

1 5. Plaintiff agrees to file a Second Amended Class and Representative Action Complaint
2 (“Operative Complaint”) in the Action, which will add the PAGA claims alleged in the PAGA Action.
3 Together, the Action and PAGA Action are referred to as the “Actions.”

4 6. The Operative Complaint alleges eleven (11) causes of action for violations of the
5 California Labor Code for failure to pay overtime wages, failure to pay minimum wages, failure to
6 provide compliant meal periods and premium payments in lieu thereof, failure to provide compliant
7 rest periods and premium payments in lieu thereof, failure to timely pay wages upon termination,
8 failure to provide compliant wage statements, failure to timely pay wages during employment, failure
9 to reimburse necessary business expenses, and failure to pay interest on deposits, and for violations of
10 California Business & Professions Code Section 17200, *et seq.* based on the aforementioned California
11 Labor Code violations, and for civil penalties under PAGA based on the aforementioned California
12 Labor Code violations.

13 7. Defendant denies all material allegations set forth in the Actions and has asserted
14 numerous affirmative defenses. Notwithstanding, in the interest of avoiding further litigation,
15 Defendant desires to fully and finally settle the Actions, Released Class Claims (as defined herein),
16 and Released PAGA Claims (as defined herein).

17 8. Class Counsel diligently investigated the class and PAGA claims against Defendant,
18 including any and all applicable defenses and the applicable law. The investigation included, *inter*
19 *alia*, the exchange of information, data, and documents, and review of corporate policies and practices.
20 The Parties have engaged in sufficient informal discovery and investigation to assess the relative
21 merits of the claims and contentions of the Parties.

22 9. On July 31, 2025, the Parties participated in mediation with Tagore Subramaniam, Esq.
23 (the “Mediator”), a respected mediator of complex wage and hour actions, and with the assistance of
24 the Mediator’s evaluations, the Parties reached the settlement that is memorialized herein. The Parties’
25 settlement discussions were conducted at arms’ length, and the Settlement is the result of an informed
26 and detailed analysis of Defendant’s potential liability and exposure in relation to the costs and risks
27 associated with continued litigation. Based on Class Counsel’s investigation and evaluation, Class
28 Counsel believes that the settlement with Defendant for the consideration and on the terms set forth in

1 this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class
2 Members, State of California, and PAGA Members in light of all known facts and circumstances,
3 including the risk of significant delay and uncertainty associated with litigation and various defenses
4 asserted by Defendant.

5 10. The Parties expressly acknowledge that this Settlement Agreement is entered into
6 solely for the purpose of compromising significantly disputed claims and that nothing herein is an
7 admission of liability or wrongdoing by Defendant. If for any reason this Settlement Agreement is
8 not approved, it will be of no force or effect, and the Parties shall be returned to their original respective
9 positions.

10 **DEFINITIONS**

11 11. The following definitions are applicable to this Settlement Agreement. Definitions
12 contained elsewhere in this Settlement Agreement will also be effective.

13 a. “Attorneys’ Fees and Costs” means attorneys’ fees approved by the Court for
14 Class Counsel’s litigation and resolution of the Actions and all actual costs and expenses incurred and
15 to be incurred by Class Counsel in connection with the Actions, as set forth in Paragraph 14.

16 b. “Class” or “Class Member(s)” means all current and former non-exempt, hourly
17 paid employees who worked for Defendant in the State of California at any time during the Class
18 Period.

19 c. “Class Counsel” means Jonathan M. Genish, Miriam L. Schimmel, Joana Fang,
20 Alexandra Rose, Jared C. Osborne, and Jasmine Y. Kianfard of Blackstone Law, APC, and David D.
21 Bibiyan and Vedang Patel of Bibiyan Law Group, P.C., who will seek to be appointed counsel for the
22 Class.

23 d. “Class List” means a complete list of all Class Members that Defendant will
24 diligently and in good faith compile from its records and provide to the Settlement Administrator. The
25 Class List will be formatted in a readable Microsoft Office Excel spreadsheet containing the following
26 information for each Class Member: (1) full name; (2) last known mailing address; (3) Social Security
27 number; (4) dates worked for Defendant during the Class Period; and (5) such other information as is
28 necessary for the Settlement Administrator to calculate Workweeks and Pay Periods.

1 e. "Class Notice" means the Notice of Class Action Settlement, substantially in
2 the form attached hereto as "Exhibit A."

3 f. "Class Period" means the period from July 21, 2019 through September 29,
4 2025.

5 g. "Class Settlement" means the settlement and resolution of all Released Class
6 Claims.

7 h. "Court" means the Superior Court of the State of California for the County of
8 Los Angeles.

9 i. "Defendant's Counsel" means Kate C. Den Bleyker and Krikor Moloyan of
10 O'Hagan Meyer LLP.

11 j. "Dispute" means a letter submitted by a Class Member disputing the number of
12 Workweeks and/or Pay Periods which have been credited to them, which must: (a) contain the case
13 name and number of the Action; (b) contain the Class Member's full name, signature, address,
14 telephone number, and the last four (4) digits of the Class Member's Social Security number; (c)
15 clearly state that the Class Member disputes the number of Workweeks and/or Pay Periods credited to
16 the Class Member and what the Class Member contends is the correct number; and (d) be returned by
17 mail to the Settlement Administrator at the specified address, postmarked on or before the Response
18 Deadline.

19 k. "Effective Date" means the following: (i) if no Settlement Class Member
20 objects to the Class Settlement, then the Effective Date will be the date of Final Approval; or (ii) if
21 any Settlement Class Member objects to the Class Settlement, the Effective Date will be the sixty-first
22 (61st) calendar day after the date of Final Approval, provided no appeal is initiated by an objector; or
23 (iii) if a timely appeal is initiated by an objector, then the Effective Date will be the day after final
24 resolution of that appeal (including any requests for rehearing and/or petitions for certiorari), resulting
25 in final judicial approval of the Settlement.

26 l. "Employer Taxes" means the employer's share of taxes and contributions in
27 connection with the wages portion of Individual Settlement Shares, which shall be paid by Defendant
28 in addition to the Gross Settlement Amount.

1 m. “Enhancement Payment” means the amount to be paid to Plaintiff, in
2 recognition of her effort and work in prosecuting the Actions on behalf of Class Members and PAGA
3 Members, and general release of claims, as set forth in Paragraph 15.

4 n. “Final Approval” means the determination by the Court that the Settlement is
5 fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

6 o. “Final Approval Hearing” means the hearing at which the Court will consider
7 and determine whether the Settlement should be granted Final Approval.

8 p. “Final Approval Order and Judgment” means the order granting final approval
9 of the Settlement and entering judgment thereon, in a form and content mutually agreed to by the
10 Parties, and subject to approval by the Court.

11 q. “Gross Settlement Amount” means the amount of Seven Hundred Fifty
12 Thousand Dollars and Zero Cents (\$750,000.00) to be paid by Defendant in full satisfaction of the
13 Actions, Released Class Claims, and Released PAGA Claims, which includes all Attorneys’ Fees and
14 Costs, Enhancement Payment, PAGA Amount, Settlement Administration Costs, and Net Settlement
15 Amount to be paid to the Settlement Class Members. Defendant shall pay the Employer Taxes
16 separately and in addition to the Gross Settlement Amount. The Gross Settlement Amount is non-
17 reversionary; no portion of the Gross Settlement Payment will return to Defendant. The Gross
18 Settlement Amount is subject to increase, as provided in Paragraph 18.

