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15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
 16 **FOR THE COUNTY OF LOS ANGELES**

17 JOSHUA OLIVARES, individually, and on  
 18 behalf of all others similarly situated, and  
 19 on behalf of the State of California and  
 20 other aggrieved persons,

21 *Plaintiff,*

22 v.

23 NAB GALE INC. DBA WABA GRILL  
 24 #216, a California corporation; BAJWA  
 25 GROUP OF COMPANIES INC., a stock  
 26 corporation; NAB 2SB INC., a stock  
 27 corporation; JBNK RESTAURANTS, INC.,  
 28 a stock corporation; WABA GRILL  
 FRANCHISE CORP., a stock corporation;  
 JERRY BAJWA, an individual; and DOES  
 3 through 10, inclusive,

29 *Defendants.*

Case No. 22STCV37427  
 Assigned to Hon. William F. Highberger, Dept.  
 10  
 Complaint filed: November 29, 2022  
 Trial date: Not Set

**CLASS ACTION AND PAGA  
 SETTLEMENT AGREEMENT**

30 This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between  
 31 Plaintiff Joshua Olivares (“Plaintiff”) and Defendants NAB GALE INC. DBA WABA GRILL  
 32 #216, a California corporation; BAJWA GROUP OF COMPANIES INC., a stock corporation;  
 33 NAB 2SB INC., a stock corporation; JBNK RESTAURANTS, INC., a stock corporation; WABA

1 GRILL FRANCHISE CORP., a stock corporation; JERRY BAJWA, an individual; and DOES 3  
2 through 10, inclusive, (“Defendant”). The Agreement refers to Plaintiff and Defendant  
3 collectively as “Parties,” or individually as “Party.”

4 1. **DEFINITIONS.**

5 1.1 “Action” means Plaintiff’s lawsuit alleging class action wage and hour violations  
6 against Defendants captioned *Joshua Olivares v. NAB GALE INC. DBA WABA GRILL #216, a*  
7 *California corporation; BAJWA GROUP OF COMPANIES INC., a stock corporation; NAB*  
8 *2SB INC., a stock corporation; JBNK RESTAURANTS, INC., a stock corporation; WABA*  
9 *GRILL FRANCHISE CORP., a stock corporation; JERRY BAJWA, an individual; and DOES 3*  
10 *through 10, inclusive, Los Angeles County Superior Court Case No. 22STCV37427.*

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

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

17 1.4 “Aggrieved Employee” means all individuals who provided labor or services for  
18 Defendant in California during the PAGA Period for remuneration, as more fully defined in Labor  
19 Code section 2775, *et seq.*, including current and former employees (“Aggrieved Employee(s)”).

20 1.5 “Class” means all individuals who provided labor or services for Defendant in California  
21 during the Class Period for remuneration, as more fully defined in Labor Code section 2775, *et*  
22 *seq.*, including current and former employees (“Class Member(s)”).

23 1.6 “Class Counsel” means Thiago M. Coelho, Esq., Rachel Vinson, Esq., Alan Wilcox,  
24 Esq., and Lucy Nguyen, Esq. of Wilshire Law Firm, PLC.

25 1.7 “Class Counsel Fees and Payments” means an award of attorneys’ fees granted to Class  
26 Counsel and paid from the Gross Settlement Amount. The Parties have agreed Plaintiff will  
27 request approval from the Court of up to one-third (1/3) of the GSA (currently \$58,327.50 [fifty  
28 eight thousand three hundred twenty-seven dollars and fifty cents]).

1 1.8 “Class Counsel Litigation Expenses Payment” means the amount allocated to Class  
2 Counsel for reimbursement of reasonable expenses and costs incurred to prosecute the Action,  
3 not to exceed \$27,500.00 and paid from the Gross Settlement Amount.

4 1.9 “Class Data” means Class Member identifying information in Defendant’s possession,  
5 custody, or control for each Class Member, including each Class Member’s name, Social Security  
6 Number, last-known mailing address, number of Workweeks, and number of PAGA Pay Periods

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

11 1.11 “Class Notice” means the Court approved Notice of Settlement and hearing date for  
12 Final Approval, to be mailed to Class Members in English with a Spanish translation in the form,  
13 without material variation, attached as Exhibit A and incorporated by reference into this  
14 Agreement.

15 1.12 “Class Period” means the period from November 29, 2018, through October 31, 2025,  
16 inclusive.

17 1.13 “Class Representative” means the named Plaintiff Joshua Olivares in the Action.

18 1.14 “Class Representative Service Payment” or “Enhancement Award” means the payment  
19 to the Class Representative for initiating the Actions and providing services in support of the  
20 Action.

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

22 1.16 “Defendant” means named Defendants NAB GALE INC. DBA WABA GRILL #216, a  
23 California corporation; BAJWA GROUP OF COMPANIES INC., a stock corporation; NAB 2SB  
24 INC., a stock corporation; JBNK RESTAURANTS, INC., a stock corporation; WABA GRILL  
25 FRANCHISE CORP., a stock corporation; JERRY BAJWA, an individual; and DOES 3 through  
26 10, inclusive.

27 1.17 “Defense Counsel” means Mandeep S. Rupal (SBN 279664) and Alexander W.  
28 Richter (SBN 333767) of Law Office of Mandeep S. Rupal.

1 1.18 “Effective Date” means the date by which both of the following have occurred: (a) the  
2 Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the  
3 Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no  
4 Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if  
5 one or more Participating Class Members objects to the Settlement, the day after the deadline for  
6 filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed,  
7 the day after the appellate court affirms the Judgment and issues a remittitur.

8 1.19 “Final Approval” means the Court’s order granting final approval of the Settlement.

9 1.20 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval  
10 of the Settlement.

11 1.21 “Final Judgment” means the Judgment entered by the Court upon granting Final  
12 Approval of the Settlement.

13 1.22 “Gross Settlement Amount” or “GSA” means \$175,000.00 which is the total amount  
14 Defendant agrees to pay under the Settlement, except as provided in Paragraph 8, Escalator  
15 Clause.

16 1.23 “Individual Class Payment” means the Participating Class Member’s pro rata share of  
17 the Net Settlement Amount calculated according to the number of Workweeks worked during the  
18 Class Period.

19 1.24 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25%  
20 of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during  
21 the PAGA Period.

22 1.25 “Judgment” means the judgment entered by the Court based upon the Final Approval.

23 1.26 “LWDA” means the California Labor and Workforce Development Agency, the agency  
24 entitled, under Labor Code section 2699, subd. (i).

25 1.27 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA  
26 under Labor Code section 2699, subd. (i).

27 1.28 “Net Settlement Amount” means the Gross Settlement Amount, less the following  
28 payments in the amounts approved by the Court: PAGA Penalties payment, Enhancement, Class

1 Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration  
2 Costs Payment. The remainder is to be paid to Participating Class Members as Individual Class  
3 Payments.

4 1.29 “Non-Participating Class Member” means any Class Member who opts out of the  
5 Settlement by sending the Administrator a valid and timely Request for Exclusion.

6 1.30 “Operative Class Complaint” means the operative class action complaint filed in the  
7 Class Action.

