12.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal.
21 Evid. § 1152, and all copies and summaries of the Class Data provided to Class Counsel
22 by FLORENCE & VIVA in connection with the mediation, other settlement negotiations,
23 or in connection with the Settlement, may be used only with respect to this Settlement, and
24 no other purpose, and may not be used in any way that violates any existing contractual
25 agreement, statute, or rule of court. Not later than 90 days after the date when the Court
26 discharges the Administrator's obligation to provide a Declaration confirming the final pay
27 out of all Settlement funds and upon request by FLORENCE & VIVA, Plaintiff shall
28 destroy, all paper and electronic versions of Class Data received from FLORENCE &

1 VIVA unless, prior to the Court's discharge of the Administrator's obligation,
2 FLORENCE & VIVA makes a written request to Class Counsel for the return, rather than
3 the destructions, of Class Data.

4 12.15. Headings. The descriptive heading of any section or paragraph of this Agreement is
5 inserted for convenience of reference only and does not constitute a part of this
6 Agreement.

7 12.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be
8 to calendar days. In the event any date or deadline set forth in this Agreement falls on a
9 weekend or federal legal holiday, such date or deadline shall be on the first business day
10 thereafter.

11 12.17. Notice. All notices, demands or other communications between the Parties in connection
12 with this Agreement will be in writing and deemed to have been duly given as of the third
13 business day after mailing by United States mail, or the day sent by email or messenger,
14 addressed as follows:

15
16 To Plaintiff:

17 Kane Moon

E-mail: kmoon@moonlawgroup.com

18 Lilit Ter-Astvatsatryan

E-mail: lilit@moonlawgroup.com

19 Edwin Kamarzarian

E-mail: ekamarzarian@moonlawgroup.com

20 MOON LAW GROUP, P.C.

21 725 S. Figueroa Street, 31st Floor

22 Los Angeles, California 90017

23 Telephone: (213) 232-3128

Facsimile: (213) 232-3125

24 To FLORENCE BARGAIN, INC.:

25 Chanho C. Joo

Frank E. Marchetti (Of Counsel)

26 LAW OFFICES OF CHANHO C. JOO

27 3731 Wilshire Boulevard, Suite 635

28 Los Angeles, CA 90010

Telephone: (213) 383-3366

Facsimile: (213) 383-2469
Email: cjoo@joolaw.com
frank@marchettilaw.com

To VIVA BARGAIN CENTER:

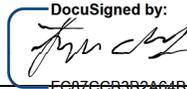
Michael Y. Yi, Esq.
KIM PARK CHOI & YI, APLC
3435 Wilshire Blvd., Suite 2150
Los Angeles, CA 90010-2003
Tel (213) 384-7600
Fax (213) 384-4888
myi@kpcylaw.com

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

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

Plaintiff & Class Representative:

Dated: 8/1/2024

By:  _____
Jose May Chale

Plaintiff's Counsel:

Dated: 8/1/24

MOON LAW GROUP, PC

By: _____
Kane Moon

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Lilit Ter-Astvatsatryan
Edwin Kamarzarian

Attorneys for Plaintiff

Defendant:

Dated: 3/17/25

FLORENCE BARGAIN, INC.

By: Alice M. Kang
Print Name

Signed by:
Alice M. Kang
6A2B63639B2349E...

Signature

Owner

Title

Defendant's Counsel:

Dated: 3/17/25

LAW OFFICES OF CHANHO C. JOO

By: *Chanho C. Joo*
6A2B63639B2349E...

Chanho C. Joo
Frank E. Marchetti (Of Counsel)
Attorneys for Defendant Florence Bargain, Inc.

Defendant:

Dated: 3/18/25

VIVA BARGAIN CENTER.

By: Jin C. Gang
Print Name

Signed by:
Jin C. Gang
B8828B8B6DB942E...

Signature

CEO

Title

Defendant's Counsel:

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Dated: 3/17/25

KIM, PARK, CHOI & YI, APLC

By:  Signed by:
Michael Yi
B8828B8B6DB942E...
Attorneys for Defendant Viva Bargain Center,
Inc.

EXHIBIT A

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

Jose May Chale v. Viva Bargain Center, Inc., et. al.

*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 Viva Bargain Center, Inc. and Florence Bargain, Inc. (“FLORENCE & VIVA”) for alleged wage and hour violations. The Action was filed by a former employee of FLORENCE & VIVA Jose May Chale (“Plaintiff”) and seeks payment of (1) back wages and other relief for a class of all current and former hourly-paid or non-exempt employees of Viva Bargain Center, Inc. and Florence Bargain, Inc. that worked at 1526 East Florence Avenue, Los Angeles, California during the Class Period December 27, 2017 to the date of preliminary approval; and (2) penalties under the California Private Attorney General Act (“PAGA”) for all current and former hourly-paid non-exempt employees of Viva Bargain Center, Inc. and Florence Bargain, Inc. that worked at 1526 East Florence Avenue, Los Angeles, California during the PAGA Period (December 24, 2020 to the date the Court grants preliminary approval) (“Aggrieved Employees”).