19 r. “Individual PAGA Payment” means the *pro rata* share of the PAGA Member
20 Amount that a PAGA Member may be eligible to receive under the PAGA Settlement, to be calculated
21 in accordance with Paragraph 20.

22 s. “Individual Settlement Payment” means the net payment of each Settlement
23 Class Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and
24 withholdings with respect to the wages portion of the Individual Settlement Share, as provided in
25 Paragraph 20.

26 t. “Individual Settlement Share” means the *pro rata* share of the Net Settlement
27 Amount that a Class Member may be eligible to receive under the Class Settlement, to be calculated
28 in accordance with Paragraph 19.

1 u. “LWDA Payment” means the amount of Fifty-Six Thousand Two Hundred
2 Fifty Dollars and Zero Cents (\$56,250.00), i.e., 75% of the PAGA Amount, that the Parties have
3 agreed to pay to the LWDA under the PAGA Settlement, as set forth in Paragraph 15.

4 v. “Net Settlement Amount” means the portion of the Gross Settlement Amount
5 that is available for distribution to Settlement Class Members, which is the Gross Settlement Amount
6 less the Court-approved Attorneys’ Fees and Costs, Enhancement Payment, PAGA Amount, and
7 Settlement Administration Costs.

8 w. “Notice of Objection” means a Settlement Class Member’s written objection to
9 the Class Settlement, which must: (a) contain the case name and number of the Action; (b) contain the
10 objector’s full name, signature, address, telephone number, and the last four (4) digits of the objector’s
11 Social Security number; (c) contain a written statement of all grounds for the objection accompanied
12 by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents
13 upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the
14 specified address, postmarked on or before the Response Deadline.

15 x. “PAGA Amount” means the allocation of Seventy-Five Thousand Dollars and
16 Zero Cents (\$75,000.00) from the Gross Settlement Amount for the PAGA Settlement. Seventy-five
17 percent (75%) of the PAGA Amount, or \$56,250.00, will be paid to the LWDA (i.e., the LWDA
18 Payment) and the remaining twenty-five percent (25%), or \$18,750.00, will be distributed to the
19 PAGA Member (i.e., the PAGA Member Amount).

20 y. “PAGA Member(s)” means all current and former non-exempt, hourly paid
21 employees who worked for Defendant in the State of California at any time during the PAGA Period.

22 z. “PAGA Member Amount” means the amount of Eighteen Thousand Seven
23 Hundred Fifty Dollars and Zero Cents (\$18,750.00), i.e., 25% of the PAGA Amount, to be distributed
24 to PAGA Members on a *pro rata* basis based on their Pay Periods.

25 aa. “PAGA Period” means the period from August 4, 2022 through September 29,
26 2025.

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1 bb. “PAGA Settlement” means the settlement and resolution of all Released PAGA
2 Claims.

3 cc. “Pay Periods” means the number of pay periods each PAGA Member worked
4 for Defendant as a non-exempt, hourly paid employee in California during the PAGA Period. Pay
5 Periods will be calculated by the Settlement Administrator.

6 dd. “Preliminary Approval” means the date on which the Court enters the
7 Preliminary Approval Order.

8 ee. “Preliminary Approval Order” means the order granting preliminary approval
9 of the Settlement, in a form and content mutually agreed to by the Parties, and subject to approval by
10 the Court.

11 ff. “Released Class Claims” means any and all claims which were alleged or which
12 could have been reasonably alleged based on the factual allegations in the Operative Complaint,
13 arising during the Class Period, which shall specifically include claims for Defendant’s alleged failure
14 to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium
15 payments, timely pay wages during employment and upon termination, provide accurate wage
16 statements, reimburse necessary business-related expenses, and pay interest on deposits in violation
17 of California Labor Code Sections 200, 201, 202, 203, 204, 210, 218, 218.5, 226, 226.7, 227.3, 404,
18 510, 512, 516, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802, the applicable
19 Industrial Welfare Commission Wage Order, and California Business and Professions Code sections
20 17200, *et seq.*

21 gg. “Released PAGA Claims” means any and all claims arising from any of the
22 factual allegations in the PAGA Letter and the Operative Complaint, arising during the PAGA Period,
23 for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections
24 2698 *et seq.*, which shall specifically include claims for Defendant’s alleged failure to pay overtime
25 and minimum wages, provide compliant meal and rest periods and associated premium payments,
26 timely pay wages during employment and upon termination, provide compliant wage statements,
27 maintain complete and accurate payroll records, and reimburse necessary business-related expenses
28 in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 516,

1 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare
2 Commission Wage Order.

3 hh. “Released Parties” means Defendant and each of its former, present, and future
4 owners, parents, and subsidiaries, and all of their current, former, and future officers, directors,
5 members, managers, employees, consultants, partners, shareholders, joint venturers, agents,
6 predecessors, successors, assigns, accountants, insurers, reinsurers, and/or legal representatives.

7 ii. “Request for Exclusion” means a letter submitted by a Class Member indicating
8 a request to be excluded from the Class Settlement, which must: (a) contain the case name and number
9 of the Action; (b) contain the Class Member’s full name, signature, address, telephone number, and
10 last four (4) digits of the Class Member’s Social Security number; (c) clearly state that the Class
11 Member does not wish to be included in the Class Settlement; and (d) be returned by mail to the
12 Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

13 jj. “Response Deadline” means the deadline by which Class Members must submit
14 a Request for Exclusion, Notice of Objection, and/or Dispute, which shall be the date that is forty-five
15 (45) calendar days from the initial mailing of the Class Notice by the Settlement Administrator to
16 Class Members, unless the 45th day falls on a Sunday or Federal holiday, in which case the Response
17 Deadline will be extended to the next day on which the United States Postal service is open. The
18 Response Deadline may also be extended by express agreement between Class Counsel and
19 Defendant’s Counsel. In the event that a Class Notice is re-mailed to a Class Member, the Response
20 Deadline for that Class Member shall be extended fifteen (15) calendar days from the original
21 Response Deadline.

22 kk. “Settlement Administrator” means Apex Class Action LLC, or any other third-
23 party class action settlement administrator agreed to by the Parties and approved by the Court for
24 purposes of administering the Settlement. The Parties and their counsel each represent that they do
25 not have any financial interest in the Settlement Administrator or otherwise have a relationship with
26 the Settlement Administrator that could create a conflict of interest.

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1 be performed and all costs to be incurred in connection with obtaining the Court's approval of this
2 Settlement Agreement, including any objections raised and any appeals necessitated by those
3 objections. Class Counsel shall be solely and legally responsible for correctly characterizing this
4 compensation for tax purposes and for paying any taxes on the amounts received. The Settlement
5 Administrator shall issue an IRS Form 1099 to Class Counsel for the Attorneys' Fees and Costs. Any
6 portion of the requested Attorneys' Fees and Costs that is not awarded by the Court to Class Counsel
7 shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

8 15. Enhancement Payment. Defendant agrees not to oppose or impede any application or
9 motion by Plaintiff for an Enhancement Payment in the amount up to Ten Thousand Dollars and Zero
10 Cents (\$10,000.00). The Enhancement Payment, which will be paid from the Gross Settlement
11 Amount, subject to Court approval, will be in addition to her Individual Settlement Payment as a
12 Settlement Class Member and Individual PAGA Payment as a PAGA Member. Plaintiff shall be
13 solely and legally responsible for correctly characterizing this compensation for tax purposes and for
14 paying any taxes on the amounts received. The Settlement Administrator shall issue an IRS Form
15 1099 to Plaintiff for the Enhancement Payment. Any portion of the requested Enhancement Payment
16 that is not awarded by the Court to Plaintiff shall be reallocated to the Net Settlement Amount for the
17 benefit of the Settlement Class Members.

