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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**COUNTY OF LOS ANGELES**

LUCKIE NUNEZ, individually and on behalf  
of others similarly situated, and as an  
aggrieved employee and Private Attorney  
General,

Plaintiff,

vs.

R.H. PETERSON CO., a California  
corporation; and DOES 1 through 50,  
inclusive,

Defendants.

Case No. 24STCV13019 (Lead Case)  
Consolidated with Case No.: 23STCV29113

*Assigned for all purposes to the Hon. Theresa  
M. Traber, Dept. 1*

**JOINT STIPULATION OF CLASS  
ACTION AND PAGA SETTLEMENT**

Complaint Filed: May 23, 2024  
FAC Filed: January 17, 2025  
Trial Date: None Set.

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**JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT**

This Joint Stipulation of Class Action and PAGA Settlement is entered into by and between Plaintiffs Luckie Nunez (“Plaintiff Nunez”), individually and on behalf of the Class, Plaintiff Elba Mancia (“Plaintiff Mancia”), individually and on behalf of the Class, and Defendant R.H. Peterson Co., a California corporation (“Defendant”).

**DEFINITIONS**

1. “Agreement” or “Settlement Agreement” means this Joint Stipulation of Class Action and PAGA Settlement.

2. “Action” means the court action, entitled “*Luckie Nunez v. R.H. Peterson Co., et al.*”, Lead Case No.: 24STCV13019, pending before the Los Angeles County Superior Court (“LASC”), and consolidated with the court action entitled *Elba Mancia v. R.H. Peterson Co., et al.*, LASC Case No.: 23STCV29113.

3. “Class Counsel” means Protection Law Group, LLP (“PLG”), Koul Law Firm, A.P.C. (“Koul Law”), and Majarian Law Group, APC (“MLG”).

4. “Class Counsel’s Fees and Costs” means attorneys’ fees for Class Counsel’s litigation and resolution of this Action and their expenses and costs incurred in connection with the Action, which shall be paid from the Gross Settlement Amount. Class Counsel will request attorneys’ fees not to exceed Thirty-Three and 1/3 Percent (33.3%) of the Gross Settlement Amount, which is currently estimated to be Four Hundred Sixty Thousand Seven Hundred Fifty Dollars and No Cents (\$460,750.00) and the reimbursement costs and expenses associated with the litigation and settlement of the Action, not to exceed Twenty-Five Thousand Dollars and No Cents (\$25,000.00), both of which are subject to the Court’s approval. Defendant has agreed not to oppose Class Counsel’s request for fees and reimbursement of costs and expenses in the amounts set forth above.

5. “Class List” means a complete list of all Class Members that Defendant will diligently and in good faith compile from their records and provide to the Settlement Administrator within twenty-one (21) calendar days after Preliminary Approval of this Settlement. The Class List will

1 be formatted in a readable Microsoft Office Excel spreadsheet and will include Class Member's:  
2 (1) full name; (2) last known home address; (3) last known telephone number; (4)  
3 social security number; (5) start and end dates of active employment of each Class Member; (6)  
4 total Workweeks worked by each Class Member during the Class Period; (7) total PAGA Pay  
5 Periods worked by each PAGA Member during the PAGA Period; and (8) any other information  
6 required by the Settlement Administrator in order to effectuate the terms of the Settlement. This is  
7 a material term of the Settlement, and if Defendant fails to comply, Plaintiffs shall have the right  
8 to void the Settlement.

9 6. "Class" or "Class Members" means all current and former hourly-paid, non-exempt  
10 employees of Defendant who worked for Defendant in the State of California at any time during  
11 the Class Period.

12 7. "Class Period" means the period from May 23, 2020, through October 27, 2025.

13 8. "Class Representatives" means Plaintiff Luckie Nunez and Plaintiff Elba Mancian  
14 in their capacity as representatives of the Participating Class Members.

15 9. "Plaintiffs' Service Payments" means the amount that the Court authorizes to be  
16 paid to Plaintiff Luckie Nunez and Plaintiff Elba Mancian, in addition to whatever monetary  
17 settlement Plaintiffs are entitled to recover from the Net Settlement Amount as Class Members, in  
18 recognition of the efforts and risks they have taken in assisting with the prosecution of the Action  
19 and in exchange for the General Release of their claims as provided herein. Defendant agrees not  
20 to oppose Plaintiffs' request for Service Payments up to Fifteen Thousand Dollars (\$15,000.00)  
21 each. Any amount of the Service Payments not approved by the Court shall become part of the Net  
22 Settlement amount.

23 10. "Court" means the Superior Court of the State of California for the County of Los  
24 Angeles.

25 11. "Defendant" means R.H. Peterson Co.

26 12. "Effective Date" means the date by when both of the following have occurred: (a)  
27 the Court enters a Judgment on its order granting Final Approval of the Settlement; and (b) the  
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1 Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no  
2 Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if  
3 one or more Participating Class Members objects to the Settlement, the day after the deadline for  
4 filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the  
5 day after the appellate court affirms the Judgment and issues a remittitur.

6 13. "Final Approval" means the Court entering an order granting final approval of the  
7 Settlement Agreement.

8 14. "Gross Settlement Amount" means the sum of One Million Three Hundred Eighty-  
9 Two Thousand Two Hundred Fifty Dollars and No Cents (\$1,382,250.00). The Gross Settlement  
10 Amount is non-reversionary; no portion of the Gross Settlement Amount will return to Defendant,  
11 and includes all: (1) payments to the Class; (2) Class Counsel's fees; (3) Class Counsel's costs;  
12 (4) Settlement Administration Costs; (5) Service Payments to Plaintiffs; (6) Payment of PAGA  
13 Penalties to the LWDA and PAGA Members; and (7) employee share of any applicable payroll  
14 taxes. The Gross Settlement Amount is exclusive of employer share of any applicable payroll  
15 taxes, and any such employer-side payroll taxes shall be paid by Defendant separately and in  
16 addition to the Gross Settlement Amount, to the extent required by law. The Gross Settlement  
17 Amount is based on Defendant's representation that the Class Members worked an estimated total  
18 of 48,500 workweeks during the Class Period. This is a material representation for Plaintiffs to  
19 enter into this agreement. The Gross Settlement Amount plus any applicable employer-side payroll  
20 taxes shall be the maximum amount Defendant is required to pay under the settlement.

21 15. "Individual Class Payment" means the amount payable to a Participating Class  
22 Member as calculated pursuant to Section 50(a) of this Agreement.

23 16. "Individual Settlement Payment" means the amount payable from the Net  
24 Settlement Amount to each Participating Class Member and any payment a PAGA Member is  
25 eligible to receive from the employee portion of the PAGA Payment. Individual Settlement  
26 Payments shall be paid by check made payable to Participating Class Members and/or PAGA  
27 Members. The amounts paid as wages shall be subject to all tax withholdings customarily made  
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1 from the employee’s wages and all other authorized and required withholdings. The amounts paid  
2 as penalties and interest shall be subject to all authorized and required withholdings other than the  
3 tax withholdings customarily made from employees’ wages. The Settlement Administrator will be  
4 responsible for issuing to Participating Class Members a form W-2 for amounts deemed “wages”  
5 and an IRS Form 1099 for the amounts deemed penalties and interest.

6 17. “Individual PAGA Payment” means the PAGA Member’s pro rata share of 25% of  
7 the PAGA Penalties, calculated according to the number of Workweeks worked during the PAGA  
8 Period. The Administrator will report the Individual PAGA Payment on IRS 1099 Forms.

9 18. “Judgment” means the judgment entered by the Court based upon the Final  
10 Approval.

11 19. “Net Settlement Amount” means the Gross Settlement Amount, less the following  
12 payments in the amounts approved by the Court: (1) Class Counsel’s fees, (2) Class Counsel’s  
13 costs, (3) Settlement Administration Costs, (4) Service Payments to Plaintiffs; and (5) the PAGA  
14 Penalties to be paid to the LWDA and PAGA Members.

15 20. “Notice” means the Notice of Class Action Settlement in a form substantially  
16 similar to the form attached hereto as Exhibit A and approved by the Court, in English and Spanish,  
17 providing a summary of the provisions of the Settlement, that will be mailed to Class Members’  
18 last known addresses. The Class Notice shall list the number of Workweeks worked by the Class  
19 Member during the Class Period and the estimated Individual Class Payment and/or Individual  
20 PAGA Payment each Class Member will receive if they participate in the Settlement. The Class  
21 Notice will also include instructions on how to opt-out of and object to the Settlement. The  
22 Settlement Administrator shall mail the Class Notice to Class Members via First Class U.S. Mail  
23 no later than fourteen (14) calendar days after receiving the Class List from Defendant.

24 21. “PAGA” means the California Labor Code Private Attorneys General Act of 2004  
25 (Cal. Lab. Code §§ 2698, *et seq.*, “PAGA”).

26 22. “PAGA Pay Period” means any pay period during which a PAGA Member worked  
27 for Defendant for at least one day during the PAGA Period.

1 23. “PAGA Penalties or PAGA Payment” means the total amount that the Parties have agreed  
2 to allocate to PAGA civil penalties in order to settle claims arising under the Private Attorneys  
3 General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*) (“PAGA”). The Parties have agreed that  
4 One Hundred Three Thousand Six Hundred Seventy Dollars (\$103,670.00) of the Gross  
5 Settlement Amount will be allocated to the resolution of Plaintiffs’ PAGA Claims. Seventy-Five  
6 Percent (75%) of this amount (\$77,752.50) will be paid to the California Labor and Workforce  
7 Development Agency (“LWDA”) in accordance with Labor Code §§ 2698 *et seq.* Twenty-Five  
8 Percent (25%) of this amount (\$25,917.50), will be paid to PAGA Members on a *pro rata* basis.  
9 PAGA Members will receive payment from the employee portion of the PAGA Payment  
10 regardless of their decision to participate in the class action if the PAGA Payment is approved by  
11 the Court. If the Court approves PAGA Penalties of less than the amount requested by the Parties,  
12 the Administrator will allocate the remainder to the Net Settlement Amount.

