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FILED
Superior Court of California
County of Los Angeles
08/15/2025

David W. Slayton, Executive Officer / Clerk of Court
By: L. Ennis Deputy

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF LOS ANGELES**

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

12 Plaintiff,

13 vs.

14
15 VIVA BARGAIN CENTER, INC., a California
16 corporation, FLORENCE BARGAIN, INC., a
17 California corporation; and DOES 1 through 10,
inclusive,

18 Defendants

Case No.: 21STCV47031

CLASS AND REPRESENTATIVE ACTION

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

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

*[Filed with Plaintiff's Notice of Motion and
Memorandum of Points and Authorities, and the
Declarations of Kane Moon, Plaintiff Jose May
Chale]*

PRELIMINARY APPROVAL HEARING:

Date: ~~June 10, 2025~~

Time: ~~10:00 a.m.~~

Dept.: 10

Action Filed: December 27, 2021

Trial Date: Not set

1 The Court has before it Plaintiff’s Motion for Preliminary Approval of Class Action and
2 PAGA Settlement. Having reviewed the Motion and Memorandum of Points and Authorities, the
3 supporting Declarations of Kane Moon, and Plaintiff Jose May Chale (“Plaintiff), and good cause
4 appearing,

5 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:**

6 1. The Court grants preliminary approval of the proposed Settlement and the
7 Settlement Class based upon the terms set forth in the Class Action and PAGA Settlement
8 Agreement and Class Notice (the “Settlement Agreement” or “Settlement”) attached as Exhibit 1
9 to the Declaration of Kane Moon in Support of Plaintiff’s Motion for Preliminary Approval of
10 Class and PAGA Action Settlement. The Court finds on a preliminary basis that the Settlement
11 Agreement appears to be fair, adequate, and reasonable, and therefore, meets the requirements for
12 preliminary approval. The Court also preliminarily finds that the terms of the Settlement
13 Agreement appear to be within the range of possible approval, pursuant to California Code of
14 Civil Procedure section 382 and applicable law.

15 2. The Settlement falls within the range of reasonableness of a settlement which could
16 ultimately be given final approval by this Court, and appears to be presumptively valid, subject
17 only to any objections that may be raised at the Final Approval Hearing and final approval by this
18 Court. The Court notes that Defendants Viva Bargain Center, Inc. and Florence Bargain Inc.
19 (“Defendants”) (together with Plaintiff, the “Parties”) agreed to create a common, non-
20 reversionary gross fund of at least \$175,000.00 (the “Gross Settlement Amount”), subject to an
21 escalator clause and in addition to Defendant’s employer’s payroll taxes owed on the wage
22 portions of Individual Class Payments, to cover (a) Individual Class Payments to Participating
23 Class Members; (b) a Class Counsel Fees Payment, not to exceed 33.33% of the Gross Settlement
24 Amount; (c) a Class Counsel Costs Payment, for reimbursement of actual litigation costs not to
25 exceed \$28,000.00; (d) an Administration Expenses Payment of up to \$5,499.00; (e) PAGA
26 Penalties of \$10,000.00 for settlement of claims for civil penalties under the Private Attorneys
27 General Act, Labor Code Sections 2698, *et seq.* (“PAGA”), and distributed as 25% (\$5,000.00) to
28 the Aggrieved Employees and 75% (\$15,000.00) to the California Labor and Workforce

1 Development Agency (the “LWDA”); and (f) a Class Representative Service Payment of up to
2 \$5,000.00 to Plaintiff.

3 3. The Court finds on a preliminary basis that: (1) the settlement amount is fair and
4 reasonable to the Class Members when balanced against the probable outcome of further litigation
5 relating to class certification, liability and damages issues, and potential appeals; (2) significant
6 informal discovery, investigation, research, and litigation have been conducted such that counsel
7 for the respective Parties at this time are able to reasonably evaluate their respective positions; (3)
8 settlement at this time will avoid substantial costs, delay, and risks that would be presented by the
9 further prosecution of the litigation; and (4) the proposed Settlement has been reached as the result
10 of serious, informed, adversarial, and arms-length negotiations between the Parties. Accordingly,
11 the Court preliminarily finds that the Settlement Agreement was entered into in good faith and
12 meets the requirements for preliminary approval.