18 16. PAGA Amount. Subject to approval by the Court, the Parties agree that the amount of
19 Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00) shall be allocated from the Gross
20 Settlement Amount toward penalties under the Private Attorneys General Act, California Labor Code
21 Section 2698, *et seq.* (i.e., the PAGA Amount), of which seventy-five percent (75%), or \$56,250.00,
22 will be paid to the LWDA (i.e., the LWDA Payment) and twenty-five percent (25%), or \$18,750.00,
23 will be distributed to PAGA Members (i.e., the PAGA Member Amount) on a *pro rata* basis, based
24 on the total number of Pay Periods worked by each PAGA Member during the PAGA Period (i.e., the
25 Individual PAGA Payments).

26 17. Settlement Administration Costs. The Settlement Administrator will be paid for the
27 reasonable costs of administration of the Settlement and distribution of payments under the Settlement,
28 which is currently estimated not to exceed Eight Thousand Five Hundred Dollars and Zero Cents

1 (\$8,500.00). These costs, which will be paid from the Gross Settlement Amount, subject to Court
2 approval, will include, *inter alia*, translating the Class Notice to Spanish, printing, distributing, and
3 tracking Class Notices and other documents for the Settlement, calculating and distributing payments
4 due under the Settlement, issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings,
5 withholdings, and remittances, providing necessary reports and declarations, and other duties and
6 responsibilities set forth herein to process the Settlement, and as requested by the Parties. To the
7 extent the actual Settlement Administrator's costs are greater than the estimated amount stated herein,
8 such excess amount will be deducted from the Gross Settlement Amount, subject to approval by the
9 Court. Any portion of the estimated, designated, and/or awarded Settlement Administration Costs
10 which are not in fact required to fulfill payment to the Settlement Administrator to undertake the
11 required settlement administration duties shall be reallocated to the Net Settlement Amount for the
12 benefit of the Settlement Class Members.

13 18. Escalator Clause. Defendant has represented that the Class Members worked a total of
14 20,374 Workweeks during the Class Period. If it is determined by the Settlement Administrator that
15 the total number of Workweeks worked by the Class Members during the Class Period actually
16 exceeds 20,374 by more than 10% (i.e., if the Workweeks exceed 22,412 or an additional 2,038
17 Workweeks worked), then the Gross Settlement Amount will be increased on a *pro rata* basis equal
18 to the percentage increase in the number of Workweeks worked by the Class Members above 10%.
19 For example, if the number of Workweeks increases by 12%, then the Gross Settlement Amount will
20 increase by 2%.

21 19. Individual Settlement Share Calculations. Individual Settlement Shares will be
22 calculated and apportioned from the Net Settlement Amount based on the Class Members' number of
23 Workweeks, as follows:

24 a. After Preliminary Approval, the Settlement Administrator will divide the Net
25 Settlement Amount by the Workweeks of all Class Members to yield the "Estimated Workweek
26 Value," and multiply each Class Member's individual Workweeks by the Estimated Workweek Value
27 to yield each Class Member's estimated Individual Settlement Share that the Class Member may be
28 entitled to receive under the Class Settlement.

1 b. After Final Approval, the Settlement Administrator will divide the final Net
2 Settlement Amount by the Workweeks of all Settlement Class Members to yield the “Final Workweek
3 Value,” and multiply each Settlement Class Member’s individual Workweeks by the Final Workweek
4 Value to yield each Settlement Class Member’s final Individual Settlement Share.

5 20. Individual PAGA Payment Calculations. Individual PAGA Payments will be
6 calculated and apportioned from the PAGA Member Amount based on the PAGA Members’ number
7 of Pay Periods, as follows: The Settlement Administrator will divide the PAGA Member Amount, i.e.,
8 25% of the PAGA Amount, by the Pay Periods of all PAGA Members to yield the “Pay Period Value,”
9 and multiply each PAGA Member’s individual Pay Periods by the Pay Period Value to yield each
10 PAGA Member’s Individual PAGA Payment.

11 21. Tax Treatment of Individual Settlement Shares and Individual PAGA Payments. Each
12 Individual Settlement Share will be allocated as follows: twenty percent (20%) wages and eighty
13 percent (80%) penalties, interest, and non-wage damages. The portion allocated to wages will be
14 reported on an IRS Form W-2 and the portions allocated to penalties, interest, and non-wage damages
15 will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. The Settlement
16 Administrator will withhold the employee’s share of taxes and withholdings with respect to the wages
17 portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their
18 Individual Settlement Payments (i.e., payment of their Individual Settlement Share net of these taxes
19 and withholdings). The Employer Taxes will be paid separately and in addition to the Gross
20 Settlement Amount. Each Individual PAGA Payment will be allocated as one hundred percent (100%)
21 penalties and will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator.

22 22. Administration of Taxes by the Settlement Administrator. The Settlement
23 Administrator will be responsible for issuing to Plaintiff, Settlement Class Members, PAGA Members,
24 and Class Counsel any tax forms (i.e., IRS Forms W-2, IRS Forms 1099, etc.) as may be required by
25 law for all amounts paid pursuant to this Settlement Agreement. The Settlement Administrator will
26 also be responsible for calculating the Employer Taxes and forwarding all payroll taxes and other
27 legally required withholdings to the appropriate government authorities.

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1 23. Tax Liability. Plaintiff, Class Counsel, Defendant, and Defendant’s Counsel do not
2 intend anything contained in this Settlement Agreement to constitute advice regarding taxes or
3 taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiff, Settlement
4 Class Members, and PAGA Members are not relying on any statement, representation, or calculation
5 by Defendant, the Settlement Administrator, or Class Counsel in this regard. Plaintiff, Settlement
6 Class Members, and PAGA Members understand and agree that Plaintiff, Settlement Class Members,
7 and PAGA Members will be solely responsible for the payment of any taxes and penalties assessed
8 on the payments described in this Settlement Agreement. Plaintiff, Settlement Class Members, and
9 PAGA Members should consult with their tax advisors concerning the tax consequences of any
10 payment they receive under the Settlement.

11 24. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT
12 (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY
13 TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN
14 “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
15 SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE
16 BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISORS, IS
17 OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE
18 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE
19 MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART
20 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY
21 UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE
22 (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B)
23 HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE
24 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY
25 OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR
26 DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY
27 TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO
28 ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION

1 THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISOR'S
2 TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY
3 BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX
4 TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY
5 TRANSACTION CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

6 25. Settlement Awards Do Not Trigger Additional Benefits. All payments made under the
7 Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually
8 are issued to the payee. It is expressly understood and agreed that payments made under this
9 Settlement shall not in any way entitle Plaintiff, Settlement Class Members, or any PAGA Member to
10 additional compensation or benefits under any new or additional compensation or benefits, or any
11 bonus, contest, or other compensation or benefit plan or agreement in place during the Class Period,
12 nor will it entitle Plaintiff, Settlement Class Members, or any PAGA Member to any increased
13 retirement, 401K benefits or matching benefits, or deferred compensation benefits (notwithstanding
14 any contrary language or agreement in any benefit or compensation plan document that might have
15 been in effect during the Class Period).