13 24. “PAGA Period” means the period from September 21, 2022, through October 27,  
14 2025.

15 25. “PAGA Members” means all current and former hourly-paid, non-exempt  
16 employees of Defendant who worked for Defendant in the state of California at any time during  
17 the PAGA Period.

18 26. “PAGA Notices” means the September 21, 2023, letter submitted to the LWDA by  
19 Plaintiff Elba Mancia and the November 4, 2024, letter submitted to the LWDA by Plaintiff Luckie  
20 Nunez.

21 27. “Parties” means Plaintiffs and Defendant, collectively, and “Party” shall mean  
22 either Plaintiff or Defendant, individually.

23 28. “Participating Class Members” means all Class Members who do not submit valid  
24 and timely Requests for Exclusion, regardless of whether the Participating Class Member actually  
25 receives the Notice or objects to the Settlement.

26 29. “Plaintiffs” means Luckie Nunez and Elba Mancia.  
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1           30.    “Preliminary Approval” means the Court order granting preliminary approval of  
2 the Settlement Agreement.

3           31.    “Objection” means a Participating Class Member’s valid and timely written  
4 objection to the Settlement Agreement. For an Objection to be valid, it must include: (a) the  
5 objector’s full name, address, telephone number, last four digits of the employees social security  
6 number or employee ID number and (b) the name of the case and case number; and (c) a written  
7 statement of all grounds for the objection accompanied by legal support, if any, for such objection.  
8 Class Members will be provided 45 days within which to submit objections. Class Members who  
9 wish to object will need to mail those objections to the Settlement Administrator only. Class  
10 Members will not be barred from appearing at the final approval hearing if they have not complied  
11 with the objection procedures for mailing objections to the Settlement Administrator. The  
12 Settlement Administrator shall provide counsel for the Parties with complete copies of all  
13 objections received, including the postmark dates or fax timestamps for each objection, within five  
14 (5) calendar days of receipt. Plaintiffs’ Counsel will provide copies of any objections and  
15 supporting documents to the Court at least ten (10) days before the Final Approval Hearing.

16           32.    “Released Class Claims” means claims, rights, demands, liabilities and causes of  
17 actions that are alleged, or that reasonably could have been alleged, based on the facts asserted in  
18 the operative complaints in the Action including, but not limited to, the following claims: (i) failure  
19 to pay all regular wages, minimum wages and overtime wages due; (ii) failure to provide meal  
20 periods or compensation in lieu thereof; (iii) failure to provide rest periods or compensation in lieu  
21 thereof; (iv) failure to provide complete, itemized, and accurate wage statements; (v) failure to  
22 provide timely pay wages during employment; (vi) failure to reimburse business-related expenses;  
23 (vii) failure to provide cool-down rest periods; (viii) failure to provide safe working conditions;  
24 and (ix) unfair business practices that could have been premised on the facts pled in the operative  
25 complaints. The Release of Class Claims shall apply to claims arising during the Class Period.

26           33.    “Released PAGA Claims” means all claims for civil penalties under the California  
27 Labor Code Private Attorneys General Act of 2004 that were alleged, or reasonably could have  
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1 been alleged, based on the facts alleged both in the PAGA Notices provided to the LWDA and in  
2 the operative complaints, including but not limited to any and all claims based on such facts  
3 involving any alleged failure to pay minimum wages or overtime, failure to provide meal and rest  
4 periods, failure to provide accurate wage statements, failure to pay all wages due at separation,  
5 and failure to reimburse business expenses, including Labor Code sections 201, 202, 203, 210,  
6 216, 223, 225.5, 226, 226.3, 226.7, , 256, , 510, 512, 558, 558.1, 1174, 1194, 1197, 1197.1, 1198,  
7 1198.5, 1199, 2699, 2699.3, 2802, 2810.5. This release shall apply to claims arising during the  
8 PAGA Period.

9 34. “Released Parties” means Defendant R.H. Peterson Co. and each of its past, present  
10 and/or future, direct and/or indirect, officers, directors, members, managers, agents,  
11 representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent  
12 companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint  
13 venturers.

14 35. “Request for Exclusion” means a valid and timely written statement submitted by  
15 a Class Member requesting to be excluded from the settlement of the Released Class Claims. To  
16 be effective, the Request for Exclusion must contain (a) the Class Member’s name, address,  
17 telephone number, and the last four digits of the Class Member’s Social Security number and/or  
18 the Employee ID number and (b) a clear statement requesting to be excluded from the settlement  
19 of the class claims. The Request for Exclusion shall not be effective as to the release of claims  
20 arising under PAGA.

21 36. “Response Deadline” means the date forty-five (45) days after the Settlement  
22 Administrator mails Notice to Class Members and the last date on which Class Members may  
23 submit Requests for Exclusion, written objections to the Settlement, or Workweek Disputes. In the  
24 event the 45th day falls on a Sunday or Federal holiday, the Response Deadline will be extended  
25 to the next day on which the U.S. Postal Service is open. The Response Deadline for Requests for  
26 Exclusion, Objections, or Workweek disputes, will be extended fifteen (15) calendar days for any  
27 Class Member who is re-mailed a Notice by the Settlement Administrator, unless the 15th day falls  
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1 on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next  
2 day on which the U.S. Postal Service is open. The Response Deadline may also be extended by  
3 express agreement between Class Counsel and Defendant. Under no circumstances, however, will  
4 the Settlement Administrator have the authority to unilaterally extend the Response Deadline.

5 37. “Settlement” means the disposition of the Action pursuant to this Agreement.

6 38. “Settlement Administrator” means Apex Class Action Administration. The Parties  
7 and their counsel each represent that they do not have any financial interest in the Settlement  
8 Administrator or otherwise have a relationship with the Settlement Administrator that could create  
9 a conflict of interest..

10 39. “Settlement Administration Costs” mean the costs payable from the Gross  
11 Settlement Amount to the Settlement Administrator, subject to court approval, for administering  
12 this Settlement, including, but not limited to, printing, distributing, and tracking documents for  
13 this Settlement, calculating/confirming the class member Workweeks from the information  
14 contained in the Class List, calculating each Participating Class Member’s Individual Class  
15 Payment, calculating the Individual PAGA Payment, tax reporting, distributing the Gross  
16 Settlement Amount, providing necessary reports and declarations, and other duties and  
17 responsibilities set forth herein to process this Settlement, and as requested by the Parties.  
18 Settlement Administration Costs shall not exceed Seven Thousand Nine Hundred Ninety Dollars  
19 (\$7,990.00). To the extent that Settlement Administration costs are ultimately less than the amount  
20 of the quote provided by the selected Settlement Administrator, the remainder shall become part  
21 of the Net Settlement Amount.

22 40. “Workweek” shall mean any calendar week (i.e. a week beginning on Sunday and  
23 ending on Saturday) in which a Class Member or PAGA Member worked at least 1 day.

24 **TERMS OF AGREEMENT**

25 41. Settlement Consideration: Defendant shall fund the Gross Settlement Amount and  
26 all applicable employer-side payroll taxes following Final Approval by the Court and the  
27 occurrence of the Effective Date. The following will be paid out of the Gross Settlement Amount:

1 the sum of the Individual Class Payments, Plaintiffs’ Service Payments, Class Counsel’s Fees and  
 2 Costs, the PAGA Penalties Payment, and the Settlement Administration Costs, as specified in this  
 3 Agreement. Except for any employer-side taxes due on the Individual Class Payments, or as a  
 4 result of an increase in the number of workweeks as set forth below, Defendant shall not be  
 5 required to pay more than the Gross Settlement Amount. The Gross Settlement Amount is non-  
 6 reversionary; no portion of the Gross Settlement Amount will revert to Defendant.

7 42. Potential Increase to the Gross Settlement Amount: Defendant has represented  
 8 there are approximately 48,500 Workweeks within the Class Period. Should the actual number of  
 9 Workweeks increase by more than ten percent (10%) (i.e. by more than 4,850 Workweeks)  
 10 Defendant shall have the option to either: (i) increase the Gross Settlement Amount on a *pro-rata*  
 11 basis equal to the percentage increase in the number of Workweeks worked by the Class Members  
 12 above 10% (for example, if the number of Workweeks increases by 11%, the Gross Settlement  
 13 Amount will increase by 1%); or (ii) cut off the Class Period end date when it exceeds 53,350  
 14 Workweeks. In the event Defendant elects to cut off the end of the Class Period, the Parties shall  
 15 notify the Court and obtain an order setting forth the amended Class Period prior to sending Notice  
 16 to the Class.

17 43. Funding of the Gross Settlement Amount: Within thirty (30) calendar days of the  
 18 Effective Date of the Settlement, Defendant will deposit the Gross Settlement Amount and all  
 19 applicable employer-side payroll taxes into a Qualified Settlement Fund (“QSF”) to be established  
 20 by the Settlement Administrator. Defendant shall provide all information necessary for the  
 21 Settlement Administrator to calculate necessary payroll taxes including its official name, 8-digit  
 22 state unemployment insurance tax ID number, and other information requested by the Settlement  
 23 Administrator, no later than seven (7) calendar days of the Effective Date.