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

Based on FLORENCE & VIVA’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to FLORENCE & VIVA’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 FLORENCE & VIVA’s records showing that **you worked [REDACTED] workweeks** during the Class Period and **you worked [REDACTED] workweeks** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

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

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

FLORENCE & VIVA will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

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| <p>You Don't Have to Do Anything to Participate in the Settlement</p> | <p>If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against FLORENCE & VIVA that are covered by this Settlement (Released Claims).</p> |
| <p>You Can Opt-out of the Class Settlement but not the PAGA Settlement</p> <p>The Opt-out Deadline is [REDACTED]</p> | <p>If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.</p> <p>You cannot opt-out of the PAGA portion of the proposed Settlement. FLORENCE & VIVA must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).</p> |
| <p>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement</p> <p>Written Objections Must be Submitted by [REDACTED]</p> | <p>All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.</p> |
| <p>You Can Participate in the [REDACTED] Final Approval Hearing</p> | <p>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.</p> |
| <p>You Can Challenge the Calculation of Your Workweeks/Pay Periods</p> <p>Written Challenges Must be Submitted by [REDACTED]</p> | <p>The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to FLORENCE & VIVA’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.</p> |

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Florence Bargain Inc. that worked at 1526 East Florence Avenue, Los Angeles, California. The Action accuses FLORENCE & VIVA of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination and reimbursable expenses and failing to provide meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiff is represented by attorneys in the Action: Kane Moon, Lilit Ter-Astvatsatryan, and Edwin Kamarzarian of Moon Law Group, PC (“Class Counsel.”)

FLORENCE & VIVA 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 FLORENCE & VIVA or Plaintiff is correct on the merits. In the meantime, Plaintiff and FLORENCE & VIVA hired an experienced, neutral mediator 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 FLORENCE & VIVA 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, FLORENCE & VIVA 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) FLORENCE & VIVA 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 Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

1. FLORENCE & VIVA Will Pay \$175,000.00 as the Gross Settlement Amount (Gross Settlement). FLORENCE & VIVA has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement in two payments: \$87,500.00 within 30 days of Final Approval (the “First Payment”); and, \$87,500.00 within 210 days of Final Approval or November 1, 2025 – whichever is earlier (the “Second Payment”). 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, FLORENCE & VIVA will fully fund the Gross Settlement not more than 210 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$ 58,333.33, which is 33 1.3 % of the Gross Settlement to Class Counsel for attorneys’ fees and up to \$28,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$5,000.00 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff’s Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$5,499.00 to the Administrator for services administering the Settlement.

- D. Up to \$20,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

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

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiff and FLORENCE & VIVA are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“Wage Portion”) and 80% to interest and penalties (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms FLORENCE & VIVA will separately pay employer payroll taxes it owes on the Wage portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

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

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

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [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 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 FLORENCE & VIVA.

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 FLORENCE & VIVA 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. Plaintiffs and FLORENCE & VIVA have agreed that, in either case, the Settlement will be void: FLORENCE & VIVA will not pay any money and Class Members will not release any claims against FLORENCE & VIVA.

8. Administrator. The Court has appointed a neutral company, Apex Class Action Administration (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 FLORENCE & VIVA 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 any other lawsuit against FLORENCE & VIVA or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

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

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action, including failure to pay overtime compensation, failure to pay minimum wages, failure to provide compliant meal and rest breaks, failure to pay meal and rest period premiums, failure to pay all wages owed at discharge or resignation; failure to timely pay wages during employment; failure to provide complete and accurate wage statements; failure to keep complete and accurate payroll records; failure to reimburse necessary business-related expenses; and violations of Labor Code sections 201, 202, 203, 204, 226(a), 226.3, 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2698, et seq., 2800, and 2802. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

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

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

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have

been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action, including failure to pay overtime compensation, failure to pay minimum wages, failure to provide compliant meal and rest breaks, failure to pay meal and rest period premiums, failure to pay all wages owed at discharge or resignation; failure to timely pay wages during employment; failure to provide complete and accurate wage statements; failure to keep complete and accurate payroll records; failure to reimburse necessary business-related expenses; and violations of Labor Code sections 201, 202, 203, 204, 226(a), 226.3, 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2698, et seq., 2800, and 2802.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$5,000.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in FLORENCE & VIVA'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 FLORENCE & VIVA's calculation of Workweeks and/or Pay Periods based on FLORENCE & VIVA'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 FLORENCE & VIVA's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

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

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

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

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

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and FLORENCE & VIVA are asking the Court to approve. At least 16 court days before the [REDACTED] Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website [REDACTED] or the Court's website <https://www.lacourt.org/paos/v2public/DocumentImages/SearchCaseNumber>

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

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [REDACTED] at [REDACTED] in Department 10 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

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

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything FLORENCE & VIVA and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to Apex Class Action Administration's website at [\[REDACTED\]](#). You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. 21STCV47031 You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

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

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Tel: (800) 355-0700

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Email: info@apexclassaction.com

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund website https://www.sco.ca.gov/search_upd.html for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

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