16 26. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.
17 Plaintiff will obtain a hearing date from the Court for Plaintiff's motion for preliminary approval of
18 the Settlement, which Class Counsel will be responsible for drafting, and submit this Settlement
19 Agreement to the Court in support of said motion. Class Counsel will provide Defendant's Counsel a
20 draft of the preliminary approval motion before filing it with the Court. Defendant agrees not to
21 oppose the motion for preliminary approval of the Settlement consistent with this Settlement
22 Agreement. By way of said motion, Plaintiff will apply for the entry of the Preliminary Approval
23 Order seeking the following:

- 24 a. Conditionally certifying the Class for settlement purposes only;
- 25 b. Granting Preliminary Approval of the Settlement;
- 26 c. Preliminarily appointing Plaintiff as the representative of the Class;
- 27 d. Preliminarily appointing Class Counsel as counsel for the Class;
- 28 e. Approving as to form and content, the mutually-agreed upon and proposed

1 Class Notice and directing its mailing by First Class U.S. Mail;

2 f. Approving the manner and method for Class Members to request exclusion
3 from or object to the Class Settlement as contained herein and within the Class Notice; and

4 g. Scheduling a Final Approval Hearing at which the Court will determine whether
5 Final Approval of the Settlement should be granted.

6 27. Notice of Settlement to the LWDA. Pursuant to California Labor Code § 2699(1)(2),
7 Class Counsel shall notify the LWDA of the Settlement.

8 28. Delivery of Class List. Within fourteen (14) calendar days of Preliminary Approval,
9 Defendant will provide the Class List to the Settlement Administrator.

10 29. Notice by First-Class U.S. Mail.

11 a. Within seven (7) calendar days after receiving the Class List from Defendant,
12 the Settlement Administrator will perform a search based on the National Change of Address Database
13 or any other similar services available, such as provided by Experian, for information to update and
14 correct for any known or identifiable address changes, and will mail a Class Notice in English and
15 Spanish (in the form attached as **Exhibit A** to this Settlement Agreement) to all Class Members via
16 First-Class U.S. Mail, using the most current, known mailing addresses identified by the Settlement
17 Administrator.

18 b. Any Class Notice returned to the Settlement Administrator as undeliverable on
19 or before the Response Deadline will be sent promptly via First-Class U.S. Mail to the forwarding
20 address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on
21 the Class Notice. If no forwarding address is provided, the Settlement Administrator will promptly
22 attempt to determine the correct address using a skip-trace or other search, using the name, address,
23 and/or Social Security number of the Class Member, and perform a single re-mailing within five (5)
24 calendar days.

25 c. Compliance with the procedures described herein above shall constitute due and
26 sufficient notice to Class Members of the Settlement and shall satisfy the requirements of due process.
27 Nothing else shall be required of or done by the Parties, Class Counsel, or Defendant's Counsel to
28 provide notice of the Settlement.

1 30. Disputes Regarding Workweeks and/or Pay Periods. Class Members will have an
2 opportunity to dispute the number of Workweeks and/or Pay Periods which have been credited to
3 them, as reflected in their respective Class Notices, by submitting a timely and valid Dispute to the
4 Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the
5 postmark on the return mailing envelope will be the exclusive means to determine whether a Dispute
6 has been timely submitted. Absent evidence rebutting the accuracy of Defendant’s records and data
7 as they pertain to the number of Workweeks and/or Pay Periods to be credited to a disputing Class
8 Member, Defendant’s records will be presumed to be correct and determinative of the dispute.
9 However, if a Class Member produces information and/or documents to the contrary, the Settlement
10 Administrator will evaluate the materials submitted by the Class Member and the Settlement
11 Administrator will resolve and determine the number of eligible Workweeks and/or Pay Periods that
12 the disputing Class Member should be credited with under the Settlement. The Settlement
13 Administrator’s decision on such disputes will be final and non-appealable.

14 31. Requesting Exclusion from the Class Settlement. Any Class Member wishing to be
15 excluded from the Class Settlement must submit a timely and valid Request for Exclusion to the
16 Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the
17 postmark on the return mailing envelope will be the exclusive means to determine whether a Request
18 for Exclusion has been timely submitted. The Settlement Administrator will certify jointly to Class
19 Counsel and Defendant’s Counsel the number of timely and valid Requests for Exclusion that are
20 submitted, and also identify the individuals who have submitted a timely and valid Request for
21 Exclusion in a declaration that is to be filed with the Court in advance of the Final Approval Hearing.
22 At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members
23 to request exclusion from the Class Settlement. Any Class Member who submits a Request for
24 Exclusion is prohibited from making any objection to the Class Settlement. Any Class Member who
25 submits a timely and valid Request for Exclusion will not be bound by the Class Settlement and will
26 not be issued an Individual Settlement Payment. Any Class Member who does not affirmatively
27 request exclusion from the Class Settlement by submitting a timely and valid Request for Exclusion
28 will be bound by all of the terms of the Class Settlement, including and not limited to those pertaining

1 to the Released Class Claims, as well as any judgment that may be entered by the Court if it grants
2 Final Approval to the Settlement. Notwithstanding the above, all PAGA Members will be bound to
3 the PAGA Settlement and will be issued their Individual PAGA Payment, irrespective of whether they
4 submit a Request for Exclusion.

5 32. Objecting to the Class Settlement. To object to the Class Settlement, Settlement Class
6 Members must submit a timely and complete Notice of Objection to the Settlement Administrator, by
7 mail, postmarked on or before the Response Deadline. The date of the postmark on the return mailing
8 envelope will be the exclusive means to determine whether a Notice of Objection has been timely
9 submitted. The Settlement Administrator will certify jointly to Class Counsel and Defendant's
10 Counsel the number of Notices of Objection that are submitted (specifying which ones were timely
11 and complete and which were not), and also attach them to a declaration that is to be filed with the
12 Court in advance of the Final Approval Hearing. At no time will any of the Parties or their counsel
13 seek to solicit or otherwise encourage Settlement Class Members to object to the Class Settlement or
14 appeal from the Final Approval Order and Judgment. Settlement Class Members, individually or
15 through counsel, may also present their objection orally at the Final Approval Hearing, regardless of
16 whether they have submitted a Notice of Objection.

17 33. Reports by the Settlement Administrator. The Settlement Administrator shall provide
18 weekly reports to counsel for the Parties providing: (a) the number of undeliverable and re-mailed
19 Class Notices; (ii) the number of Class Members who have submitted Disputes; (iii) the number of
20 Class Members who have submitted Requests for Exclusion; and (iv) the number of Settlement Class
21 Members who have submitted Notices of Objection. Additionally, the Settlement Administrator will
22 provide to counsel for the Parties any updated reports regarding the administration of the Settlement
23 Agreement as needed or requested, and immediately notify the Parties when it receives a request from
24 an individual or any other entity regarding inclusion in the Class and/or Settlement or regarding a
25 Dispute.