24 44. Distribution of the Gross Settlement Amount: Within fourteen (14) calendar days  
 25 of the funding of the Settlement, the Settlement Administrator will issue payments for: (a)  
 26 Individual Class Payments and Individual PAGA Payments; (b) the PAGA Payment to the Labor  
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1 and Workforce Development Agency; (c) the Plaintiffs' Service Payment; (d) Class Counsel's  
2 Fees and Costs and (e) Settlement Administration Costs.

3 45. Attorneys' Fees and Costs: Defendant agrees not to oppose any application or  
4 motion by Class Counsel for attorneys' fees of not more than Four Hundred Sixty Thousand Seven  
5 Hundred Fifty Dollars and No Cents (\$460,750.00) plus the reimbursement of costs and expenses  
6 associated with the litigation and settlement of the Action, in an amount not to exceed Twenty-  
7 Five Thousand Dollars (\$25,000.00), both of which will be paid from the Gross Settlement  
8 Amount. Any portion of the requested fees or costs that is not awarded to the Class Counsel shall  
9 be reallocated to the Net Settlement Amount and distributed to Participating Class Members as  
10 provided in this Agreement. Released Parties shall have no liability to Class Counsel or any other  
11 Plaintiff's counsel arising from any claim to any portion of any Class Counsel's Fees and Costs.  
12 The Settlement Administrator will pay the Class Counsel Fees and Costs as approved by the Court  
13 using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for  
14 taxes owed on the Class Counsel Fees and Costs payment and holds Released Parties harmless,  
15 and indemnifies Released Parties, from any dispute or controversy regarding any division or  
16 sharing of any of these payments.

17 46. Plaintiffs' Service Payments: Defendant agrees not to oppose or object to any  
18 application or motion by Plaintiffs for Class Representative Service Payments of up to Fifteen  
19 Thousand Dollars (\$15,000) each. Plaintiffs' Service Payments are in exchange for the General  
20 Release of the Plaintiffs' individual claims and for their time, effort and risk in bringing and  
21 prosecuting the Action. Any portion of the requested Plaintiffs' Service Payments that is not  
22 awarded to the Class Representatives shall be reallocated to the Net Settlement Amount and  
23 distributed to Participating Class Members as provided in this Agreement.

24 47. Settlement Administration Costs: The Settlement Administrator will be paid for the  
25 reasonable costs of administration of the Settlement and distribution of payments from the Gross  
26 Settlement Amount as further set forth in this Agreement. Settlement Administration Costs shall  
27 not exceed Seven Thousand Nine Hundred Ninety Dollars (\$7,990.00).

1           48.    PAGA Payment: One Hundred Three Thousand Six Hundred Seventy Dollars  
 2 (\$103,670.00) shall be allocated from the Gross Settlement Amount for settlement of claims for  
 3 civil penalties under the PAGA. The Settlement Administrator shall pay Seventy-Five percent  
 4 (75%) of the PAGA Payment, or Seventy-Seven Thousand Seven Hundred Fifty-Two Dollars and  
 5 Fifty Cents (\$77,752.50), to the California Labor and Workforce Development Agency  
 6 (“LWDA”). Twenty-Five percent (25%) of the PAGA Payment, or Twenty-Five Thousand Nine  
 7 Hundred Seventeen Dollars and Fifty Cents (\$25,917.50), will be paid to PAGA Members on a  
 8 *pro rata* basis based on the total number of Workweeks worked by each PAGA Member during  
 9 the PAGA Period (each, an “Individual PAGA Payment”). PAGA Members shall receive their  
 10 Individual PAGA Payment regardless of their decision to opt-out of the class settlement.

11           49.    Net Settlement Amount for Payment of Class Claims: The Net Settlement Amount  
 12 will be used to satisfy the class portion of Participating Class Members Individual Class Payments  
 13 in accordance with the terms of this Agreement. The estimated Net Settlement Amount is as  
 14 follows:

Gross Settlement Amount:	\$ 1,382,250.00
Plaintiff Luckie Nunez’s Service Payment:	\$ 15,000.00
Plaintiff Elba Mancian’s Service Payment:	\$ 15,000.00
Class Counsel’s Fees:	\$ 460,750.00
Class Counsel’s Costs:	\$ 25,000.00
PAGA Payment:	\$ 103,670.00
Settlement Administration Costs:	\$ 7,990.00
<b>Estimated Net Settlement Amount:</b>	<b>\$ 754,840.00</b>

23           50.    Individual Settlement Payment Calculations: Individual Class Payments will be  
 24 paid from the Net Settlement Amount and the 25% portion of the PAGA Payment allocated for  
 25 PAGA Members and shall be paid pursuant to the formula set forth herein:

26                   a)    Calculation of Individual Class Payments: The Settlement  
 27 Administrator will calculate the total Workweeks for all Participating Class Members by adding  
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1 the number of Workweeks worked by each Participating Class Member during the Class Period.  
2 The respective Workweeks for each Participating Class Member will be divided by the total  
3 Workweeks for all Participating Class Members, resulting in the Payment Ratio for each  
4 Participating Class Member. Each Participating Class Member's Payment Ratio will then be  
5 multiplied by the Net Settlement Amount to calculate each Participating Class Member's estimated  
6 share of the Net Settlement Amount (the "Individual Class Payment"). The Individual Class  
7 Payments estimate indicated on the Notice are subject to change, depending on factors including  
8 how many Class Members become Excluded Class Members (resulting in their individual  
9 Workweeks being removed from the final Class Workweeks, thereby increasing each Participating  
10 Class Member's final Individual Class Payment).

11 b) Calculation of PAGA Portion of Individual Settlement Payments:

12 The Settlement Administrator will calculate the total Workweeks for all PAGA Members by  
13 adding the number of Workweeks worked by each PAGA Member during the PAGA Period. The  
14 respective Workweeks for each PAGA Member will be divided by the total Workweeks for all  
15 PAGA Members, resulting in the Payment Ratio for each PAGA Member. Each PAGA Member's  
16 Payment Ratio will then be multiplied by the employee portion of the PAGA Payment to calculate  
17 each PAGA Member's estimated Individual PAGA Payment. PAGA Members shall receive their  
18 Individual PAGA Payment regardless of whether they properly and timely deliver a Request for  
19 Exclusion to the Settlement Administrator.

20 c) Allocation of Individual Class and Individual PAGA Payments:

21 Each Individual Class Payment will be allocated as follows: twenty percent (20%) of each  
22 Individual Class Payment will be allocated as wages, forty percent (40%) shall be allocated as  
23 interest, and forty percent (40%) shall be allocated as penalties. Each Individual PAGA Payment  
24 will be allocated 100% as Penalties. The portion of the Individual Class Payment allocated to wages  
25 will be reported by the Settlement Administrator on an IRS Form W-2. The remaining non-wage  
26 payments will be reported on an IRS Form-1099 by the Settlement Administrator.

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

8 52. Settlement Administration Process: The Parties agree to cooperate in the  
9 administration of the Settlement and to make all reasonable efforts to control and minimize the  
10 costs and expenses incurred in administration of the Settlement. The Settlement Administrator will  
11 provide the following services:

- 12 a) Establish and maintain a Qualified Settlement Fund.
- 13 b) Calculate the Individual Class Payment each Participating Class Member is  
14 eligible to receive and the Individual PAGA Payment each PAGA Member  
15 shall receive.
- 16 c) Translate the Notice from English to Spanish and print and mail the Notice.
- 17 d) Assist Class Members who have questions regarding the Notice.
- 18 e) Conduct additional address searches for mailed Notices that are returned as  
19 undeliverable.
- 20 f) Calculate Participating Class Members' Individual Settlement Payments,  
21 process any Requests for Exclusion, and field inquiries from Class  
22 Members.
- 23 g) Calculate and make all payments on behalf of Defendant required pursuant  
24 to the Settlement Agreement, including but not limited to, FICA, FUTA,  
25 and SDI contributions and the employer's portion of all payroll taxes, which  
26 shall be made from the Class Settlement Amount
- 27 h) Print and issue Settlement Payment Checks, prepare IRS W2 and 1099 Tax  
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1 Forms and any other filings required by any governmental taxing authority.  
2 Basic accounting for and payment of employee tax withholdings and  
3 forwarding all payroll taxes and penalties to the appropriate government  
4 authorities will also be included as part of this service.

5 i) Provide declarations and/or other information to this Court as requested by  
6 the Parties and/or the Court regarding the Settlement Administration  
7 Process pursuant to all deadlines established by the Court or directed by the  
8 counsel for the Parties.

9 j) Provide weekly status reports to counsel for the Parties.

10 k) Post a notice of final judgment online at Settlement Administrator's  
11 website.

12 l) Transfer unclaimed funds to the State Controller's office following the  
13 expiration of the settlement payments.

14 m) The Settlement Administrator must maintain the Class Data in confidence,  
15 use the Class Data only for purposes of this Settlement and for no other  
16 purpose, and restrict access to the Class Data to Settlement Administrator  
17 employees who need to access the Class Data to effect and perform under  
18 this Agreement. Nothing in this provision shall prohibit or prevent the  
19 Settlement Administrator from providing settlement calculations—in  
20 redacted form only—to the Parties for review and verification prior to  
21 mailing Notice to the class.

22 53. Delivery of the Class List: Within twenty-one (21) calendar days of Preliminary  
23 Approval, Defendant will provide the Class List to the Settlement Administrator. This is a material  
24 term of the Agreement, and if Defendant fails to comply, Plaintiffs shall have the right to void the  
25 Agreement.