8 1.31 “Operative PAGA Complaint” means the operative PAGA complaint filed in the PAGA  
9 Action.

10 1.32 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee  
11 worked for Defendant for at least one day during the PAGA Period.

12 1.33 “PAGA Period” means the period is December 12, 2021, through October 31, 2025,  
13 inclusive.

14 1.34 “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

15 1.35 “PAGA Notice” means Plaintiff’s LWDA-CM-923999-22 to the LWDA and Defendant  
16 providing notice pursuant to Labor Code section 2699.3, subd.(a).

17 1.36 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the  
18 Gross Settlement Amount (\$5,000.00), allocated 25% to the Aggrieved Employees (\$1,250.00)  
19 and 75% to LWDA (\$3,750.00) in settlement of PAGA claims.

20 1.37 “Participating Class Member” means a Class Member who does not submit a valid and  
21 timely Request for Exclusion from the Settlement.

22 1.38 “Plaintiff” means Joshua Olivares, the named plaintiff in the Actions.

23 1.39 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the  
24 Settlement.

25 1.40 “Released Class Claims” means the claims being released as described in Paragraph 5.2  
26 below.

27 1.41 “Released PAGA Claims” means the claims being released as described in Paragraph  
28 5.3 below.

1 1.42 “Released Parties” means Defendant and Defendant and Defendant’s officers, directors,  
2 managerial employees, and agents.

3 1.43 “Request for Exclusion” means a Class Member’s submission of a written request to be  
4 excluded from the Class Settlement signed by the Class Member.

5 1.44 “Response Deadline” means 60 days after the Administrator mails Notice to Class  
6 Members and Aggrieved Employees and shall be the last date on which Class Members may: (a)  
7 fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or  
8 her Objection to the Settlement. Class Members to whom Notice packets are resent after having  
9 been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar  
10 days beyond the Response Deadline has expired.

11 1.45 “Settlement” means the disposition of the Actions effected by this Agreement and the  
12 Judgment.

13 1.46 “Workweek” means any workweek in which a Class Member provided labor or services  
14 for Defendant in California during the Class Period for remuneration for one or more hours.

15 2. **RECITALS.**

16 Mr. Olivares is a former employee of Defendants who worked for Defendants as a cashier  
17 at the Waba Grill operated by Nab Gale from approximately March to January of 2022. On  
18 November 29, 2022, Plaintiff filed a putative wage-and-hour class action on behalf of himself and  
19 all hourly-paid, non-exempt employees in California against Defendant for: (1) Failure to Pay  
20 Minimum and Straight Time Wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197); (2) Failure  
21 to Pay Overtime Wages (Cal. Lab. Code §§1194 and 1198); (3) Failure to Provide Meal Periods  
22 (Cal. Lab. Code §§ 226.7, 512); (4) Failure to Authorize and Permit Rest Periods (Cal. Lab. Code  
23 § 226.7); (5) Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code §§ 201-203); (6)  
24 Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226); (7) Failure to  
25 Indemnify Employees for Expenditures (Cal. Lab. Code § 2802); (9) Failure to Produced  
26 Requested Employment Records (Cal. Lab. Code §§ 226 and 1198.5); and (9) Unfair Business  
27 Practices (Cal. Bus. & Prof. Code §§ 17200, *et seq.*) (“UCL”), and (10) civil penalties under  
28 PAGA.

1 Mr. Olivares subsequently amended his complaint on October 11, 2023 to include an  
2 additional cause of action for civil penalties under the Private Attorneys General Act (Cal. Lab.  
3 Code §§2698, *et seq.*) (“PAGA”). Finally, on November 26, 2024, Plaintiff executed a DOE  
4 amendment to his complaint to add the Bajwa Group and Jerry Bajwa as defendants.

5 2.1 This matter is assigned for all purposes to Judge William F. Highberger, Department 10  
6 of the Los Angeles Superior Court. A trial date has not been set.

7 2.2 Defendant denies the allegations in the Actions, denies any failure to comply with the  
8 laws identified in the Actions, and denies any and all liability for the causes of action alleged in  
9 the Actions.

10 2.3 The Parties have engaged in both formal written discovery and informal discovery in  
11 advance of this mediation. Additionally, Plaintiff Olivares was deposed on June 29, 2025.  
12 Defendants have provided personnel files and timesheets for Plaintiff and other Nab Gale  
13 employees during the putative class period.

14 2.4 In advance of mediation, Class Counsel conducted a thorough investigation into the facts  
15 of, and applicable law to, the Actions. Prior to mediation, Plaintiff obtained and analyzed a  
16 representative sampling of time and payroll data for Class Members and the necessary policy  
17 documents through informal discovery to properly evaluate the strengths and weakness of the  
18 claims and engage in meaningful settlement discussions. Plaintiff’s investigation was sufficient  
19 to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.*, 48  
20 Cal.App.4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 129-  
21 130 (2008) (“*Dunk/Kullar*”).

22 2.5 On August 21, 2025, the Parties participated in an all-day mediation presided over by  
23 mediator Ms. Nikki Tolt, Esq. via Zoom. The Parties accepted a mediator’s proposal that day and  
24 agreed on general settlement terms. The Parties memorialized their agreement in a Memorandum  
25 of Understanding on October 22, 2025.

26 2.6 The Parties, Class Counsel and Defense Counsel represent that they are not aware of any  
27 other pending matter or action asserting claims that will be extinguished or affected by the  
28 Settlement.

1 3. **MONETARY TERMS.**

2 3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below,  
3 Defendant will pay \$175,000.00 to fully settle, resolve, and extinguish all claims asserted in the  
4 Actions, including without limitation all claims asserted in the PAGA Notice. The Gross  
5 Settlement Amount is non-reversionary and does not include employer payroll taxes owed on the  
6 wage portions of the Individual Class Payments, which Defendant will pay separately.

7 3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct  
8 the following payments from the Gross Settlement Amount, in the amounts specified by the Court  
9 in the Final Approval:

10 3.2.1 To Plaintiff: A payment for the Enhancement Award to Plaintiff of not more than  
11 \$10,000.00 in addition to any Individual Class Payment and any Individual PAGA Payment the  
12 Class Representative is entitled to receive as a Participating Class Member. Defendant will not  
13 oppose Plaintiff's request for an Enhancement Award that does not exceed this amount. As part  
14 of the motion for the Class Counsel Fees and Litigation Expenses Payments, Plaintiff will seek  
15 Court approval for any Enhancement Award no later than 16 (sixteen) court days prior to the  
16 Final Approval Hearing, or as otherwise ordered by the Court. If the Court approves an  
17 Enhancement Award less than the amount requested, the Administrator will retain the remainder  
18 in the Net Settlement Amount to be distributed to Participating Class Members. The  
19 Administrator will pay the Enhancement Award using IRS Form 1099. Plaintiff assumes full  
20 responsibility and liability for employee taxes owed on the Enhancement Award.

21 3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3)  
22 of the GSA, which is currently estimated to be \$58,327.50 and a Class Counsel Litigation  
23 Expenses Payment for actual costs. Defendant will not oppose requests for these payments.  
24 Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees and Litigation Expenses  
25 Payment no later than 16 (sixteen) court days prior to the Final Approval Hearing, or as otherwise  
26 ordered by the Court. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel  
27 Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the  
28 remainder to the Net Settlement Amount for distribution to Participating Class Members.