26 34. Defendant's Right to Rescind. If more than ten percent (10%) of the Class Members
27 submit timely and valid Requests for Exclusion, Defendant may elect to rescind the Settlement
28 Agreement. Defendant must exercise this right of rescission in writing that is provided to Class

1 Counsel within fourteen (14) business days of the Settlement Administrator notifying the Parties of
2 the number of Class Members who have submitted timely and valid Requests for Exclusion following
3 the Response Deadline. If Defendant exercises this option, Defendant shall pay any costs of settlement
4 administration owed to the Settlement Administrator incurred up to that date.

5 35. Certification of Completion. Upon completion of administration of the Settlement, the
6 Settlement Administrator will provide a written declaration under oath to certify such completion to
7 the Court and counsel for all Parties.

8 36. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After
9 the Response Deadline, a Final Approval Hearing will be conducted to determine whether Final
10 Approval of the Settlement should be granted, along with the amounts properly payable for: (a)
11 Individual Settlement Shares; (b) Individual PAGA Payments; (c) LWDA Payment; (d) Attorneys'
12 Fees and Costs; (e) Enhancement Payment; and (f) Settlement Administration Costs. The Final
13 Approval Hearing will not be held earlier than thirty (30) calendar days after the Response Deadline.
14 Plaintiff and Class Counsel will be responsible for drafting the motion seeking Final Approval of the
15 Settlement. Class Counsel will provide Defendant's Counsel a draft of the final approval motion
16 before filing it with the Court. By way of said motion, Plaintiff will apply for the entry of the Final
17 Approval Order and Judgment, which will provide for, in substantial part, the following:

18 a. Approval of the Settlement as fair, reasonable, and adequate, and directing
19 consummation of its terms and provisions;

20 b. Certification of the Settlement Class;

21 c. Approval of the application for Attorneys' Fees and Costs to Class Counsel;

22 d. Approval of the application for Enhancement Payment to Plaintiff;

23 e. Directing Defendant to fund all amounts due under the Settlement Agreement
24 and ordered by the Court; and

25 f. Entering judgment in the Action, while maintaining continuing jurisdiction, in
26 conformity with California Rules of Court 3.769 and the Settlement Agreement.

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1 37. Funding of the Gross Settlement Amount. Defendant will fund the Gross Settlement
2 Amount in two (2) installments as follows:

3 a. First Installment: Defendant will deposit half of the Gross Settlement Amount (i.e.,
4 \$375,000.00) and half of the Employer Taxes as follows:

- 5 i. If no objection(s), no later than seven (7) business days after Final Approval.
6 ii. If there is an objection(s), no later than sixty-five (65) calendar days following
7 entry of the Final Approval Order and Judgment (provided no appeal is filed).
8 iii. If an appeal is filed to the Final Approval Order and Judgment, no later than
9 thirty (30) business days after the Final Approval Order and Judgment is
10 affirmed.

11 b. Second Installment: Defendant will deposit the remaining half of the Gross Settlement
12 Amount (i.e., \$375,000.00) and the remaining half of the Employer Taxes six (6)
13 months after the First Installment.

14 c. No later than seven (7) business days after Final Approval, Defendant will provide all
15 information necessary for the Settlement Administrator to calculate necessary payroll
16 taxes including its official name, 8-digit state unemployment insurance tax ID number,
17 and other information requested by the Settlement Administrator.

18 38. Distribution of the Gross Settlement Amount.

19 a. Within five (5) business days of the funding of the First Installment, the Settlement
20 Administrator will issue half of the Individual Settlement Payments to Settlement Class
21 Members, half of the Individual PAGA Payments to PAGA Members, half of the
22 LWDA Payment to the LWDA, half of the Enhancement Payment to Plaintiff, half of
23 the Attorneys' Fees and Costs to Class Counsel, and half of the Settlement
24 Administration Costs to itself.

25 b. Within five (5) business days of the funding of the Second Installment, the Settlement
26 Administrator will issue the remaining half of the Individual Settlement Payments to
27 Settlement Class Members, the remaining half of the Individual PAGA Payments to
28 PAGA Members, the remaining half of the LWDA Payment to the LWDA, the
remaining half of the Enhancement Payment to Plaintiff, the remaining half of the
Attorneys' Fees and Costs to Class Counsel, and the remaining half of the Settlement

1 Administration Costs to itself. The Settlement Administrator shall also set aside the
2 Employer Taxes and all employee-side payroll taxes, contributions, and withholding,
3 and timely forward these to the appropriate government authorities.

4 39. Settlement Checks. The Settlement Administrator will be responsible for undertaking
5 appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way
6 of check to the Settlement Class Members and the Individual PAGA Payments by way of check to the
7 PAGA Members in accordance with this Settlement Agreement. When issuing payments, the
8 Settlement Administrator may combine the Individual Settlement Payment and Individual PAGA
9 Payment into one check if the intended recipient for both payments is one individual. Settlement Class
10 Members and PAGA Members are not required to submit a claim to be issued an Individual Settlement
11 Payment and/or Individual PAGA Payment. Each Individual Settlement Payment and Individual
12 PAGA Payment check will be valid and negotiable for one hundred and eighty (180) calendar days
13 from the date the checks are issued, and thereafter, shall be canceled. Any funds associated with such
14 canceled checks shall be distributed by the Settlement Administrator to the State of California's
15 Unclaimed Property Division in the name of the Settlement Class Member and/or PAGA Member.
16 The Parties agree that this disposition results in no "unpaid residue" under California Civil Procedure
17 Code Section 384, as the entire Net Settlement Amount will be paid out to Settlement Class Members,
18 whether or not they cash their settlement checks. Therefore, Defendant will not be required to pay
19 any interest on such amounts. The Settlement Administrator shall undertake amended and/or
20 supplemental tax filings and reporting required under applicable local, state, and federal tax laws that
21 are necessitated due to the cancelation of any Individual Settlement Payment and/or Individual PAGA
22 Payment checks. Settlement Class Members whose Individual Settlement Payment checks are
23 canceled shall, nevertheless, be bound by the Class Settlement, and PAGA Members whose Individual
24 PAGA Payment checks are canceled shall, nevertheless, be bound by the PAGA Settlement.

25 40. Class Settlement Release. Upon the Effective Date and full funding of the Gross
26 Settlement Amount, Plaintiff and all Settlement Class Members will be deemed to have fully, finally,
27 and forever released, settled, compromised, relinquished, and discharged the Released Parties of all
28 Released Class Claims.

1 41. PAGA Settlement Release. Upon the Effective Date and full funding of the Gross
2 Settlement Amount, Plaintiff, the State of California with respect to all PAGA Members, and all
3 PAGA Members will be deemed to have fully, finally, and forever released, settled, compromised,
4 relinquished, and discharged the Released Parties of all Released PAGA Claims.