26 54. Notice by First-Class U.S. Mail: Within fourteen (14) calendar days after receiving  
27 the Class List from Defendant, the Settlement Administrator will mail the Notice to all Class  
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1 Members via regular First-Class U.S. Mail, using the most current, known mailing addresses  
 2 identified in the Class List.

3 55. Confirmation of Contact Information in the Class List: Prior to mailing, the  
 4 Settlement Administrator will perform a search based on the National Change of Address Database  
 5 for information to update and correct for any known or identifiable address changes. Any Notice  
 6 returned to the Settlement Administrator as non-deliverable on or before the Response Deadline  
 7 will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto  
 8 and the Settlement Administrator will indicate the date of such re-mailing on the Notice. If no  
 9 forwarding address is provided, the Settlement Administrator will promptly attempt to determine  
 10 the correct address using a skip-trace, or other search using the name, address and/or Social  
 11 Security number of the Class Member involved, and will then perform a single re-mailing. If any  
 12 notice sent to a Class Member by the Settlement Administrator is returned as undeliverable to a  
 13 current employee, then Defendant shall make all reasonable efforts to obtain the current address  
 14 from the Class Member and provide the same within seven (7) calendar days of notice from the  
 15 Settlement Administrator. Those Class Members who receive a re-mailed Notice, whether by skip-  
 16 trace or by request, will have between the later of (a) an additional fifteen (15) calendar days or  
 17 (b) the Response Deadline to postmark a Request for Exclusion, Objection, or Workweek dispute.

18 56. Notice: All Class Members will be mailed a Notice in both English and Spanish  
 19 containing the Form attached as Exhibit A as approved by the Court. Each Notice will provide: (a)  
 20 a summary of the provisions of the Settlement; (b) the total number of Workweeks each respective  
 21 Class Member worked for Defendant during the Class Period and PAGA Period; (c) each Class  
 22 Member's estimated Individual Settlement Payment and the formula for calculating Individual  
 23 Class Payments and Individual PAGA Payments; (d) the dates which comprise the Class Period  
 24 and the PAGA Period; (e) instructions on how to opt-out of and object to the Class Portion of the  
 25 Settlement; (f) the deadlines by which the Class Member must postmark Requests for Exclusion,  
 26 Objections to the Settlement, or Workweek Disputes; (g) the claims to be released, as set forth  
 27 herein; and (h) the date for the final approval hearing.

1           57.    Disputed Information on Notice: Class Members will have an opportunity to  
 2 dispute the information provided in their Notice by the Response Deadline. To the extent Class  
 3 Members dispute the number of Workweeks with which they have been credited or the amount of  
 4 their Individual Settlement Payment, Class Members may produce evidence to the Settlement  
 5 Administrator showing that such information is inaccurate. Absent evidence rebutting Defendant’s  
 6 records, Defendant’s records will be presumed determinative. However, if a Class Member  
 7 produces evidence to the contrary by the Response Deadline, the Parties will evaluate the evidence  
 8 submitted by the Class Member and will make a decision as to the number of eligible Workweeks  
 9 that should be applied and/or the Individual Settlement Payment to which the Class Member may  
 10 be entitled. If the Parties and the Class Member disagree the dispute shall be submitted to the  
 11 Court. The Settlement Administrator shall promptly provide copies of all challenges to calculation  
 12 of Workweeks to Defendant’s Counsel and Class Counsel.

13           58.    Defective Submissions: If a Class Member’s Request for Exclusion is defective as  
 14 to the requirements listed herein, that Class Member will be given an opportunity to cure the  
 15 defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3)  
 16 business days of receiving the defective submission to advise the Class Member that his or her  
 17 submission is defective and that the defect must be cured to render the Request for Exclusion valid.  
 18 The Class Member will have until the later of (a) the Response Deadline or (b) ten (10) calendar  
 19 days from the date of the cure letter, whichever date is later, to postmark a revised Request for  
 20 Exclusion. If a Class Member responds to a cure letter by filing a defective claim, then the  
 21 Settlement Administrator will have no further obligation to give notice of a need to cure. If the  
 22 revised Request for Exclusion is not postmarked within that period, it will be deemed untimely.

23           59.    Request for Exclusion Procedures: Class members will be provided 45 days within  
 24 which to submit requests for exclusion. Any Class Member wishing to opt-out from the release of  
 25 the Released Class Claims must sign and postmark a written Request for Exclusion to the  
 26 Settlement Administrator by the Response Deadline. The Request for Exclusion must include (a)  
 27 the Class Member’s name, address, telephone number, and the last four digits of the Class  
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1 Member’s Social Security number and/or the Employee ID number and (b) a clear statement  
 2 requesting to be excluded from the settlement of the class claims. The date of the postmark on the  
 3 return mailing envelope receipt confirmation will be the exclusive means to determine whether a  
 4 Request for Exclusion has been timely submitted. All Requests for Exclusion will be submitted to  
 5 the Settlement Administrator, who will certify jointly to Class Counsel and Defendant’s Counsel  
 6 the Requests for Exclusion that were timely submitted. Class Members who timely and properly  
 7 submit a request for exclusion are defined as “Excluded Class Members” and shall not receive an  
 8 Individual Class Payment or have the right to object to the class action components of the  
 9 Settlement. All Class Members who do not request exclusion from the Action will be bound by all  
 10 terms of the Settlement Agreement if the Settlement is granted final approval by the Court. The  
 11 Request for Exclusion shall not be effective as to the release of claims arising under the PAGA.

12         60.     Defendant’s Right to Rescind: If ten percent (10%) or more of the Class Members  
 13 (rounded to the next whole number) elect not to participate in the Settlement by properly and  
 14 timely filing a Request for Exclusion, Defendant may, at its election, rescind the Settlement  
 15 Agreement and all actions taken in furtherance of it will be thereby null and void. Defendant must  
 16 meet and confer with Class Counsel prior to exercising this right and must make clear their intent  
 17 to rescind the Agreement within fourteen (14) calendar days of the Settlement Administrator  
 18 notifying the Parties of these opt-outs. If Defendant exercises its right to rescind the Agreement,  
 19 Defendant shall be responsible for all Settlement Administration Costs incurred to the date of  
 20 rescission.

21         61.     Settlement Terms Bind All Class Members Who Do Not Opt-Out: Upon the  
 22 complete funding of the Gross Settlement Amount, any Class Member who does not affirmatively  
 23 opt-out of the Settlement by submitting a timely and valid Request for Exclusion will be bound by  
 24 all of its terms, including those pertaining to the Released Class Claims, as well as any Judgment  
 25 that may be entered by the Court if it grants final approval to the Settlement. Class Members who  
 26 opt out of the Settlement shall not be bound by such Judgment or the Class Release. However, the  
 27 opt-out shall not be effective as to the release of claims arising under the Private Attorneys General  
 28

1 Act. The names of Class Members who have opted out of the settlement shall be disclosed to the  
2 Counsel for both Plaintiffs and Defendant and noted in the proposed Judgment submitted to the  
3 Court.

4 62. Objection Procedures: Only Participating Class Members may object to the class  
5 action components of the Settlement. To object to the Class portion of the Settlement, a  
6 Participating Class Member must postmark a valid Objection to the Settlement Administrator on  
7 or before the Response Deadline. The Objection must be signed by the Participating Class Member  
8 and contain all information required by this Settlement Agreement including the employees full  
9 name, address, telephone number, the last four digits of their social security number and/or  
10 Employee ID number, the name of the case and case number, and the specific reason including  
11 any legal grounds for the Participating Class Members objection. The postmark date will be  
12 deemed the exclusive means for determining that the Notice of Objection is timely. Participating  
13 Class Members who fail to object in the manner specified above will be foreclosed from making  
14 a written objection but shall still have a right to appear at the Final Approval Hearing in order to  
15 have their objections heard by the Court. At no time will any of the Parties or their counsel seek  
16 to solicit or otherwise encourage Participating Class Members to submit written objections to the  
17 Settlement or appeal from the Order and Judgment. Class Counsel will not represent any Class  
18 Members with respect to any objections to this Settlement.

19 63. Certification Reports Regarding Individual Settlement Payment Calculations: The  
20 Settlement Administrator will provide Defendant’s Counsel and Class Counsel a weekly report  
21 which certifies: (a) the number of Class Members who have submitted valid Requests for  
22 Exclusion; (b) the number of Notices returned and re-mailed and (c) whether any Class Member  
23 has submitted a challenge to any information contained in the Notice. Additionally, the Settlement  
24 Administrator will provide to counsel for both Parties any updated reports regarding the  
25 administration of the Settlement Agreement as needed or requested.

26 64. Uncashed Settlement Checks: Any checks issued by the Settlement Administrator  
27 to Participating Class Members and PAGA Members will be negotiable for at least one hundred  
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1 eighty (180) calendar days. If a Participating Class Member or PAGA Member does not cash his  
2 or her Settlement Check or PAGA payment check within 180 days, the uncashed funds, subject to  
3 Court approval, shall be distributed to the Controller of the State of California to be held pursuant  
4 to the Unclaimed Property Law, California Civil Code §1500, *et. seq.* for the benefit of those  
5 Participating Class Members and PAGA Members who did not cash their checks until such time  
6 that they claim their property. The Parties agree that this disposition results in no “unpaid residue”  
7 under California Civil Procedure Code § 384, as the entire Net Settlement Amount will be paid  
8 out to Participating Class Members and the entire 25% portion of the PAGA Payment will be paid  
9 out to the PAGA Members, whether or not they all cash their Settlement Checks or PAGA payment  
10 checks. Therefore, Defendant will not be required to pay any interest on such amounts. The  
11 Individual Settlement Payments provided to Participating Class Members and to PAGA Members  
12 shall prominently state the expiration date or a statement that the Settlement Check will expire in  
13 one hundred eighty (180) days, or alternatively, such a statement may be made in a letter  
14 accompanying the Individual Settlement Payment. Expired Individual Settlement Payments will  
15 not be reissued, except for good cause and as mutually agreed by the Parties in writing. The parties  
16 agree no unclaimed funds will result from the settlement.