1 Released Parties shall have no liability to Class Counsel or any other Plaintiff's counsel arising  
2 from any claim to any portion of Class Counsel Fee Payment and/or Class Counsel Litigation  
3 Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class  
4 Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full  
5 responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class  
6 Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant,  
7 from any dispute or controversy regarding any division or sharing of any of these Payments.

8       3.2.3 To the Administrator: An Administrator Costs Payment for actual costs, not to  
9 exceed \$7,490.00 except for a showing of good cause and as approved by the Court. To the extent  
10 the Administration Costs are less or the Court approves payment of less than requested, the  
11 Administrator will retain the remainder in the Net Settlement Amount to be distributed to  
12 Participating Class Members.

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

17       3.2.4.1 Tax Allocation of Individual Class Payments. Twenty percent (20%) of  
18 each Participating Class Member's Individual Class Payment will be allocated to the Settlement  
19 of wage claims (the "Wage Portion"). The Wage Portion is subject to tax withholding and will be  
20 reported on an IRS W-2 Form. The remaining 80% of each Participating Class Member's  
21 Individual Class Payment will be allocated to the settlement of claims for interest and penalties  
22 (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and  
23 will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and  
24 liability for any employee taxes owed on their Individual Class Payment.

25       3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual  
26 Class Payments. Non-Participating Class Members will not receive any Individual Class  
27 Payments. The Administrator will retain amounts equal to their Individual Class Payments in the  
28 Net Settlement Amount for distribution to Participating Class Members on a pro-rata basis.

1           3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of  
2 \$5,000.00 to be paid from the Gross Settlement Amount, with 75% (\$3,750.00) allocated to the  
3 LWDA PAGA Payment and 25% (\$1,250.00) allocated to the Individual PAGA Payments.

4           3.2.5.1     The Administrator will calculate each Individual PAGA Payment by (a)  
5 dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$1,250.00) by  
6 the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the  
7 PAGA Period, and (b) multiplying the result by each individual Aggrieved Employee's PAGA  
8 Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on  
9 their Individual PAGA Payment.

10          3.2.5.2     If the Court approves PAGA Penalties of less than the amount requested,  
11 the Administrator will allocate the remainder to the Net Settlement Amount to be distributed to  
12 Participating Class Members. The Administrator will report the Individual PAGA Payments on  
13 IRS 1099 Forms.

14 **4. SETTLEMENT FUNDING AND PAYMENTS.**

15          4.1 Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its  
16 records, Defendant represents there are 263 Class Members who collectively worked a total of  
17 9,891 workweeks during the Class Period. Similarly, Defendant represents there are 233  
18 Aggrieved Employees who collectively worked a total of 1,810 pay periods during the PAGA  
19 Period.

20          4.2 Class Data. Not later than seven (7) days after the Court grants Preliminary Approval  
21 of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a  
22 Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must  
23 maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement  
24 and for no other purpose, and restrict access to the Class Data to Administrator employees who  
25 need access to the Class Data to effect and perform under this Agreement. Defendant has a  
26 continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted  
27 class member identifying information and to provide corrected or updated Class Data as soon as  
28 reasonably feasible. Without any extension of the deadline by which Defendant must send the

1 Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts,  
2 in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class  
3 Data. Additionally, on or before the date on which Plaintiff files the initial motion for approval  
4 of this Settlement, Defendant's counsel shall confirm in writing to Plaintiff's counsel that the  
5 Data will be in their possession by no later than 7 calendar days after that filing date, to ensure  
6 that there will be no delays in providing the Data to the Administrator.

7 4.3 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement  
8 Amount and the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting  
9 the funds to the Administrator no later than fourteen (14) days of the Effective Date.

10 4.4 Payments from the Gross Settlement Amount. Within seven (7) days after Defendant  
11 fully funds the GSA, the Administrator will mail checks for all Individual Class Payments, all  
12 Individual PAGA Payments, the LWDA PAGA Payment, the Administration Costs Payment, the  
13 Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the  
14 Enhancement Award. Disbursement of the Class Counsel Fees Payment, the Class Counsel  
15 Litigation Expenses Payment, and the Enhancement Award shall not precede disbursement of  
16 Individual Class Payments and Individual PAGA Payments.

17 4.4.1 The Administrator will issue checks for the Individual Class Payments and/or  
18 Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail. The  
19 face of each check shall prominently state the date (180 days after the date of mailing) when the  
20 check will be voided ("Void Date"). The Administrator will cancel all checks not cashed by the  
21 Void Date. The Administrator will send checks for Individual Settlement Payments to all  
22 Participating Class Members (including those for whom the Class Notice was returned  
23 undelivered). The Administrator will send checks for Individual PAGA Payments to all  
24 Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved  
25 Employees (including those for whom Class Notice was returned undelivered). The Administrator  
26 may send Participating Class Members a single check combining the Individual Class Payment  
27 and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator  
28 must update the recipients' mailing addresses using the National Change of Address Database.

1           4.4.2 The Administrator must conduct a Class Member Address Search for all other Class  
 2 Members whose checks are returned undelivered without USPS forwarding address. Within seven  
 3 (7) days of receiving a returned check, the Administrator must re-mail checks to the USPS  
 4 forwarding address provided or to an address ascertained through the Class Member Address  
 5 Search. The Administrator need not take further steps to deliver checks to Class Members whose  
 6 re-mailed checks are returned as undelivered. The Administrator shall promptly send a  
 7 replacement check to any Class Member whose original check was lost or misplaced, requested  
 8 by the Class Member prior to the void date.

9           4.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA  
 10 Payment check is uncashed and canceled after the void date, the Administrator shall transmit the  
 11 funds represented by such checks to the California Controller's Unclaimed Property Fund in the  
 12 name of the Class Member thereby leaving no “unpaid residue” subject to the requirements of  
 13 California Code of Civil Procedure Section 384, subd. (b).

14           4.4.4 The payment of Individual Class Payments and Individual PAGA Payments shall  
 15 not obligate Defendant to confer any additional benefits or make any additional payments to Class  
 16 Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

17 5. **RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the Gross  
 18 Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual  
 19 Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all  
 20 Released Parties as follows:

21           5.1 Plaintiff’s Release. Plaintiff discharges Released Parties from all claims,  
 22 transactions, or occurrences, that occurred during the Class Period, including all claims that were,  
 23 or reasonably could have been, alleged, based on the facts contained in the Actions; and claims  
 24 under the Fair Employment and Housing Act, Americans with Disabilities Act, Title VII of the  
 25 Civil Rights Act of 1964, the California Labor Code, and all equivalent claims under federal law  
 26 (“Plaintiff’s Release”). Plaintiff’s Release does not extend to any claims or actions to enforce this  
 27 Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits,  
 28 social security benefits, workers’ compensation benefits that arose at any time, or based on

1 occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or  
2 law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be  
3 true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects,  
4 notwithstanding such different or additional facts or Plaintiff's discovery of them.