5 42. Plaintiff's General Release. Upon the Effective Date and full funding of the Gross
6 Settlement Amount, Plaintiff, individually and on her own behalf, will be deemed to have fully, finally,
7 and forever released, settled, compromised, relinquished, and discharged the Released Parties from
8 any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees,
9 damages, or causes of action of any kind or nature whatsoever, known or unknown, suspected or
10 unsuspected, asserted or unasserted, arising out of, relating to, or resulting from her employment
11 and/or separation of employment with Defendant, which Plaintiff, at any time up until the execution
12 of this Settlement Agreement, had or claimed to have or may have. It is agreed that this is a general
13 release and is to be broadly construed as a release of all claims, provided that, notwithstanding the
14 foregoing, this Paragraph expressly does not include a release of any claims that cannot be released
15 hereunder by law. Any and all rights granted under any state or federal law or regulation limiting the
16 effect of this Settlement Agreement, including the provisions of Section 1542 of the California Civil
17 Code, ARE HEREBY EXPRESSLY WAIVED. Section 1542 of the California Civil Code reads as
18 follows:

19 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR**
20 **OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER**
21 **FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM**
22 **OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH**
23 **THE DEBTOR OR RELEASED PARTY.**

24 43. Final Approval Order and Judgment. The Parties shall provide the Settlement
25 Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court,
26 and the Settlement Administrator shall post the Final Approval Order and Judgment on its website for
27 sixty (60) calendar days. No individualized notice of the Final Approval Order and Judgment to the
28 Class will be required.

1 44. Continued Jurisdiction. After entry of the judgment pursuant to the Settlement, the
2 Court will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and
3 Section 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the
4 interpretation and enforcement of the terms of the Settlement, (b) settlement administration matters,
5 and (c) such post-judgment matters as may be appropriate under court rules or as set forth in this
6 Settlement Agreement.

7 45. Effects of Termination or Rescission of Settlement. Termination or rescission of the
8 Settlement Agreement shall have the following effects:

9 a. The Settlement Agreement shall be void and shall have no force or effect, and
10 no Party shall be bound by any of its terms;

11 b. In the event the Settlement Agreement is terminated, Defendant shall have no
12 obligation to make any payments to any Party, Class Member, or attorney, except that the terminating
13 Party shall pay the Settlement Administrator for services rendered up to the date the Settlement
14 Administrator is notified that the Settlement has been terminated;

15 c. The Preliminary Approval Order and Final Approval Order and Judgment,
16 including any order certifying the Class, shall be vacated;

17 d. The Settlement Agreement and all negotiations, statements, and proceedings
18 relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be
19 restored to their respective positions in the Action prior to the execution of the Settlement Agreement;

20 e. Neither this Settlement Agreement, nor any ancillary documents, actions,
21 statements, or filings in furtherance of the Settlement (including all matters associated with the
22 mediation) shall be admissible or offered into evidence in the Action or any other action for any
23 purpose whatsoever; and

24 f. Any documents generated to bring the Settlement into effect, will be null and
25 void, and any order or judgment entered by the Court in furtherance of this Settlement Agreement will
26 likewise be treated as void from the beginning.

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1 46. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
2 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
3 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause
4 of action or right herein released and discharged.

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

8 48. Entire Agreement. This Settlement Agreement and any attached exhibits constitute the
9 entirety of the Parties' agreement relating to the settlement and transaction completed thereby, and all
10 prior or contemporaneous agreements, understandings, representations, and statements, whether oral
11 or written and whether by a Party or such Party's legal counsel, are merged herein. No other prior or
12 contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties
13 expressly recognize California Civil Code Section 1625 and California Code of Civil Procedure
14 Section 1856(a), which provide that a written agreement is to be construed according to its terms and
15 may not be varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic
16 oral or written representations or terms will modify, vary, or contradict the terms of this Settlement
17 Agreement.

18 49. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in
19 the Action (including with respect to California Code of Civil Procedure Section 583.310), except
20 such proceedings necessary to implement and complete this Settlement Agreement, pending the Final
21 Approval Hearing to be conducted by the Court.

22 50. Amendment or Modification. Prior to the filing of the motion for preliminary approval
23 of the Settlement, the Parties may not amend or modify any provision of this Settlement Agreement
24 except by written agreement signed by counsel for all Parties. After the filing of the motion for
25 preliminary approval of the Settlement, the Parties may not amend or modify any provision of this
26 Settlement Agreement except by written agreement signed by counsel for all the Parties and subject
27 to Court approval. A waiver or amendment of any provision of this Settlement Agreement will not
28 constitute a waiver of any other provision.

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1 51. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
2 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
3 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
4 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
5 effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have
6 full authority to enter into this Settlement Agreement, and further intend that this Settlement
7 Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible
8 and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation
9 confidentiality provisions that otherwise might apply under state or federal law.

10 52. Signatories. It is agreed that because the members of the Class are so numerous, it is
11 impossible or impractical to have each Settlement Class Member or PAGA Member execute this
12 Settlement Agreement. The Class Notice will advise all Class Members of the binding nature of the
13 Class Settlement as to the Settlement Class Members and the binding nature of the PAGA Settlement
14 as to the PAGA Members, and the releases provided for by this Settlement Agreement shall have the
15 same force and effect as if this Settlement Agreement were executed by each Settlement Class Member
and PAGA Member.

16 53. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
17 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

18 54. California Law Governs. All terms of this Settlement Agreement and attached exhibits
19 hereto will be governed by and interpreted according to the laws of the State of California.

20 55. Execution and Counterparts. This Settlement Agreement is subject only to the
21 execution of all Parties. However, this Settlement Agreement may be executed in one or more
22 counterparts. All executed counterparts and each of them, including facsimile, electronic, and scanned
23 copies of the signature page, will be deemed to be one and the same instrument.

24 56. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
25 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at
26 this Settlement after arm's length negotiations and in the context of adversarial litigation, taking into
27 account all relevant factors, present and potential. The Parties further acknowledge that they are each
28 represented by competent counsel and that they have had an opportunity to consult with their counsel

1 regarding the fairness and reasonableness of this Settlement Agreement. In addition, if necessary to
2 obtain approval of the Settlement, the Mediator may execute a declaration supporting the Settlement
3 and the reasonableness of the Settlement and the Court may, in its discretion, contact the Mediator to
4 discuss the Settlement and whether or not the Settlement is objectively fair and reasonable.

5 57. Invalidity of Any Provision. Before declaring any provision of this Settlement
6 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
7 possible consistent with applicable precedents so as to define all provisions of this Settlement
8 Agreement valid and enforceable.

9 58. Plaintiff's Cooperation. Plaintiff agrees to sign this Settlement Agreement and, by
10 signing this Settlement Agreement, is hereby bound by the terms herein and agrees to fully cooperate
11 to implement the Settlement.

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

26 60. Captions. The captions and paragraph numbers in this Settlement Agreement are
27 inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or
28 intent of the provisions of this Settlement Agreement.

1 vedang@tomorrowlaw.com
2 Brandon Chang
3 brandon@tomorrowlaw.com
4 **BIBIYAN LAW GROUP, P.C.**
5 1460 Westwood Blvd
6 Los Angeles, California 90024
7 Tel: (310) 438-5555 / Fax: (310) 300-1705

8 To Defendant:
9 Katherine C. Den Bleyker
10 kdenbleyker@ohaganmeyer.com
11 Krikor Moloyan
12 kmoloyan@ohaganmeyer.com
13 **O'HAGAN MEYER**
14 550 S. Hope Street, Suite 2400
15 Los Angeles, California 90071

16 65. Cooperation and Execution of Necessary Documents. All Parties and their counsel will
17 cooperate with each other in good faith and use their best efforts to implement the Settlement,
18 including and not limited to, executing all documents to the extent reasonably necessary to effectuate
19 the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or
20 content of any document needed to implement the Settlement Agreement, or on any supplemental
21 provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties
22 may seek the assistance of the Mediator and then the Court to resolve such disagreement.