13 4. A final approval hearing on the question of whether the proposed Settlement
14 Agreement, Class Counsel’s attorneys’ fees and costs, the PAGA Penalties, and the Class
15 Representative Service Payment should be finally approved as fair, reasonable, and adequate as
16 to the members of the Class is hereby set in accordance with the Implementation Schedule set
17 forth below.

18 5. The Court provisionally certifies, for settlement purposes only, the following class
19 (the “Settlement Class”): All persons who worked for Defendant in California as a non-exempt
20 employee at any time during the Class Period. The “Class Period” is December 27, 2017 to the
21 date of preliminary approval. Excluded from the Settlement Class are all Class Members who
22 submit a valid and timely request for exclusion from the Settlement pursuant to the instructions
23 provided in the Class Notice.

24 6. Release of Claims. Effective on the date when FLORENCE & VIVA fully funds the entire Gross
25 Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
26 Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as
27 follows: (Settlement, ¶ 5.):

28 a. Released Parties. “Released Parties” means: FLORENCE & VIVA and each of its

1 former and present directors, officers, shareholders, owners, members, attorneys, insurers,
2 predecessors, successors, assigns, subsidiaries, and affiliates. (*Id.* at ¶ 1.41.)

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

17 1) Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For
18 purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions,
19 rights, and benefits, if any, of section 1542 of the California Civil Code, which reads: A general
20 release does not extend to claims that the creditor or releasing party does not know or suspect
21 to exist in his or her favor at the time of executing the release and that, if known by him or her,
22 would have materially affected his or her settlement with the debtor or Released Party. (*Id.* at
23 ¶ 5.1.1.)

24 c. Release by Participating Class Members. All Participating Class Members, on behalf of
25 themselves and their respective former and present representatives, agents, attorneys, heirs,
26 administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or
27 reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint
28 and ascertained in the course of the Action , including failure to pay overtime compensation, failure to

1 pay minimum wages, failure to provide compliant meal and rest breaks, failure to pay meal and rest period
2 premiums, failure to pay all wages owed at discharge or resignation; failure to timely pay wages during
3 employment; failure to provide complete and accurate wage statements; failure to keep complete and
4 accurate payroll records; failure to reimburse necessary business-related expenses; and violations of
5 Labor Code sections 201, 202, 203, 204, 226(a), 226.3, 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1,
6 1198, 2698, et seq., 2800, and 2802. Except as set forth in Section 5.3 of this Agreement, Participating
7 Class Members do not release any other claims, including claims for vested benefits, wrongful
8 termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability,
9 social security, workers' compensation, or claims based on facts occurring outside the Class Period. (*Id.*
10 at ¶ 5.2.)

11 d. Release by Aggrieved Employees. All Non- Participating Class Members who are
12 Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and
13 present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released
14 Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based
15 on the PAGA Period facts stated in the Operative Complaint, the PAGA Notice, and ascertained in the
16 course of the Action including failure to pay overtime compensation, failure to pay minimum wages,
17 failure to provide compliant meal and rest breaks, failure to pay meal and rest period premiums, failure to
18 pay all wages owed at discharge or resignation; failure to timely pay wages during employment; failure to
19 provide complete and accurate wage statements; failure to keep complete and accurate payroll records;
20 failure to reimburse necessary business-related expenses; and violations of Labor Code sections 201, 202,
21 203, 204, 226(a), 226.3, 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2698, et seq., 2800, and
22 2802. (*Id.* at ¶ 5.3.)

23 7. FLORENCE & VIVA shall fully fund the Gross Settlement Amount, and also fund the
24 amounts necessary to fully pay FLORENCE & VIVA's share of payroll taxes by transmitting 50% of
25 the Gross Settlement amount to the Administrator no later than 30 days of Final Approval of this
26 Settlement, and the remaining 50% within 210 days of Final Approval or by November 1, 2025,
27 whichever is earlier.

28 8. The Court, for purposes of this Preliminary Approval Order, refers to all terms and

1 definitions as set forth in the Settlement Agreement.