5 5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For  
6 purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights,  
7 and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

12 5.2 Released Class Claims: Upon Defendant's payment in full of the GSA and the  
13 employer's taxes for the portion of the Settlement allocated to settlement of wage claims, the  
14 claims waived, released, and discharged by Class Members (other than those who submit timely  
15 and valid requests for exclusion) as to the Released Parties are all claims arising during the  
16 Class Period which were asserted against Defendant in the operative complaint filed in the  
17 Action or which reasonably could have been asserted against Defendant based on the factual  
18 allegations stated the operative complaint filed in the Action.

19 5.3 Released PAGA Claims: Upon Defendant's payment in full of the GSA and the  
20 employer's taxes for the portion of the Settlement allocated to settlement of wage claims, the  
21 claims waived, released, and discharged by Aggrieved Employees and the State of California as  
22 to the Released Parties are all claims under PAGA arising during the PAGA Period (a) which  
23 were asserted against Defendant in Plaintiff's LWDA notice letter(s) preceding the Action  
24 and/or the operative complaint filed in the Action or (b) which reasonably could have been  
25 asserted against Defendant based on the factual allegations stated in Plaintiff's LWDA notice  
26 letter preceding the Action and/or the operative complaint filed in the Action.

27 6. **MOTION FOR PRELIMINARY APPROVAL**. Plaintiff will prepare and file a motion for  
28 preliminary approval ("Motion for Preliminary Approval").

1           6.1 Plaintiff's Responsibilities. Plaintiff will prepare all documents necessary for obtaining  
2 Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the  
3 Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar*  
4 and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2));  
5 (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement;  
6 (iii) a draft proposed Class Notice; (iv) a signed declaration from Plaintiff confirming willingness  
7 and competency to serve and disclosing all facts relevant to any actual or potential conflicts of  
8 interest with Class Members, and/or the Administrator; (v) a signed declaration from Class  
9 Counsel firm attesting to its competency to represent the Class Members; its timely transmission  
10 to the LWDA of this Agreement (Labor Code section 2699, subd. (l)(2)); and (vi) all facts relevant  
11 to any actual or potential conflict of interest with Class Members, and/or the Administrator. In  
12 their Declarations, Plaintiff and Class Counsel shall aver that they are not aware of any other  
13 pending matter or action asserting claims that will be extinguished or adversely affected by the  
14 Settlement.

15           6.2 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible  
16 for expeditiously finalizing the Motion for Preliminary Approval. Class Counsel will obtain a  
17 prompt hearing date for the Motion for Preliminary Approval, file the Motion for Preliminary  
18 Approval no later than 16 (sixteen) court days before the hearing, unless otherwise ordered by the  
19 Court, and deliver the Court's Preliminary Approval Order to the Administrator.

20           6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for  
21 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and  
22 Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person  
23 or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant  
24 Preliminary Approval or conditions Preliminary Approval on any material change to this  
25 Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of  
26 the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and  
27 otherwise satisfy the Court's concerns.

28 **7. SETTLEMENT ADMINISTRATION.**

1           7.1 Selection of Administrator. The Parties have jointly selected Apex to serve as the  
2 Administrator and verified that, as a condition of appointment, the Administrator agrees to be  
3 bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in  
4 exchange for payment of Administration Costs. The Parties and their Counsel represent that they  
5 have no interest or relationship, financial or otherwise, with the Administrator other than a  
6 professional relationship arising out of prior experiences administering settlements.

7           7.2 Employer Identification Number. The Administrator shall have and use its own  
8 Employer Identification Number for purposes of calculating payroll tax withholdings and  
9 providing reports to state and federal tax authorities.

10          7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that  
11 meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation  
12 section 468B-1 for the funding of the GSA. Any interest that accrues on the GSA sums paid into  
13 the QSF prior to distribution by the Administrator will become part of the NSA for distribution  
14 to Participating Class Members.

15          7.4 Notice to Class Members.

16           7.4.1 No later than five (5) calendar days after receipt of the Class Data, the Administrator  
17 shall notify Class Counsel that the list has been received and state the number of Class Members,  
18 Aggrieved Employees, Workweeks, and Pay Periods in the Class Data.

19           7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days  
20 after receiving the Class Data, the Administrator will send to all Class Members identified in the  
21 Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice with  
22 Spanish translation substantially in the form attached to this Agreement as Exhibit A. The first  
23 page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class  
24 Payment and/or Individual PAGA Payment payable to the Class Member, and the number of  
25 Workweeks and PAGA Pay Periods used to calculate these amounts. Before mailing Class  
26 Notices, the Administrator shall update Class Member addresses using the National Change of  
27 Address database.

1           7.4.3 Not later than five (5) calendar days after the Administrator's receipt of any Class  
2 Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice  
3 using any forwarding address provided by the USPS. If the USPS does not provide a forwarding  
4 address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class  
5 Notice to the most current address obtained. The Administrator has no obligation to make further  
6 attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the  
7 USPS a second time.

8           7.4.4 The deadlines for Class Members' written objections, challenges to Workweeks  
9 and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond  
10 the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-  
11 mailed. The Administrator will inform the Class Member of the extended deadline with the re-  
12 mailed Class Notice.

13           7.4.5 If the Administrator, Defendant, or Class Counsel is contacted by or otherwise  
14 discovers any persons who believe they should have been included in the Class Data and should  
15 have received Class Notice, the Parties will expeditiously meet and confer in person or by  
16 telephone, and in good faith in an effort to agree on whether to include them as Class Members.  
17 If the Parties agree, such persons will be Class Members entitled to the same rights as other Class  
18 Members, and the Administrator will send, via email or overnight delivery, a Class Notice  
19 requiring them to exercise options under this Agreement not later than 14 days after receipt of  
20 Class Notice, or the deadline dates in the Class Notice, whichever are later.

21           7.5 Requests for Exclusion (Opt-Outs).

22           7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement  
23 must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not  
24 later than 60 days after the Administrator mails the Class Notice (plus an additional 14) days for  
25 Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class  
26 Member or his/her representative that reasonably communicates the Class Member's election to  
27 be excluded from the Settlement and includes the Class Member's name, address and email  
28

1 address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed,  
2 or postmarked by the Response Deadline.

3 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails  
4 to contain all the information specified in the Class Notice. The Administrator shall accept any  
5 Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the  
6 person as a Class Member and the Class Member's desire to be excluded. The Administrator's  
7 determination shall be final and not appealable or otherwise susceptible to challenge. If the  
8 Administrator has reason to question the authenticity of a Request for Exclusion, the  
9 Administrator may demand additional proof of the Class Member's identity. The Administrator's  
10 determination of authenticity shall be final and not appealable or otherwise susceptible to  
11 challenge.

12 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion  
13 is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and  
14 bound by all terms and conditions of the Settlement, including the Participating Class Members'  
15 Releases under paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating  
16 Class Member actually receives the Class Notice or objects to the Settlement.