23 **IN WITNESS WHEREOF**, the Parties hereto knowingly and voluntarily executed this Joint
24 Stipulation of Class Action and PAGA Settlement between Plaintiff and Defendant:

25 **IT IS SO AGREED.**

26 **PLAINTIFF INGRID RUANO**

27 Dated: 12/11/2025

28 *Ingrid Ruano*

Plaintiff Ingrid Ruano

**DEFENDANT BOX EXPRESS
MANUFACTURING**

Dated: 12/18/2025

EROBLES


Full Name: Erica Robles
Title: Director of Operations

On behalf of Defendant Box Express
Manufacturing

APPROVED AS TO FORM:

BLACKSTONE LAW, APC

Dated: December 12, 2025

By: 

Alexandra Rose
Jasmine Y. Kianfard
Attorneys for Plaintiff Ingrid Ruano


BIBIYAN LAW GROUP, P.C.

Dated: _____

By: _____
David D. Bibiyan
Vedang J. Patel
Attorneys for Plaintiff Ingrid Ruano

O'HAGAN MEYER LLP

Dated: 12/18/25

By: 

Krikor Moloyan
Attorneys for Defendant Box Express
Manufacturing

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On behalf of Defendant Box Express
Manufacturing

APPROVED AS TO FORM:

BLACKSTONE LAW, APC

Dated: _____

By: _____

Alexandra Rose
Jasmine Y. Kianfard
Attorneys for Plaintiff Ingrid Ruano

BIBIYAN LAW GROUP, P.C.

Dated: December 17, 2025

By: Vedang J. Patel

David D. Bibiyah
Vedang J. Patel
Attorneys for Plaintiff Ingrid Ruano

O'HAGAN MEYER LLP

Dated: _____

By: _____

Krikor Moloyan
Attorneys for Defendant Box Express
Manufacturing

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Ingrid Ruano v. Box Express Manufacturing **Superior Court of California for the County of Los Angeles, Case No. 23STCV17209**

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendant’s records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Class Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Workweeks and/or Pay Periods that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff Ingrid Ruano (“Plaintiff”) and Defendant Box Express Manufacturing (“Defendant”) (Plaintiff and Defendant are collectively referred to as the “Parties”) in the case entitled *Ruano v. Box Express MFG*, Los Angeles Superior Court, Case No. 23STCV17209 (“Action”), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] (“Final Approval Hearing”) to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

“**Class**” or “**Class Member(s)**” means all current and former non-exempt, hourly paid employees who worked for Defendant in the State of California at any time during the Class Period.

“**Class Period**” means the period from July 21, 2019 through September 29, 2025.

“**Class Settlement**” means the settlement and resolution of all Released Class Claims.

“**PAGA Member(s)**” means all current and former non-exempt, hourly paid employees who worked for Defendant in the State of California at any time during the PAGA Period.

“**PAGA Period**” means the period from August 4, 2022 through September 29, 2025.

“**PAGA Settlement**” means the settlement and resolution of all Released PAGA Claims.

II. BACKGROUND OF THE ACTION

On July 21, 2023, former plaintiff Jesus Patino Perez (“Former Plaintiff”) filed a Class Action Complaint in the Action, thereby commencing a putative class action against Defendant. On August 4, 2023, Plaintiff provided written notice to the Labor and Workforce Development Agency (“LWDA”) by online submission and to Defendant by U.S. Certified Mail, pursuant to California Labor Code Section 2699.3, of the specific provisions of the California Labor Code alleged to have been violated by Defendant (“PAGA Letter”). On September 26, 2024, Plaintiff filed a First Amended Class Action Complaint in the Action, which replaced Former Plaintiff with Plaintiff as the named plaintiff. On [redacted], 2025, Plaintiff filed a Second Amended Class and Representative Action Complaint (“Operative Complaint”) in the Action.

Plaintiff contends that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, failure to reimburse necessary business expenses, and failure to pay interest on deposits, and thereby engaged in unfair business practices in violation of the California Business and Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698, *et seq.* (“PAGA”). Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys’ fees and costs.

Defendant denies all of the allegations in the Action or that it violated any law.

The Parties participated in mediation with a respected class action mediator, Tagore Subramaniam, Esq., and as a result, the Parties reached a settlement. The Parties have since entered into a Joint Stipulation of Class Action and PAGA Settlement (“Settlement” or “Settlement Agreement”).

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Apex Class Action LLC as the administrator of the Settlement (“Settlement Administrator”), Plaintiff Ingrid Ruano as representative of the Class (“Class Representative”), and the following Plaintiff’s attorneys as counsel for the Class (“Class Counsel”):

Jonathan M. Genish
Miriam L. Schimmel
Joana Fang
Alexandra Rose
Jared C. Osborne
Jasmine Y. Kianfard
Blackstone Law, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

David D. Bibiyan
Vedang Patel
Bibiyan Law Group, P.C.
1460 Westwood Blvd
Los Angeles, California 90024
Tel: (310) 438-5555 / Fax: (310) 300-1705

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks and/or Pay Periods credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Member, you do not need to take any action to receive an Individual PAGA Payment; you will not have the opportunity to object or seek exclusion from the PAGA Settlement and all PAGA Members will be bound to the PAGA Settlement if the Court grants final approval of the Settlement.

If the Court grants final approval, Defendant will fund the Gross Settlement Amount in two (2) installments as follows:

- **First Installment:** Defendant will deposit half of the Gross Settlement Amount (i.e., \$375,000.00) and half of the Employer Taxes as follows:
 - i. If no objection(s), no later than seven (7) business days after Final Approval.
 - ii. If there is an objection(s), no later than sixty-five (65) calendar days following entry of the Final Approval Order and Judgment (provided no appeal is filed).
 - iii. If an appeal is filed to the Final Approval Order and Judgment, no later than thirty (30) business days after the Final Approval Order and Judgment is affirmed.
- **Second Installment:** Defendant will deposit the remaining half of the Gross Settlement Amount (i.e., \$375,000.00) and the remaining half of the Employer Taxes six (6) months after the First Installment.