17 65. Administration of Taxes by the Settlement Administrator: The Settlement  
18 Administrator will be responsible for issuing to Plaintiffs, Participating Class Members, PAGA  
19 Members, and Class Counsel any W-2, 1099, or other tax forms as may be required by law for all  
20 amounts paid pursuant to this Settlement. The Settlement Administrator will also be responsible  
21 for forwarding all payroll taxes and penalties to the appropriate government authorities.

22 66. Tax Liability: Defendant makes no representation as to the tax treatment or legal  
23 effect of the payments called for hereunder, and Plaintiffs and Participating Class Members are  
24 not relying on any statement, representation, or calculation by Defendant or by the Settlement  
25 Administrator in this regard. Plaintiffs and Participating Class Members understand and agree that  
26 they will be solely responsible for the payment of any taxes and penalties assessed on the payments  
27 described herein. Defendant’s share of any employer payroll taxes and other required employer  
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1 withholdings due on the Individual Settlement Payments, including, but not limited to, Defendant's  
2 FICA and FUTA contributions, shall be paid separate and apart from the Gross Settlement  
3 Amount.

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

20 68. No Prior Assignments: The Parties and their counsel represent, covenant, and  
21 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to  
22 assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand,  
23 action, cause of action or right herein released and discharged.

24 69. Release by Participating Class Members: After the Judgment is final and upon the  
25 complete funding of the Gross Settlement Amount and all applicable employer-side payroll taxes  
26 by Defendant, Participating Class Members shall fully release and discharge the Released Parties  
27 from the Released Class Claims that arose during the Class Period. This release shall be binding  
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1 on all Participating Class Members.

2 70. Release by the PAGA Members, State of California and LWDA: After the  
3 Judgment is final and upon the complete funding of the Gross Settlement Amount and all  
4 applicable employer-side payroll taxes by Defendant, all PAGA Members, the LWDA and the  
5 State of California, through Plaintiffs as its agents and/or proxies, shall release and discharge the  
6 Released Parties from the Released PAGA Claims that arose during the PAGA Period. The Parties  
7 intend for this PAGA settlement to have claim preclusion, issue preclusion, or otherwise bar a  
8 representative action if an aggrieved employee (as defined by PAGA) were to bring a subsequent  
9 claim on behalf of the LWDA based on the same factual predicate as this action and covering the  
10 same time period.

11 71. Release of Additional Claims & Rights by Plaintiffs: After the Judgment is final,  
12 and upon the complete funding of the Gross Settlement Amount and all applicable employer-side  
13 payroll taxes, Plaintiffs agree—on behalf of themselves only—to the additional following General  
14 Release: In consideration of Defendant’s promises and agreements as set forth herein, Plaintiffs  
15 hereby fully release the Released Parties from any and all Released Class Claims and Released  
16 PAGA Claims and also generally release and discharge the Released Parties from any and all  
17 claims, demands, obligations, causes of action, rights, or liabilities of any kind which have been  
18 or could have been asserted against the Released Parties arising out of or relating to their  
19 employment by Defendant or termination thereof, including but not limited to claims for wages,  
20 restitution, penalties, retaliation, defamation, discrimination, harassment or wrongful termination  
21 of employment. This release specifically includes any and all claims, demands, obligations and/or  
22 causes of action for damages, restitution, penalties, interest, and attorneys’ fees and costs (except  
23 provided by the Settlement Agreement) relating to or in any way connected with the matters  
24 referred to herein, whether or not known or suspected to exist, and whether or not specifically or  
25 particularly described herein. Specifically, Plaintiffs waive all rights and benefits afforded by  
26 California Civil Code Section 1542, which provides:

27 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE  
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1 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO  
2 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE  
3 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE  
4 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE  
5 DEBTOR OR RELEASED PARTY.

6 This release specifically excludes claims for unemployment insurance, disability, social  
7 security, and workers compensation (with the exception of claims arising pursuant to California  
8 Labor Code Sections 132(a) and 4553).

9 72. Neutral Employment Reference: Defendant agrees that it will adopt a neutral  
10 reporting policy regarding any future employment references related to Plaintiffs. In the event that  
11 any potential or future employers of Plaintiffs request a reference regarding Defendant's  
12 employment of Plaintiffs, Defendant shall only provide the requested Plaintiffs' dates of  
13 employment and job titles during employment. Defendant shall not refer to the Action or this  
14 Settlement

15 73. Nullification of Settlement Agreement: In the event that: (a) the Court does not  
16 finally approve the Settlement as provided herein; (b) the Court strikes or does not approve any  
17 material term of this Settlement Agreement; or (c) the Settlement does not become final as written  
18 and agreed to by the Parties for any other reason, then this Settlement Agreement, and any  
19 documents generated to bring it into effect, will be null and void, all amounts deposited into the  
20 QSF will be returned to Defendant, and the Parties shall be returned to their original respective  
21 positions. Any order or judgment entered by the Court in furtherance of this Settlement Agreement  
22 will likewise be treated as void from the beginning. Should the Court fail to approve this settlement  
23 for any reason, the Parties agree that they will return to and attend mediation with a mutually  
24 agreed Mediator in an effort to reach a settlement that may be approved by the Court.

25 74. Preliminary Approval Hearing: Plaintiffs will obtain a hearing before the Court to  
26 request Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary  
27 Approval Order for: (a) conditional certification of the Class for settlement purposes only, (b)

1 Preliminary Approval of the proposed Settlement Agreement, and (c) setting a date for a Final  
 2 Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for the  
 3 Notice to be sent to all Class Members as specified herein. In conjunction with the Preliminary  
 4 Approval hearing, Plaintiffs will submit this Agreement, which sets forth the terms of the  
 5 Settlement, and will include the proposed Notice attached as Exhibit A. Defendant agrees that it  
 6 will not oppose Plaintiffs’ motion for Preliminary Approval. Any failure by the Court to fully and  
 7 completely approve the Agreement as to the Action will result in this Settlement Agreement and  
 8 the Memorandum of Understanding entered into by the Parties, and all obligations under this  
 9 Settlement Agreement and the Memorandum of Understanding being nullified and voided. Class  
 10 Counsel will prepare and deliver all documents necessary for obtaining Preliminary approval at  
 11 least five court days prior to filing, and will endeavor to file such documents within 30 days after  
 12 full execution of this Agreement.

13         75.     Final Settlement Approval Hearing and Entry of Judgment: Upon expiration of the  
 14 deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and with  
 15 the Court’s permission, a Final Approval/Settlement Fairness Hearing will be conducted to  
 16 determine the Final Approval of the Settlement Agreement along with the amounts properly  
 17 payable for: (a) Individual Settlement Payments; (b) the Attorneys’ Fees and Costs; (c) the  
 18 Plaintiffs’ Service Payments; and (d) the Settlement Administration Costs. Class Counsel will be  
 19 responsible for drafting all documents necessary to obtain Final Approval. Any failure by the Court  
 20 to fully and completely approve the Settlement Agreement as to all of the Action, or the entry of  
 21 any Order by another Court with regard to any of the Action which has the effect of modifying  
 22 material terms of this Agreement or preventing the full and complete approval of the Settlement  
 23 Agreement as written and agreed to by the Parties, will result in this Agreement and all obligations  
 24 under this Agreement being null and void. Defendant agrees it shall not oppose the granting of the  
 25 Motion for Final Approval, provided Defendant has not exercised its right to rescind pursuant to  
 26 the terms of this Agreement.

27         76.     Judgment and Continued Jurisdiction: Upon Final Approval of the Settlement by  
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1 the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the  
2 Judgment to the Court for its approval. After entry of the Judgment, the Court will have continuing  
3 jurisdiction solely for purposes of addressing: (a) the interpretation and enforcement of the terms  
4 of the Settlement, (b) Settlement administration matters, and (c) such post-Judgment matters as  
5 may be appropriate under court rules or as set forth in this Settlement.

6 77. Exhibits Incorporated by Reference: The terms of this Settlement include the terms  
7 set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth  
8 herein. Any Exhibits to this Settlement are an integral part of the Settlement.

9 78. Entire Agreement: This Settlement Agreement and any attached Exhibits constitute  
10 the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral  
11 agreements may be deemed binding on the Parties.

12 79. Amendment or Modification: This Settlement Agreement may be amended or  
13 modified only by a written instrument signed by counsel for all Parties or their successors-in-  
14 interest and approved by the Court.

15 80. Authorization to Enter Into Settlement Agreement: Counsel for all Parties warrant  
16 and represent they are expressly authorized by the Parties whom they represent to negotiate this  
17 Settlement Agreement and to take all appropriate action required or permitted to be taken by such  
18 Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other  
19 documents required to effectuate the terms of this Settlement Agreement. The Parties and their  
20 counsel will cooperate with each other and use their best efforts to affect the implementation of  
21 the Settlement. If the Parties are unable to reach agreement on the form or content of any document  
22 needed to implement the Settlement, or on any supplemental provisions that may become  
23 necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court  
24 to resolve such disagreement.

25 81. Binding on Successors and Assigns: This Settlement Agreement will be binding  
26 upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously  
27 defined.

1           82.    California Law Governs: All terms of this Settlement Agreement and Exhibits  
2 hereto will be governed by and interpreted according to the laws of the State of California.