17 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a  
18 Non-Participating Class Member and shall not receive an Individual Class Payment or have the  
19 right to object to the class action components of the Settlement. Because future PAGA claims are  
20 subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who  
21 are Aggrieved Employees are deemed to release the Released PAGA Claims identified in  
22 Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

23 7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 60 (sixty) days  
24 after the Administrator mails the Class Notice (plus an additional 14 (fourteen) days for Class  
25 Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and  
26 PAGA Pay Periods allocated to the Class Member in the Class Notice. The Class Member may  
27 challenge the allocation by communicating with the Administrator via fax, email or mail. The  
28 Administrator must encourage the challenging Class Member to submit supporting

1 documentation. In the absence of any contrary documentation, the Administrator is entitled to  
2 presume that the Workweeks contained in the Class Notice are correct so long as they are  
3 consistent with the Class Data. The Administrator's determination of each Class Member's  
4 allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise  
5 susceptible to challenge. The Administrator shall promptly provide copies of all challenges to the  
6 calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the  
7 Administrator's determination of the challenges.

8 **7.7 Objections to Settlement.**

9 7.7.1 Only Participating Class Members may object to the class action components of the  
10 Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or  
11 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses  
12 Payment and/or Enhancement Award.

13 7.7.2 Participating Class Members may send written objections to the Administrator, by  
14 fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire  
15 an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A  
16 Participating Class Member who elects to send a written objection to the Administrator must do  
17 so not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional  
18 14 days for Class Members whose Class Notice was re-mailed).

19 7.7.3 Non-Participating Class Members have no right to object to any of the class action  
20 components of the Settlement.

21 **7.8 Administrator's Duties.** The Administrator has a duty to perform or observe all tasks to  
22 be performed or observed by the Administrator contained in this Agreement or otherwise.

23 7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish,  
24 maintain and use an internet website to post information of interest to Class Members including  
25 the date, time and location for the Final Approval Hearing and copies of the Settlement  
26 Agreement; Motion for Preliminary Approval; Preliminary Approval Order; Class Notice;  
27 Motion for Final Approval; Motion for Class Counsel Fees Payment, Class Counsel Litigation  
28 Expenses Payment and Enhancement Award; the Final Approval Order; and the Judgment. The

1 Administrator will also maintain and monitor an email address and a toll-free telephone number  
2 to receive Class Member calls, faxes and emails.

3       7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will  
4 promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later  
5 than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the  
6 Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names  
7 and other identifying information of Class Members who have timely submitted valid Requests  
8 for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class  
9 Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for  
10 Exclusion from Settlement submitted (whether valid or invalid).

11       7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports  
12 to Class Counsel and Defense Counsel that, among other things, tally the number of: Class  
13 Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether  
14 valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods  
15 received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA  
16 Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment  
17 of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and  
18 objections received.

19       7.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to  
20 address and make final decisions consistent with the terms of this Agreement on all Class Member  
21 challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision  
22 shall be final and not appealable or otherwise susceptible to challenge.

23       7.8.5 Administrator’s Declaration. Not later than 14 days before the date by which  
24 Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator  
25 will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in  
26 Court attesting to its due diligence and compliance with all of its obligations under this  
27 Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned  
28 as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total

1 number of Requests for Exclusion from Settlement it received (both valid or invalid), the number  
 2 of written objections and attach the Exclusion List. The Administrator will supplement its  
 3 declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible  
 4 for filing the Administrator's declaration(s) in Court.

5 7.8.6 Final Report by Settlement Administrator. Within 10 days after the Administrator  
 6 disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel  
 7 and Defense Counsel with a final report detailing its disbursements by employee identification  
 8 number only of all payments made under this Agreement. At least 15 days before any deadline  
 9 set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense  
 10 Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all  
 11 payments required under this Agreement. Class Counsel is responsible for filing the  
 12 Administrator's declaration in Court.

13 8. **ESCALATOR CLAUSE**. The GSA was calculated based on Defendant's above estimated  
 14 number of Class Members, Workweeks, Aggrieved Employees, and PAGA Pay Periods. If,  
 15 during the course of this Settlement process, the total number of Workweeks increases by more  
 16 than 5% (i.e. more than 495 Workweeks), then the GSA will be increased by an amount  
 17 proportional to the increase in Workweeks worked in excess of the number of estimate  
 18 Workweeks stated above. For example, if the final number of total Workweeks is 6% more than  
 19 the estimated number of Workweeks stated above, then the GSA will increase by 6%. This is a  
 20 material representation for Plaintiff to enter into this Settlement.

21 9. **MOTION FOR FINAL APPROVAL**. Not later than 16 (sixteen) court days before the  
 22 calendared Final Approval Hearing, unless otherwise scheduled by the Court, Plaintiff will file in  
 23 Court, a Motion for Final Approval of the Settlement that includes a request for approval of the  
 24 PAGA settlement under Labor Code section 2699, subd. (1); a Proposed Final Approval Order;  
 25 and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts  
 26 of these documents to Defense Counsel prior to filing the Motion for Final Approval. Class  
 27 Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and  
 28 in good faith, to resolve any disagreements concerning the Motion for Final Approval.

1       9.1 Response to Objections. Each Party retains the right to respond to any objection raised  
2 by a Participating Class Member, including the right to file responsive documents in Court no  
3 later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or  
4 accepted by the Court.

5       9.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final  
6 Approval on any material change to the Settlement (including, but not limited to, the scope of  
7 release to be granted by Class Members), the Parties will expeditiously work together in good  
8 faith to address the Court's concerns by revising the Agreement as necessary to obtain Final  
9 Approval. The Court's decision to award less than the amounts requested for the Enhancement  
10 Award, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or  
11 Administrator Costs Payment shall not constitute a material modification to the Agreement within  
12 the meaning of this paragraph.

13       9.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the  
14 Court will retain jurisdiction over the Parties, the Actions, and the Settlement solely for purposes  
15 of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration  
16 matters, and (iii) addressing such post-Judgment matters as are permitted by law.

17       9.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and  
18 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class  
19 Counsel Litigation Expenses Payment as set forth in this Settlement, the Parties, their respective  
20 counsel, and all Participating Class Members who did not object to the Settlement as provided in  
21 this Agreement, waive all rights to appeal from the Judgment, including all rights to post-  
22 judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new  
23 trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the  
24 right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties'  
25 obligations to perform under this Agreement will be suspended until such time as the appeal is  
26 finally resolved and the Judgment becomes final, except as to matters that do not affect the amount  
27 of the Net Settlement Amount.

1        9.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the  
2 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material  
3 modification of this Agreement (including, but not limited to, the scope of release to be granted  
4 by Class Members), this Agreement shall be null and void. The Parties shall nevertheless  
5 expeditiously work together in good faith to address the appellate court's concerns and to obtain  
6 Final Approval and Entry of Judgment, sharing, on a 50-50 basis, any additional Administration  
7 Costs reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the  
8 Court's award of the Enhancement Award or any payments to Class Counsel shall not constitute  
9 a material modification of the Judgment within the meaning of this paragraph, as long as the Gross  
10 Settlement Amount remains unchanged.

11 10. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil  
12 Procedure §384, the Parties will work together in good faith to jointly submit a proposed amended  
13 judgment.