2 9. The Court finds, for settlement purposes only, that the Settlement Class meets the
3 requirements for certification under California Code of Civil Procedure section 382 in that: (1)
4 the Settlement Class is so numerous that joinder is impractical; (2) there are questions of law and
5 fact that are common, or of general interest, to all Settlement Class Members, which predominate
6 over individual issues; (3) Plaintiff's claims are typical of the claims of the Settlement Class
7 Members; (4) Plaintiff and Class Counsel will fairly and adequately protect the interests of the
8 Settlement Class Members; and (5) a class action is superior to other available methods for the
9 fair and efficient adjudication of the controversy.

10 10. The Court appoints, for settlement purposes only, Plaintiff as the Class
11 Representative. The Court approves, on a preliminary basis, payment of a Class Representative
12 Service Payment from the Gross Settlement Amount of up to \$5,000.00 to Plaintiff, in addition to
13 the amount Plaintiff is eligible to receive as a Class Member, for his contributions and
14 participation in the litigation, for the risks and duties attendant to his role as the Class
15 Representative, and for his general release of claims, both known and unknown, and waiver of
16 section 1542 rights. To the extent the final amount awarded is less than the amount requested, the
17 remainder will be retained in the Net Settlement Amount for distribution to Participating Class
18 Members.

19 11. The Court appoints, for settlement purposes only, Plaintiff's Counsel Moon Law
20 Group, PC as Class Counsel. The Court approves, on a preliminary basis, Class Counsel's ability
21 to request attorneys' fees of up to 33.33% of the Gross Settlement Amount, as well as
22 reimbursement for actual costs not to exceed \$28,000.00. To the extent actual costs are less and/or
23 the final amounts awarded for fees and/or costs are less than the amounts requested, the remainder
24 will be retained in the Net Settlement Amount for distribution to Participating Class Members.

25 12. The Court appoints Apex Class Action Administrators as the Administrator with
26 payment from the Gross Settlement Amount for reasonable administration costs not to exceed
27 \$5,499.00, except upon a showing of good cause and as approved by the Court. To the extent
28 administration costs are less, the remainder will be retained in the Net Settlement Amount for

1 distribution to Participating Class Members. The Administrator shall perform services and duties
2 as provided for in the Settlement Agreement, including, but not limited to, mailing the Class
3 Notice via first-class U.S. Mail. Class Members shall not be required to submit a claim form in
4 order to receive individual settlement payments.

5 13. The Court approves, as to form and content, the Class Notice attached to the
6 Settlement Agreement as Exhibit A and attached hereto as **Exhibit A**. The Court finds, on a
7 preliminary basis, that the plan for distribution of the Class Notice satisfies due process, provides
8 the best notice practicable under the circumstances, and constitutes due and sufficient notice to all
9 persons entitled thereto.

10 14. The obligations set forth in the Settlement Agreement are deemed part of this
11 Preliminary Approval Order, and the Parties and Administrator are ordered to carry out the
12 Settlement Agreement according to its terms and provisions.

13 15. The Court orders the following Implementation Schedule:

14 Defendant to provide the Administrator 15 with the Class Data	Within 15 calendar days after preliminary approval is granted
16 Administrator to mail the Class Notice	17 Within 14 calendar days after receiving the Class Data
18 Response and Opt-Out Deadline	19 Within 60 calendar days after mailing (plus 14 calendar days for any re-mailed Notices)
20 Final Approval Motion Filing Deadline	21 At least 16 court days before the Final Approval Hearing:
22 Final Approval Hearing	23 April 2, 2025 1/26/26 11 a.m.

24
25 16. The Court reserves the right to continue the date of the Final Approval Hearing without
26 further notice to Class Members.

27 17. The Court further orders that, pending further order of this Court, all proceedings in this
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1 litigation, except those contemplated herein and in the Settlement Agreement, are stayed.

2 18. The Settlement Agreement is preliminarily approved but is not an admission by
3 Defendant of the validity of any claims in this class action, or of any wrongdoing by Defendant or of
4 any violation of law. Neither the Settlement Agreement nor any related document shall be offered or
5 received in evidence in any civil, criminal, or administrative action or proceeding other than as may
6 be necessary to consummate or enforce the Settlement Agreement.

7 **IT IS SO ORDERED.**

8 DATED: 08/15/2025



9 The Honorable William F. Highberger
10 Judge of the Superior Court, Los Angeles County

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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

<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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Apex Class Action Administration

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Irvine, CA 92618

Tel: (800) 355-0700

Fax: (949) 878-3536

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.