3           83.    Execution and Counterparts: This Settlement Agreement is subject only to the  
4 execution of all Parties. However, the Settlement Agreement may be executed in one or more  
5 counterparts. All executed counterparts and each of them, including facsimile and scanned copies  
6 of the signature page, will be deemed to be one and the same instrument provided that counsel for  
7 the Parties will exchange among themselves original signed counterparts.

8           84.    Acknowledgement that the Settlement is Fair and Reasonable: The Parties believe  
9 this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have  
10 arrived at this Settlement after arm's-length negotiations and in the context of adversarial  
11 litigation, taking into account all relevant factors, present and potential. The Parties further  
12 acknowledge that they are each represented by competent counsel and that they have had an  
13 opportunity to consult with their counsel regarding the fairness and reasonableness of this  
14 Settlement.

15           85.    Invalidity of Any Provision: Before declaring any provision of this Agreement  
16 invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible  
17 consistent with applicable precedents so as to define all provisions of this Agreement valid and  
18 enforceable.

19           86.    Waiver of Certain Appeals: Provided the Judgment is consistent with the terms and  
20 conditions of this Agreement, the Parties, their respective counsel and all Participating Class  
21 Members who did not object to the Settlement as provided in this Agreement, waive all rights to  
22 appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the  
23 right to file motions to vacate judgment, motions for new trial, extraordinary writs and appeals.  
24 The waiver of appeal does not include any waiver of the right to oppose such motions, writs or  
25 appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this  
26 Agreement will be suspended until such time as the appeal is finally resolved and the Judgment  
27 becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

1 The Parties stipulate to class certification for purposes of this Settlement. Either party may appeal  
2 any court order that materially alters the Settlement Agreement's terms.

3 87. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgement. If an  
4 appellate Court vacates, reverses or modifies the Judgment in a manner that requires a material  
5 modification of this Agreement (including, but not limited to, the scope of release to be granted by  
6 Class Members), this Agreement shall be null and void. The Parties shall nevertheless  
7 expeditiously work together in good faith to address the appellate court's concerns and to obtain  
8 Final Approval and entry of Judgment, and shall obtain an additional quote to be paid out of the  
9 Gross Settlement Amount for any additional Administration Expenses reasonably incurred after  
10 remittitur. An appellate decision to vacate, reverse or modify the Court's award of the Class  
11 Representative Service Payment or any payments to Class Counsel shall not constitute a material  
12 modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement  
13 Amount remains unchanged.

14 88. Class Action Certification for Settlement Purposes Only: The Parties agree to  
15 stipulate to class action certification only for purposes of the Settlement. If, for any reason, the  
16 Settlement is not approved, the stipulation to certification will be void. The Parties further agree  
17 that certification for purposes of the Settlement is not an admission that class action certification  
18 is proper under the standards applied to contested certification motions and that this Agreement  
19 will not be admissible in this or any other proceeding as evidence that either: (a) a class action  
20 should be certified or (b) Defendant is liable to Plaintiffs or any Class Member, other than  
21 according to the Settlement's terms.

22 89. Non-Admission of Liability: The Parties enter into this Agreement to resolve the  
23 dispute that has arisen between them and to avoid the burden, expense and risk of continued  
24 litigation. In entering into this Agreement, Defendant does not admit, and specifically denies, it  
25 has violated any federal, state, or local law; violated any regulations or guidelines promulgated  
26 pursuant to any statute or any other applicable laws, regulations or legal requirements; breached  
27 any contract; violated or breached any duty; engaged in any misrepresentation or deception; or  
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1 engaged in any other unlawful conduct with respect to their employees. Neither this Agreement,  
2 nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed  
3 as an admission or concession by Defendant of any such violations or failures to comply with any  
4 applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement, this  
5 Agreement and its terms and provisions shall not be offered or received as evidence in any action  
6 or proceeding to establish any liability or admission on the part of Defendant or to establish the  
7 existence of any condition constituting a violation of, or a non-compliance with, federal, state,  
8 local or other applicable law.

9       90.    Captions: The captions and section numbers in this Agreement are inserted for the  
10 reader's convenience, and in no way define, limit, construe or describe the scope or intent of the  
11 provisions of this Agreement.

12       91.    Waiver: No waiver of any condition or covenant contained in this Settlement  
13 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered  
14 to imply or constitute a further waiver by such party of the same or any other condition, covenant,  
15 right or remedy.

16       92.    Enforcement Action: In the event that one or more of the Parties institutes any legal  
17 action or other proceeding against any other Party or Parties to enforce the provisions of this  
18 Settlement or to declare rights and/or obligations under this Settlement, the successful Party or  
19 Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees  
20 and costs, including expert witness fees incurred in connection with any enforcement actions.

21       93.    Mutual Preparation: The Parties have had a full opportunity to negotiate the terms  
22 and conditions of this Agreement. Accordingly, this Agreement will not be construed more strictly  
23 against one Party than another merely by virtue of the fact that it may have been prepared by  
24 counsel for one of the Parties, it being recognized that, because of the arms-length negotiations  
25 between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

26       94.    Representation By Counsel: The Parties acknowledge that they have been  
27 represented by counsel throughout all negotiations that preceded the execution of this Agreement,  
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1 and that this Agreement has been executed with the consent and advice of counsel and reviewed  
2 in full. Further, Plaintiffs and Class Counsel warrant and represent that there are no liens on the  
3 Agreement.

4 95. Plaintiff and Class Counsel represent that they are not aware of any other pending  
5 matter or action asserting claims that will be extinguished or affected by the Settlement. Defendant  
6 and Defense Counsel represent that they are not aware of any other pending matter or action  
7 asserting claims that may be extinguished or affected by the Settlement.

8 96. All Terms Subject to Final Court Approval: All amounts and procedures described  
9 in this Settlement Agreement herein will be subject to final Court approval.

10 97. Cooperation and Execution of Necessary Documents: The Parties agree to  
11 cooperate to promote participation in the Settlement, and in seeking court approval of the  
12 Settlement. The Parties and their counsel agree not to take any action to encourage any Class  
13 Members to opt out of and/or object to the Settlement. Defendant agrees not to obtain any  
14 settlement agreement waivers or *Pick Up Stix* agreements or arbitration agreements from any Class  
15 Member during the Settlement approval process prior to the funding of the Gross Settlement  
16 Amount and will work in good faith to reach an agreement approved by the Court. Defendant  
17 further agrees that it will not oppose Plaintiffs' motion for preliminary approval or motion for final  
18 approval provided that the motions are consistent with this Agreement.

19 98. Confidentiality: The Parties and their counsel agree to keep the terms of the  
20 Settlement confidential until the filing of Plaintiffs' Motion for Preliminary Approval. The Parties  
21 agree not to, directly or indirectly, initiate any conversation or other communication, before the  
22 filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or  
23 the matters giving rise to this Agreement except to respond only that "the matter was resolved," or  
24 words to that effect. Plaintiffs, Class Counsel, Defendant and their counsel agree that they will not  
25 issue any press releases, initiate any contact with the press, respond to any press inquiry or have  
26 any communication with the press about the fact, amount or terms of the Settlement Agreement.  
27 Nothing in this Settlement Agreement shall limit Defendant's ability to fulfill disclosure  
28

1 obligations reasonably required by law or in furtherance of business purposes, including the  
2 fulfillment of obligations stated in this Settlement Agreement or limit Class Counsel's  
3 communications with the Class Members in furtherance of approval of this Settlement.

4 99. Use and Return of Class Data. Information provided to Class Counsel pursuant to  
5 Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class  
6 Counsel by Defendant in connection with the mediation, other settlement negotiations, or in  
7 connection with the Settlement, may be used only with respect to this Settlement, and no other  
8 purpose, and may not be used in any way that violates any existing contractual agreement, statute  
9 or California Rules of Court rule. Not later than 90 days after the date when the Court discharges  
10 the Administrator's obligation to provide a declaration confirming the final pay out of all  
11 Settlement funds, and upon receipt of a written request by Defendant, Plaintiffs shall destroy all  
12 paper and electronic versions of Class Data received from Defendant..

13 100. Binding Agreement: The Parties warrant that they understand and have full  
14 authority to enter into this Settlement, and further intend that this Settlement Agreement will be  
15 fully enforceable and binding on all Parties, and agree that it will be admissible and subject to  
16 disclosure in any proceeding to enforce its terms, notwithstanding any settlement confidentiality  
17 provisions that otherwise might apply under federal or state law. The Parties agree that the Court  
18 shall have jurisdiction to enforce the terms and conditions of the settlement pursuant to Code of  
19 Civil Procedure section 664.6 upon notice motion of any party.

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

24 To Class Counsel:

25  
26 **PROTECTION LAW GROUP**  
**LLP**  
27 Ryan T. Chuman, Esq.  
Arnel O. Tan, Esq.