14 11. **ADDITIONAL PROVISIONS.**

15        11.1 No Admission of Liability, Class Certification or Representative Manageability for  
16 Other Purposes. This Agreement represents a compromise and settlement of highly disputed  
17 claims. Nothing in this Agreement is intended or should be construed as an admission by  
18 Defendant that any of the allegations in the Operative Complaint has merit or that Defendant has  
19 any liability for any claims asserted; nor should it be intended or construed as an admission by  
20 Plaintiff that Defendant's defenses in the Actions have merit. The Parties agree that class  
21 certification and representative treatment is for purposes of this Settlement only. If, for any  
22 reason, the Court does grant Preliminary Approval, Final Approval, or enter Judgment, Defendant  
23 reserves the right to contest certification of any class for any reason, Defendant reserves all  
24 available defenses to the claims in the Actions, and Plaintiff reserves the right to move for class  
25 certification on any grounds available and to contest Defendant's defenses. The Settlement, this  
26 Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be  
27 admissible in connection with, any litigation (except for proceedings to enforce or effectuate the  
28 Settlement and this Agreement).

1           11.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant, and  
2 Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement  
3 is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit  
4 another person to disclose, disseminate or publicize, any of the terms of the Agreement directly  
5 or indirectly, specifically or generally, to any person, corporation, association, government  
6 agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom  
7 will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the  
8 extent necessary to report income to appropriate taxing authorities; (4) in response to a court order  
9 or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government  
10 agency. Each Party agrees to immediately notify the other Party of any judicial or agency order,  
11 inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant, and Defense  
12 Counsel separately agree not to, directly or indirectly, initiate any conversation or other  
13 communication, before the filing of the Motion for Preliminary Approval, with any third party  
14 regarding this Agreement or the matters giving rise to this Agreement except to respond only that  
15 "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's  
16 communications with Class Members in accordance with Class Counsel's ethical obligations  
17 owed to Class Members.

18           11.3 No Solicitation. The Parties separately agree that they and their respective counsel and  
19 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal  
20 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability  
21 to communicate with Class Members in accordance with Defense Counsel's and Class Counsel's  
22 ethical obligations and Class Counsel's fiduciary duties owed to Class Members.

23           11.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement  
24 together with its attached exhibits shall constitute the entire agreement between the Parties  
25 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or  
26 inducements made to or by any Party.

27           11.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and  
28 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate

1 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate  
2 its terms, and to execute any other documents reasonably required to effectuate the terms of this  
3 Agreement including any amendments to this Agreement.

4 11.6 Cooperation. The Parties and their counsel will cooperate with each other and use their  
5 best efforts, in good faith, to implement the Settlement by, among other things, modifying the  
6 Settlement Agreement, submitting supplemental evidence and supplementing points and  
7 authorities as requested by the Court. In the event the Parties are unable to agree upon the form  
8 or content of any document necessary to implement the Settlement, or on any modification of the  
9 Agreement that may become necessary to implement the Settlement, the Parties will seek the  
10 assistance of a mediator and/or the Court for resolution.

11 11.7 No Prior Assignments. The Parties separately represent and warrant that they have not  
12 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or  
13 encumber to any person or entity and portion of any liability, claim, demand, action, cause of  
14 action, or right released and discharged by the Party in this Settlement.

15 11.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are  
16 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied  
17 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR  
18 Part 10, as amended) or otherwise.

19 11.9 Modification of Agreement. This Agreement, and all parts of it, may be amended,  
20 modified, changed, or waived only by an express written instrument signed by all Parties or their  
21 representatives, and approved by the Court.

22 11.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure  
23 to the benefit of, the successors of each of the Parties.

24 11.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be  
25 governed by and interpreted according to the internal laws of the state of California, without  
26 regard to conflict of law principles.

1        11.12    Cooperation in Drafting. The Parties have cooperated in the drafting and preparation  
2 of this Agreement. This Agreement will not be construed against any Party on the basis that the  
3 Party was the drafter or participated in the drafting.

4        11.13    Confidentiality. To the extent permitted by law, all agreements made, and orders  
5 entered during Action and in this Agreement relating to the confidentiality of information shall  
6 survive the execution of this Agreement.

7        11.14    Headings. The descriptive heading of any section or paragraph of this Agreement is  
8 inserted for convenience of reference only and does not constitute a part of this Agreement.

9        11.15    Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement  
10 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a  
11 weekend or federal legal holiday, such date or deadline shall be on the first business day  
12 thereafter.

13        11.16    Notice. All notices, demands, or other communications between the Parties in  
14 connection with this Agreement will be in writing and deemed to have been duly given as of the  
15 third business day after mailing by United States mail, or the day sent by email or messenger,  
16 addressed as follows:

17            To Plaintiff:

18            **WILSHIRE LAW FIRM, PLC**  
19            Thiago M. Coelho, Esq. (SBN 324715)  
20            thiago.coelho@wilshirelawfirm.com  
21            Rachel Vinson, Esq. (SBN 331434)  
22            rachel.vinson@wilshirelawfirm.com  
23            Alan Wilcox, Esq. (SBN 287476)  
24            alanwilcox@wilshirelawfirm.com  
25            Lucy Nguyen, Esq. (SBN 338783)  
26            lucy.nguyen@wilshirelawfirm.com  
27            660 S. Figueroa St., Sky Lobby  
28            Los Angeles, California 90017  
             Telephone: (213) 381-9988  
             Facsimile: (213) 381-9989

To Defendant:

**LAW OFFICE OF MANDEEP S. RUPAL**

Mandeep S. Rupal  
mrupal@rupallaw.com  
Alexander W. Richter  
alex@rupallaw.com  
4740 Green River Rd., Ste. 209  
Corona, CA 92878  
T: (951) 460-0830  
F: (951) 963-9920

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

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

11.19 Binding Agreement. The Parties intend that this Agreement shall be fully enforceable and binding upon all Parties, and that it shall be admissible and subject to disclosure in any proceeding to enforce its terms pursuant to Cal. Evid. Code §§ 1122(a)(1) and 1123(b), notwithstanding the confidentiality provisions that otherwise might apply under federal or state law. The Parties further agree and intend that the Los Angeles County Superior Court may enforce this Agreement pursuant to Code of Civil Procedure § 664.6.

IT IS SO AGREED.