Payments will be disbursed as follows:

- Within five (5) business days of the funding of the First Installment, the Settlement Administrator will issue half of the Individual Settlement Payments to Settlement Class Members, half of the Individual PAGA Payments to PAGA Members, half of the LWDA Payment to the LWDA, half of the Enhancement Payment to Plaintiff, half of the Attorneys’ Fees and Costs to Class Counsel, and half of the Settlement Administration Costs to itself.
- Within five (5) business days of the funding of the Second Installment, the Settlement Administrator will issue the remaining half of the Individual Settlement Payments to Settlement Class Members, the

remaining half of the Individual PAGA Payments to PAGA Members, the remaining half of the LWDA Payment to the LWDA, the remaining half of the Enhancement Payment to Plaintiff, the remaining half of the Attorneys' Fees and Costs to Class Counsel, and the remaining half of the Settlement Administration Costs to itself.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiff, Class Members, or PAGA Members. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members, the State of California, and PAGA Members.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is Seven Hundred Fifty Thousand Dollars and Zero Cents (\$750,000.00) (the "Gross Settlement Amount"). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys' fees, in an amount not to exceed one-third (1/3) of the Gross Settlement Amount (i.e., \$250,000.00 if the Gross Settlement Amount is \$750,000), and reimbursement of litigation costs and expenses, in an amount not to exceed Thirty-Thousand Dollars and Zero Cents (\$30,000.00) to Class Counsel; (2) Enhancement Payment in an amount not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff for her services in the Action; (3) the amount of Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00) allocated toward civil penalties under the Private Attorneys General Act ("PAGA Amount"), of which the LWDA will be paid 75% (\$56,250.00) ("LWDA Payment") and the remaining 25% (\$18,750.00) will be distributed to PAGA Members ("PAGA Member Amount"); and (4) Settlement Administration Costs in an amount not to exceed Eight Thousand Five Hundred Dollars and Zero Cents (\$8,500.00) to the Settlement Administrator.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount ("Individual Settlement Share") based on the number of weeks each Class Member worked for Defendant as a non-exempt, hourly paid employee in California during the Class Period. ("Workweeks"). The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the "Estimated Workweek Value," and multiplied each Class Member's individual Workweeks by the Estimated Workweek Value to yield an estimated Individual Settlement Share that each Class Member may be entitled to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion ("Settlement Class Members") will be issued their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as twenty percent (20%) as wages, which will be reported on an IRS Form W-2, and eighty percent (80%) as penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee's share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Shares resulting in a net payment to the Settlement Class Member ("Individual Settlement Payment"). The employer's share of taxes and contributions in connection with the wages portion of Individual Settlement Shares ("Employer Taxes") will be paid by Defendant separately and in addition to the Gross Settlement Amount.

PAGA Members are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Member Amount ("Individual PAGA Payment") based on the number of pay periods each PAGA Member worked for Defendant as a non-exempt, hourly paid employee in California during the PAGA Period ("Pay Periods"). The Settlement Administrator had divided the PAGA Member Amount, i.e., 25% of the PAGA Amount, by the Pay Periods of all PAGA Members to yield the "PAGA Pay Period Value," and multiplied each PAGA Member's individual Pay Periods by the Pay Period Value to yield each PAGA Member's Individual PAGA Payment.

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class

Members and Individual PAGA Payments will be mailed to PAGA Members at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks and Pay Periods (if applicable) Based on Defendant’s Records

According to Defendant’s records:

- **From July 21, 2019 through September 29, 2025 (i.e., the Class Period), you are credited as having worked [REDACTED] Workweeks.**
- **From August 4, 2022 through September 29, 2025 (i.e., the PAGA Period), you are credited as having worked [REDACTED] Pay Periods.**

If you wish to dispute the Workweeks and/or Pay Periods credited to you, you must submit your dispute in writing to the Settlement Administrator (“Dispute”). The Dispute must: (a) contain the case name and number of the Action (*Ruano v. Box Express, MFG*, Case No. 23STCV17209); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) clearly state that you dispute the number of Workweeks and/or Pay Periods credited to you and what you contend is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **on or before [Response Deadline]**.

C. Your Estimated Individual Settlement Share and Individual PAGA Payment (if applicable)

As explained above, your estimated Individual Settlement Share and Individual PAGA Payment (if applicable) is based on the number of Workweeks and Pay Periods (if applicable) credited to you.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ [REDACTED]. The Individual Settlement Share is subject to reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [REDACTED] and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take multiple months. Your Individual Settlement Share and Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and Individual PAGA Payment (if applicable) may be higher or lower.

D. Release of Claims

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff, the State of California with respect to all PAGA Employees, and all PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

“Released Class Claims” means any and all claims which were alleged or which could have been reasonably alleged based on the factual allegations in the Operative Complaint, arising during the Class Period, which shall specifically include claims for Defendant’s alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide accurate wage statements, reimburse necessary business-related expenses, and pay interest on deposits in violation of California Labor Code Sections 200, 201, 202, 203, 204, 210, 218, 218.5, 226, 226.7, 227.3, 404, 510, 512, 516, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802, the applicable Industrial Welfare Commission Wage Order, and California Business and Professions Code sections 17200, *et seq.*

“Released PAGA Claims” means any and all claims arising from any of the factual allegations in the PAGA Letter and the Operative Complaint, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, which shall specifically include claims for Defendant’s alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide compliant wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order.

“Released Parties” means Defendant and each of its former, present, and future owners, parents, and subsidiaries, and all of their current, former, and future officers, directors, members, managers, employees, consultants, partners, shareholders, joint venturers, agents, predecessors, successors, assigns, accountants, insurers, reinsurers, and/or legal representatives.

E. Attorneys’ Fees and Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount not to exceed one-third (1/3) of the Gross Settlement Amount (i.e., \$250,000.00 if the Gross Settlement Amount is \$750,000) and reimbursement of litigation costs and expenses in an amount not to exceed Thirty Thousand Dollars and Zero Cents (\$30,000.00) (collectively, “Attorneys’ Fees and Costs”), subject to approval by the Court. The Attorneys’ Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff, Class Members, and PAGA Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payment to Plaintiff

Plaintiff will seek the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) (“Enhancement Payment), in recognition of her services in connection with the Action. The Enhancement Payment will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, it will be paid to Plaintiff in addition to her Individual Settlement Payment and Individual PAGA Payment that she is entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Eight Thousand Five Hundred Dollars and Zero Cents (\$8,500.00) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Class Settlement and receive money from the Class Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement and if the Court grants final approval of the Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims against the Released Parties as described in Section III.D above.

If you are a PAGA Member and the Court grants final approval of the Settlement, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims against the Released Parties as described in Section III.D above.

As a Class Member and PAGA Member (if applicable), you will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney’s fees and expenses.

B. Request Exclusion from the Class Settlement

Class Members may request to be excluded from the Class Settlement by submitting a letter (“Request for Exclusion”) to the Settlement Administrator, at the following address:

[Settlement Administrator]
[Mailing Address]

A Request for Exclusion must: (a) contain the case name and number of the Action (*Ruano v. Box Express, MFG*, Case No. 23STCV17209); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address above, postmarked **on or before** [Response Deadline].

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be issued an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a timely and valid Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. PAGA Members will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object to the Class Settlement as long as you have not submitted a Request for Exclusion by submitting a written objection (“Notice of Objection”) to the Settlement Administrator.

The Notice of Objection must: (a) contain the case name and number of the Action (*Ruano v. Box Express, MFG*, Case No. 23STCV17209); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked **on or before** [Response Deadline].

You may also appear at the Final Approval Hearing and present your objection orally, regardless of whether you have submitted a Notice of Objection.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 1 of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, California 90012, on [date], at [time], to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys’ Fees and Costs to Class Counsel, Enhancement Payment to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

The Final Approval Hearing may be continued without further notice to the Class Members and PAGA Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

You can find more information regarding appearing remotely through LA Court Connect online at: <https://www.lacourt.org/laceligibility/ui/civil.aspx?casetype=ci>

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers, which are on file with the Court.

You may view the Settlement Agreement and other documents filed in the Action by visiting Stanley Mosk Courthouse, 111 North Hill Street, California 90012, during normal business hours, or by online by visiting the following website: <https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information/cp/os-civil-case-access>

You may also visit the Settlement Administrator's website at [REDACTED] for key documents in the Action.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.