**KOUL LAW FIRM**  
Nazo Koulloukian, Esq.  
217 S. Kenwood St.  
Glendale, CA 91205

**MAJARIAN LAW GROUP,**  
**APC**  
Sahag Majarian, Esq.  
Garen Majarian, Esq.

Christine V. Reyes, Esq.  
149 Sheldon Street  
El Segundo, California 90245  
Telephone: (424) 290-3095  
Facsimile: (866) 264-7880

Telephone: (213) 325-3032  
Facsimile: (818) 561-3938

18250 Ventura Blvd.  
Tarzana, CA 91356  
Telephone: (818) 609-0807  
Facsimile: (818) 609-0892

To Defendant's Counsel:

**MADDEN, JONES, COLE & JOHNSON**

Ian Chuang  
3010 Old Ranch Parkway, Suite 450  
Seal Beach, CA 90740  
Telephone: 562-594-1360  
Facsimile: 562-598-7041

**PLAINTIFF**

DATED: 11/5/2025

Signed by:  
By:   
Luckie Nunez

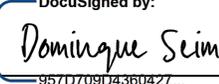
**PLAINTIFF**

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
Elba Mancia

**DEFENDANT**

DATED: 11/17/2025

DocuSigned by:  
By:   
Name: Dominque Seim  
Title: President

Christine V. Reyes, Esq.  
149 Sheldon Street  
El Segundo, California 90245  
Telephone: (424) 290-3095  
Facsimile: (866) 264-7880

Telephone: (213) 325-3032  
Facsimile: (818) 561-3938

18250 Ventura Blvd.  
Tarzana, CA 91356  
Telephone: (818) 609-0807  
Facsimile: (818) 609-0892

To Defendant's Counsel:

**MADDEN, JONES, COLE & JOHNSON**

Ian Chuang  
3010 Old Ranch Parkway, Suite 450  
Seal Beach, CA 90740  
Telephone: 562-594-1360  
Facsimile: 562-598-7041

**PLAINTIFF**

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
Luckie Nunez

**PLAINTIFF**

DATED: 11/7/2025

By:  \_\_\_\_\_  
Elba Mancia

**DEFENDANT**

DATED: \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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**MADDEN, JONES, COLE & JOHNSON**

DATED: November 10, 2025

  
\_\_\_\_\_  
Steven Jones, Esq.  
Ian Chuang, Esq.  
*Attorneys for Defendant R.H. Peterson Co.*

**PROTECTION LAW GROUP, LLC**

DATED: November 5, 2025

  
\_\_\_\_\_  
Ryan T. Chuman  
Arnel O. Tan  
Christine V. Reyes  
*Attorneys for Plaintiff Luckie Nunez*

**KOUL LAW FIRM, A.P.C.**

DATED: \_\_\_\_\_

\_\_\_\_\_  
Nazo L. Koulloukian, Esq.  
Hilary Marie Silva, Esq.  
*Attorney for Plaintiff Elba Mancía*

**MAJARIAN LAW GROUP, APC**

DATED: \_\_\_\_\_

\_\_\_\_\_  
Garen Majarian, Esq.  
Sahag Majarian, II  
*Attorney for Plaintiff Elba Mancía*

**MADDEN, JONES, COLE & JOHNSON**

DATED: \_\_\_\_\_

\_\_\_\_\_  
Steven Jones, Esq.  
Ian Chuang, Esq.  
*Attorneys for Defendant R.H. Peterson Co.*

**PROTECTION LAW GROUP, LLC**

DATED: \_\_\_\_\_

\_\_\_\_\_  
Ryan T. Chuman  
Arnel O. Tan  
Christine V. Reyes  
*Attorneys for Plaintiff Luckie Nunez*

**KOUL LAW FIRM, A.P.C.**

DATED: 11/7/2025 \_\_\_\_\_

DocuSigned by:  
*Nazo Koulloukian*  
\_\_\_\_\_  
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Nazo L. Koulloukian, Esq.  
Hilary Marie Silva, Esq.  
*Attorney for Plaintiff Elba Mancía*

**MAJARIAN LAW GROUP, APC**

DATED: 11/7/2025 \_\_\_\_\_

DocuSigned by:  
*Garen Majarian*  
\_\_\_\_\_  
0F01883772AA83C...  
Garen Majarian, Esq.  
Sahag Majarian, II  
*Attorney for Plaintiff Elba Mancía*

# **Exhibit A**

# **NOTICE OF PROPOSED CLASS ACTION AND PAGA SETTLEMENT**

*Nunez, et al. v. R.H. Peterson Co.*

Los Angeles County Superior Court, Case No. 24STCV13019

**THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A SOLICITATION.  
PLEASE READ THIS NOTICE CAREFULLY.  
YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT.**

**To: All current and former hourly-paid, non-exempt employees who worked for R.H. Peterson Co. in the state of California, at any time from May 23, 2020, through October 27, 2025.**

## **BASIC INFORMATION**

### **1. What is this settlement about?**

On November 29, 2023, Elba Mancía (“Plaintiff Mancía”) filed a lawsuit against R.H. Peterson Co. (“Peterson”). On May 23, 2024, Luckie Nunez (“Plaintiff Nunez”) also filed a lawsuit against Peterson. On February 5, 2025, these cases were consolidated and are currently pending in the Los Angeles County Superior Court, under Case No. 24STCV13019.

Plaintiffs Mancía and Nunez (collectively Plaintiffs) are former employees who filed lawsuits claiming that Peterson violated sections of the California Labor Code and California Business and Professions Code. Specifically, Plaintiffs allege that Peterson failed to provide compliant meal and rest periods and associated premium pay, did not properly pay employees all wages owed for time worked including overtime, did not provide accurate wage statements, did not timely pay all wages during employment, failed to reimburse necessary business-related expenses, and maintained unfair business practices. The lawsuit also seeks to recover penalties pursuant to the California Private Attorneys General Act (“PAGA”). The lawsuit claims that the Peterson violated the California Labor Code and the California Business and Professions Code, entitling Class Members to, *inter alia*, damages, penalties and restitution.

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

The Parties have reached an agreement to resolve these alleged claims and this settlement that has been preliminarily approved by the Court. The Court has approved this Notice and ordered the Parties to send out this Notice with information about the settlement and your potential options.

### **2. Why is this a class action?**

In a class action, one or more people called the Class Representative (in this case Luckie Nunez and Elba Mancía, also known as “Plaintiffs”), sued on behalf of people who appear to have similar claims (in this case all individuals who were employed by Peterson in the state of California as hourly-paid non-exempt employees at any time from May 23, 2020, through October 27, 2025). All these people are referred to here as Class Members. In a class action, one court resolves the issues for all Class Members in one lawsuit, except for those who exclude themselves from the Class. The Los Angeles County Superior Court is in charge of this class action.

### **3. Why is there a settlement?**

The Court has not decided in favor of the Plaintiffs or Peterson. Instead, both sides participated in mediation conducted by an experienced, neutral mediator and agreed to a settlement which is memorialized in the Joint Stipulation of Class Action and PAGA Settlement (“Agreement” or “Settlement”). Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Peterson does not admit any violations or concede the merit of any claims.

On [REDACTED] the Court granted preliminary approval of the Settlement, appointed Plaintiffs Nunez and Mancía as the Class Representatives, and appointed their attorneys at Protection Law Group, Koul Law Firm, and Majarian Law Group as counsel for the Class (“Class Counsel”). The Court preliminarily approved the proposed settlement as fair, adequate, and reasonable, authorized the Notice, and scheduled a hearing to determine Final Approval. A Final Determination on whether to approve the settlement will be made at the Final Approval hearing on [REDACTED]. The Class Representative and Class Counsel think the Settlement is best for the Class.

### WHO IS IN THE SETTLEMENT?

#### 4. Am I part of the settlement?

You are part of the Settlement, and a Class Member, if you were employed by Peterson as an hourly-paid, non-exempt employee in the state of California at any time between May 23, 2020, and October 27, 2025.

### THE SETTLEMENT BENEFITS—WHAT YOU GET

#### 5. What does the settlement provide?

The Settlement provides that Peterson will pay a maximum of One Million Three Hundred Eighty-Two Thousand Two Hundred Fifty Dollars and 00/100 Cents (\$1,382,250.00) (“Gross Settlement Amount”). This includes all costs and attorneys’ fees for Class Counsel.

The “Net Settlement Amount” is the portion of the Gross Settlement Amount that will be available for distribution to Class Members who do not submit timely and valid requests for exclusion in exchange for the release of their class claims. The Net Settlement Amount is the Gross Settlement Amount less the following amounts (which are subject to Court approval):

- A. **Attorneys’ Fees to Class Counsel** not to exceed 33 and 1/3 % of the Gross Settlement Amount or Four Hundred Sixty Thousand Seven Hundred fifty Dollars and Zero Cents (\$460,750.00);
- B. **Litigation Costs/Expenses to Class Counsel** not to exceed Twenty-Five Thousand Dollars (\$25,000);
- C. **Service Payment to the Class Representative Luckie Nunez** in an amount not to exceed Fifteen Thousand Dollars (\$15,000.00);
- D. **Service Payment to the Class Representative Elba Mancía** in an amount not to exceed Fifteen Thousand Dollars (\$15,000.00);
- E. **Settlement Administration Costs** which are currently estimated to be Seven Thousand Nine Hundred Ninety Dollars (\$7,990.00); and
- F. **PAGA Payment** in the amount of One Hundred Three Thousand Six Hundred Seventy Dollars (\$103,670.00) for the settlement of claims arising under the Private Attorney’s General Act of 2004 (PAGA). Seventy-Five percent (75%) of this amount, (\$77,752.50) shall be paid to the California Labor and Workforce Development Agency (“LWDA”). The remaining twenty-five percent (25%) (\$25,917.50) will be paid to the non-exempt employees who worked for Peterson from September 21, 2022, to October 27, 2025 (the “PAGA Period”), for the release of their claims arising under PAGA.

The Court appointed a neutral company, Apex Class Action LLC (the “Settlement Administrator”) to send this Notice and calculate payments.

The amount you are eligible to receive from the settlement, your “Individual Settlement Payment” will be determined on a *pro rata* basis, based on the number of weeks you worked in California as an hourly-paid, non-exempt employee of Peterson from May 23, 2020, through October 27, 2025. Your Individual Settlement Payment includes both your estimated share of the Net Settlement Amount and, if eligible, your share of the PAGA Payment.