Plaintiff:


Dated: 12/2/2025

DocuSigned by:  
  
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JOSHUA OLIVARES

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Dated: 12 / 01 / 2025

  
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Dated: 12 / 01 / 2025

  
\_\_\_\_\_  
BAJWA GROUP OF COMPANIES INC.  
By (name and title):                     president                    

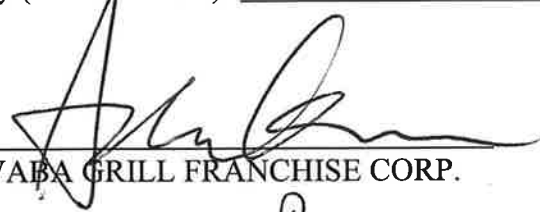
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JBNK RESTAURANTS, INC.  
By (name and title):                     president                    

Dated: 12/21/25

  
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WABA GRILL FRANCHISE CORP.  
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Dated: 12 / 01 / 2025

  
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JERRY BAJWA

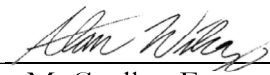
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Approved by counsel:

Dated: 12/02/2025

WILSHIRE LAW FIRM, PLC

BY:   
Thiago M. Coelho, Esq.  
Rachel Vinson, Esq.  
Alan Wilcox, Esq.  
Lucy Nguyen, Esq.  
Counsel for Plaintiff Joshua Olivares

Dated: \_\_\_\_\_

LAW OFFICE OF MANDEEP S. RUPAL

BY: \_\_\_\_\_  
Mandeep S. Rupal  
Alexander W. Richter  
Counsel for Defendants,  
Nab Gale Inc., dba Waba Grill #216,  
Bajwa Group of Companies Inc.,  
JBNK Restaurants, Inc.,  
Waba Grill Franchise Corp., and  
Jerry Bajwa

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Dated:

WILSHIRE LAW FIRM, PLC

BY: \_\_\_\_\_  
Thiago M. Coelho, Esq.  
Rachel Vinson, Esq.  
Alan Wilcox, Esq.  
Lucy Nguyen, Esq.  
Counsel for Plaintiff Joshua Olivares

Dated: 12/2/2025

LAW OFFICE OF MANDEEP S. RUPAL

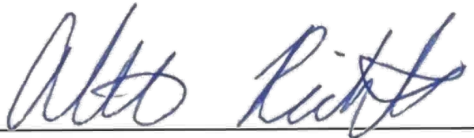
BY:  \_\_\_\_\_  
Mandeep S. Rupal  
Alexander W. Richter  
Counsel for Defendants,  
Nab Gale Inc., dba Waba Grill #216,  
Bajwa Group of Companies Inc.,  
JBNK Restaurants, Inc.,  
Waba Grill Franchise Corp., and  
Jerry Bajwa

Exhibit A

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

*JOSHUA OLIVARES v. NAB GALE INC.*  
Los Angeles County Superior Court, Case No. 22STCV37427

***The Los Angeles County Superior Court authorized this notice.  
It is not junk mail, spam, an advertisement, or solicitation by a lawyer.  
Please read it carefully! You are not being sued.***

**You may be eligible to receive money** from employee class and representative action lawsuits (“Actions”) against *Nab Gale Inc. Db a Waba Grill #216; Bajwa Group Of Companies Inc., Nab 2sb Inc., Jbnk Restaurants, Inc., Waba Grill Franchise Corp, Jerry Baj*, (“Defendant”) for alleged wage and hour violations. The Actions were filed by former employee, *Joshua Olivares* and seeks (1) payment of unpaid wages and other relief for a class of non-exempt or hourly-paid employees (“Class Members”) who worked for Defendant during the Class Period (November 29, 2018, through October 31, 2025); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all Class Members who worked for Defendant during the PAGA Period (December 12, 2021, through October 31, 2025) (“Aggrieved Employees”).

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

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you worked [REDACTED] Workweeks during the Class Period and you worked [REDACTED] Pay Periods during the PAGA Period**. If you believe that you worked more during either period, you can submit a challenge by the deadline date.

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

**YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

QUESTIONS? CALL [REDACTED] TOLL FREE

<b>DO NOTHING</b>	Receive money. Give up rights to sue Defendant for claims released in the Settlement.
<b>EXCLUDE YOURSELF</b>	Receive no money from the Class settlement. You will retain the right to pursue your own legal claims against Defendant. However, even if you exclude yourself from the Class settlement, you will still receive a portion of the PAGA settlement and be bound by it if you worked during the PAGA Period.
<b>OBJECT</b>	Write to the Court about why you object to the Settlement. If the Settlement receives Final Approval, you will receive money and give up rights to sue Defendant for claims released in the Settlement.
<b>CHALLENGE YOUR NUMBER OF WORKWEEKS AND/OR PAY PERIODS</b>	Challenge your number of Workweeks or Pay Periods listed in this Notice and provide supporting evidence. If you challenge your workweeks or pay periods, you will still be part of the Settlement and will give up rights to sue Defendant for claims released in the Settlement.

## BASIC INFORMATION

**1. WHY AM I RECEIVING THIS NOTICE?**

Defendant’s records indicate that you worked for Defendant, at some point(s) between November 29, 2018, through October 31, 2025, and are therefore a member of the Class for purposes of this Settlement.

You received this Notice because you have a right to know about a proposed Settlement of the Action, and about all of your options, before the Court decides whether to finally approve the Settlement. The Settlement will resolve all Class Members’ claims, which are described below, during the Class Period. The Settlement will also resolve claims for civil penalties brought under the California Private Attorneys’ General Act (“PAGA”). If you are a Class Member, you are also an “Aggrieved Employee” if you worked for Defendant during the “PAGA Period,” which is December 12, 2021, through October 31, 2025.

If the Court grants Final Approval to the Settlement, a settlement Administrator appointed by the Court will issue the payments provided for by the Settlement to Class Members. You are encouraged to always keep your address up to date with the Administrator (the Administrator’s contact information can be found in Section 12, below).

This Notice package explains the allegations and background regarding the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to receive those benefits.

The Court in charge of the Action is the Los Angeles County Superior Court. The case is titled *Joshua Olivares v. Nab Gale Inc.* Case No. 22STCV37427. The person who sued, Joshua Olivares, is the Plaintiff, and the company sued, Nab Gale Inc., is the Defendant.

QUESTIONS? CALL XXXXXXXX TOLL FREE

## **2. WHAT IS THE LAWSUIT ABOUT?**

The Plaintiff in the lawsuit alleges wage and hour violations against Defendant for: (1) failure to pay minimum and straight time wages; (2) failure to pay overtime wages; (3) failure to provide meal periods and pay meal period premiums; (4) failure to provide rest periods and pay miss rest period premiums; (5) failure to pay all wages earned and unpaid at separation; (6) failure to furnish accurate itemized wage statements; (7) failure to indemnify all necessary business expenditures; (8) failure to produce employment records; (9) violation of California's Unfair Competition Law, California Business and Professions Code section 17200, *et seq.* In addition, Plaintiff is seeking to recover civil penalties pursuant to PAGA ("PAGA Penalties") based on the alleged violations of the California Labor Code listed above. Defendant denies Plaintiff's claims and denies any wrongdoing.

## **3. WHY IS THIS A CLASS ACTION?**

In an employment class action, one or more people called "Class Representatives" (in this case, the Plaintiff) sue on behalf of all workers who they contend have similar claims. All of these workers are a Class or Class Members. Bringing one lawsuit, as opposed to many small ones, saves money, time and court resources. The court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

## **4. WHY IS THERE A SETTLEMENT?**

The Court did not decide in favor of the Plaintiff or Defendant on the merits of the claims alleged in the lawsuit. Plaintiff believes Plaintiff would win at trial. Defendant thinks that Plaintiff's lawsuit would not proceed to a trial and/or that Plaintiff would not win at trial. However, there has been no trial. Instead, in acknowledgement of the risk that both Parties face should the case proceed, the Parties have agreed to a negotiated settlement. This way, all Parties avoid the cost of preparing for and conducting a trial, the risk of losing the right to a trial, and the workers affected by the alleged violations receive compensation. The Settlement represents a compromise and settlement of highly disputed claims. The Plaintiff, as well as Plaintiff's lawyers (called "Class Counsel"), believe the Settlement is fair and reasonable and in the best interests of all Class Members.