The Class Portion of your Individual Settlement Payment will be apportioned as twenty percent (20%) wages, forty percent (40%) interest, and forty percent (40%) penalties. The PAGA Portion of your Individual Settlement Payment will be allocated 100% as penalties. The wage portion of the Individual Settlement Payment will be subject to withholding for the employee taxes and will be reported on a W-2 Form. Employer-side payroll taxes shall be paid separately from and in addition to the Gross Settlement Amount. The penalties and interest portions of each Individual Settlement payment will not be subject to any withholdings and will be reported on an IRS Form 1099.

**You worked **XXX** workweeks during the Class Period. The Class Portion of your Individual Settlement Payment is estimated to be **\$XXX.XX**. The amount of the payment may change depending on the number of timely and valid requests for exclusions submitted in the Settlement, if any.**

**You worked **XXX** workweeks during the PAGA Period. The PAGA Portion of your Individual Settlement Payment is estimated to be **\$XXX.XX**.**

These amounts were determined based on Peterson’s record of your employment between from May 23, 2020, through October 27, 2025, and is presumed correct. If you dispute the accuracy of Peterson’s records as to the number of weeks worked during the Class Period, you must contact the Settlement Administrator and provide any documentation (such as copies of paystubs) you have supporting such dispute by **[DATE]**. All disputes regarding your workweeks will be resolved and decided by the Parties or if the Parties or you do not agree, the Court, after you submit evidence to the Settlement Administrator. The Settlement Administrator’s contact information is listed below:

**Apex Class Action LLC**  
18 Technology Drive, Suite 154  
Irvine, CA 92618  
(800) 355-0700

## **HOW TO GET A PAYMENT FROM THE SETTLEMENT**

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

You do not have to do anything to qualify for a payment of your portion of the Settlement.

### **7. What am I giving up if I do not request to be excluded from the Settlement?**

Upon the funding of the Gross Settlement Amount by Peterson, in exchange for the consideration set forth by the Settlement, Class Members who do not submit a timely request for exclusion will release the “Released Parties” from the “Released Class Claims” that arose during the “Class Period.”

The “Released Parties” include Peterson and any of its past, present and/or future, direct and/or indirect, officers, directors, members, managers, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

The “Released Class Claims” include all claims, rights, demands, liabilities and causes of actions that are alleged, or that reasonably could have been alleged, based on the facts asserted in the operative complaints in the Action including claims regarding Peterson’s alleged: (i) failure to pay all regular wages, minimum wages and overtime wages due; (ii) failure to provide meal periods or compensation in lieu thereof; (iii) failure to provide rest periods or compensation in lieu thereof; (iv) failure to provide complete, itemized, accurate wage statements; (v) failure to provide timely pay wages during employment; (vi) failure to reimburse necessary business expenses; (vii) failure to provide cool-down rest periods; (viii) failure to provide safe working conditions and (ix) unfair business practices.

The “Class Period” during which the release of Released Class Claims pertains is from May 23, 2020, to October 27, 2025.

Additionally, all current and former non-exempt employees of Peterson who were employed by Peterson in the state of California between September 21, 2022, and October 27, 2025, shall release the Released PAGA Claims that arose during the PAGA Period. You cannot opt-out of the release of the claims alleged under PAGA.

The “Released PAGA Claims” include: all claims for civil penalties under the California Labor Code Private Attorneys General Act of 2004 that were alleged, or reasonably could have been alleged, based on the facts alleged both in the PAGA Notices provided to the LWDA and in the operative complaints, including but not limited to any and all claims based on such facts involving any alleged failure to pay minimum wages or overtime, failure to provide meal and rest periods, failure to provide accurate wage statements, failure to pay all wages due at separation, and failure to reimburse business expenses, including Labor Code sections 201, 202, 203, 210, 216, 223, 225.5, 226, 226.3, 226.7, 256, 510, 512, 558, 558.1, 1174, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2699, 2699.3, 2802, 2810.5.

The “PAGA Period” during which the release of the Released PAGA Claims pertains is from September 21, 2022, to October 27, 2025.

### **EXCLUDING YOURSELF FROM THE RELEASE OF NON-PAGA CLAIMS**

You can exclude yourself from the Class Settlement by submitting a request for exclusion in conformity with the requirements set forth herein. If you exclude yourself, you will not receive payment from the Net Settlement Amount. You will, however, preserve your right to personally pursue Released Class Claims against Peterson. If eligible, you will still receive a payment for your *pro rata* share of the PAGA Payment. You cannot opt-out of the PAGA portion of the proposed settlement.

#### **8. How can I not participate in the Settlement?**

To exclude yourself from the release of Released Class Claims you must submit a written request for exclusion. You must include your name, address, telephone number and the last four digits of your social security number and/or Employee ID number. Your request for exclusion must include a clear statement that you do not wish to be included in this action.

The written for Exclusion must be mailed to the Settlement Administrator at the address listed below, post-marked by **[DATE]**. You cannot exclude yourself by phone.

**Apex Class Action LLC**  
18 Technology Drive, Suite 154  
Irvine, CA 92618  
(800) 355-0700

If you ask to be excluded, you will not receive payment of any portion of the Net Settlement Amount and you cannot object to the Settlement. You will not be legally bound by the release of Released Class Claims.

**9. If I don't exclude myself, can I sue Peterson for the same thing later?**

No. Unless you submit a request for exclusion, you give up the right to sue Peterson and Released Parties for the Released Class Claims.

**10. If I exclude myself, can I get money from this settlement?**

No. If you exclude yourself, you will not receive a portion of the Net Settlement Amount, as defined in Item 5, above. You will only receive your *pro rata* share of the PAGA Payment if you worked between September 21, 2022, and October 27, 2025, because the Request for Exclusion does not apply to the PAGA claim

**THE LAWYERS REPRESENTING YOU**

**11. Do I have a lawyer in this case?**

The Court has approved PROTECTION LAW GROUP, LLP; KOUL LAW FIRM, and MAJARIAN LAW GROUP, APC as Class Counsel. The firms' contact information is:

**PROTECTION LAW GROUP LLP**

Ryan T. Chuman, Esq.  
Arnel O. Tan, Esq.  
Christine V. Reyes, Esq.  
149 Sheldon Street  
El Segundo, California 90245  
Telephone: (424) 290-3095  
Facsimile: (866) 264-7880

**KOUL LAW FIRM**

Nazo Koulloukian, Esq.  
217 S. Kenwood St.  
Glendale, CA 91205  
Telephone: (213) 325-3032  
Facsimile: (818) 561-3938

**MAJARIAN LAW GROUP, APC**

Sahag Majarian, Esq.  
Garen Majarian, Esq.  
18250 Ventura Blvd.  
Tarzana, CA 91356  
Telephone: (818) 609-0807  
Facsimile: (818) 609-0892

**OBJECTING TO THE SETTLEMENT**

**12. How do I tell the Court if I don't like the settlement?**

If you are a Class Member, you can object to the Settlement and you can give reasons for why you think the Court should not approve it. The Court will consider your views. To object, you must mail your objection to the Settlement Administrator no later than [DATE]. Your objection must include your full name, address, telephone number, the last four digits of your social security number or employee ID number, and the specific reason for your objection. You may also come to the Final Approval Hearing on [DATE] and make an objection at that time, regardless of whether you submitted a written objection.

**13. What is the difference between objecting and excluding?**

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

**THE COURT'S FINAL APPROVAL HEARING**

The Court will hold a hearing to decide whether to grant final approval of the Settlement ("Final Approval Hearing"). You may attend, but you do not have to attend.

**14. When and where will the Court decide whether to approve the settlement?**

The Court will hold the Final Approval Hearing at [REDACTED] a.m./p.m. on [REDACTED], 2026], in Department [REDACTED] of the Los Angeles County Superior Court – Spring Street Courthouse, located at 312 North Spring Street, Los Angeles, CA 90012.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them.

**15. Do I have to come to the hearing?**

No. If you agree to the Settlement you do not have to come to Court to talk about it. However, you may attend. You may also retain your own lawyer at your expense to attend on your behalf. You may attend in person, but you may also attend remotely if you wish. Remote appearances may be scheduled through the Los Angeles County Superior Court’s website at <https://www.lacourt.ca.gov>.

**16. How will I learn if the settlement was approved**

A notice of final judgment will be posted on the Settlement Administrator website located at [www.\[REDACTED\].com](http://www.[REDACTED].com)

**IF YOU DO NOTHING**

**17. What happens if I do nothing at all?**

If you do nothing, you will receive your share of the Settlement, and you will release the Released Class Claims. You will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Peterson or Released Parties about the Released Class Claims, ever again. Your Individual Settlement Payment will be mailed to you and remain valid and negotiable for 180 days. If you do not cash your settlement check within 180 days, these funds will be transferred to the Controller of the State of California’s Unclaimed Property Fund. You may then claim these funds from there. Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Settlement Administrator as soon as possible.

**GETTING MORE INFORMATION**

**18. How do I get more information?**

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by viewing the settlement located on the Settlement Administrator’s website at [REDACTED] or by contacting the Settlement Administrator or Class Counsel. The Settlement Administrator’s contact information can be found above in Section 8. Class Counsel’s contact information is located in Section 10.

**WHAT IF MY INFORMATION CHANGES?**

**19. What if my contact information changes?**

It is your responsibility to inform the Settlement Administrator of your updated information to ensure receipt of settlement payments or communications regarding this matter. You can change or update your contact information by contacting the Settlement Administrator.

**DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE  
CLERK OF THE COURT OR THE JUDGE**