# **WHO IS INCLUDED IN THE SETTLEMENT?**

## **5. WHO IS INCLUDED IN THE SETTLEMENT?**

If you received this Notice, you are a Class Member for settlement purposes. The Class includes: all current and former hourly, non-exempt employees who provided labor or services for Defendant, either directly or through any predecessor, successor, assign, subsidiary, staffing agency, or professional employer organization, in State of California at any time from November 29, 2018, through October 31, 2025.

## **6. ARE THERE EXCEPTIONS TO BEING INCLUDED?**

You are not a Class Member if you already have resolved the claims asserted in this lawsuit, whether by settlement or a separate legal proceeding (i.e., another lawsuit).

## THE SETTLEMENT BENEFITS—WHAT YOU GET

### 7. WHAT DOES THE SETTLEMENT PROVIDE?

Defendant has agreed to pay a Gross Settlement Amount (“GSA”) of \$175,000.00 to settle the lawsuit. From the GSA, Class Counsel will apply to the Court for attorneys’ fees of one-third of the GSA or \$58,327.50 and reimbursement for reasonable costs; Enhancement Award of \$10,000.00 to the Plaintiff (for Plaintiff’s work and efforts prosecuting this case); a PAGA Penalties payment of \$5,000.00 to resolve the PAGA claims; and Settlement Administration Costs, not to exceed \$7,490.00. The exact amount of the Class Counsel’s Fees and Litigation Expenses, Class Representative Service Payment, and Administration Costs will be determined by the Court at the Final Approval hearing. The remaining portion of the Settlement amount, the “Net Settlement Amount” or the “NSA,” is currently estimated to be approximately \$94,182.50. The NSA will be apportioned and paid out as Individual Class Payments to the Settlement Class Members, who are the Class Members that do not request to be excluded (“opt out”) of the Settlement.

PAGA Penalties payment: As part of the PAGA portion of the Settlement, the Parties will ask the Court to approve a \$5,000.00 PAGA Penalties payment in settlement of claims for civil penalties under PAGA. As required under PAGA, 75% of the PAGA Penalties payment, or \$3,750.00, will be paid to the California Labor and Workforce Development Agency. The remaining 25% of the PAGA Penalties payment, or \$1,250.00, will be distributed to the Aggrieved Employees as Individual PAGA Payments.

### 8. HOW MUCH WILL MY PAYMENT BE?

An approximation of your Individual Class Payment appears on the first page of this Notice. If you are also an Aggrieved Employee, an approximation of your Individual PAGA Payment will also appear on the first page of this Notice.

**Individual Class Payment:** Your Individual Class Payment is based on the number Workweeks you worked, as represented in Defendant’s records, in comparison to the total number of Workweeks worked by all Class Members during the Class Period (November 29, 2018, through October 31, 2025). Eighty percent (80%) of each Class Member’s Individual Class Payment will be treated as payment in settlement of the alleged claims for penalties and interest and will be reported on a Form 1099 by the Settlement Administrator, and twenty percent (20%) of each Class Member’s Individual Class Payment will be treated as a payment in settlement of alleged claims for unpaid wages. The 20% allocated as unpaid wages will be reduced by applicable payroll tax withholdings and deductions and reported on a Form W-2.

**Individual PAGA Payment:** If you worked for Defendant from December 12, 2021, through October 31, 2025 (“PAGA Period”), you are also an “Aggrieved Employee” and will receive an Individual PAGA Payment in addition to your Individual Class Payment. The Individual PAGA Payments are based on the number of PAGA Pay Periods worked by each Aggrieved Employee in comparison to the total amount of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period. One hundred percent (100%) of each Aggrieved Employees’ Individual PAGA Payment will be characterized as penalties and will not be reduced by payroll tax withholdings and deductions. The Individual PAGA Payment will be reported on a Form 1099 by the Settlement Administrator. An approximation of your anticipated Individual PAGA Payment appears on the first page of this Notice.

QUESTIONS? CALL XXXXXXXX TOLL FREE

For the Class Members who are also Aggrieved Employees, their Individual Class Payment will be combined with their Individual PAGA Payment, and they will receive a single check for the combined payments. If a Class Member chooses to opt-out of the Settlement, they will still receive an Individual PAGA Payment, as Aggrieved Employees cannot opt-out of the PAGA portion of the Settlement. See, e.g., *Robinson v So. County Oil*, 53 Cal. App. 476 (2020).

## HOW YOU GET A PAYMENT

### 9. HOW DO I RECEIVE A PAYMENT?

**You do not need to do anything to receive a payment.** However, if you believe that the number of Workweeks or PAGA Pay Periods you worked is incorrect, please correct it and provide any supporting evidence to the settlement Administrator, whose contact information is listed in Section 12 below.

### 10. WHEN WOULD I GET MY PAYMENT?

The Court will hold a Final Fairness Hearing on [REDACTED], to decide whether to approve the Settlement. If the Judge approves the Settlement, and anyone objects, there may be appeals. It is always uncertain when these objections and appeals can be resolved and resolving them can take time. If there is no objection, the Effective Date of the Settlement will be the date of entry of the Court's Order granting final approval.

Following the Effective Date, Individual Class Payments and Individual PAGA Payments will be mailed to Participating Class Members and Aggrieved Employees approximately 30 days after the Court's approval of the Settlement becomes final so long as there are no appeals.

**Settlement checks should be cashed promptly upon receipt.** Proceeds of checks which remain uncashed after 180 days from the date of issuance will be forwarded to the State of California Controller's Unclaimed Property Fund in the name of each Participating Class Member and/or Aggrieved Employee who did not cash his or her settlement check. If your settlement check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement. You can search for unclaimed property on the State's website at: [https://www.sco.ca.gov/search\\_upd.html](https://www.sco.ca.gov/search_upd.html)

For an update on the status of payments, please contact the Settlement Administrator (see Section 12).

### 11. WHAT AM I GIVING UP TO GET A PAYMENT?

If the Court approves this Settlement and unless you exclude yourself, you will become a Participating Class Member, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against Defendant concerning the legal claims being resolved in this Settlement. Specifically, you will be giving up or "releasing" the Released Class Claims described below against Defendant and Defendant's officers, directors, managerial employees, and agents. ("Released Parties"). The releases become effective once the GSA is fully funded by Defendant.

**Released Class Claims:** The "Released Class Claims" shall include the claims waived, released, and discharged by Class Members (other than those who submit timely and valid requests for exclusion) as to

the Released Parties, all claims arising during the Class Period which were asserted against Defendant in the operative complaint filed in the Action or which reasonably could have been asserted against Defendant based on the factual allegations stated the operative complaint filed in the Action.

**Released PAGA Claims:** If you are an Aggrieved Employee (i.e. if you worked for Defendant during the PAGA Period), you will also release all claims for civil penalties under PAGA arising during the PAGA Period (a) which were asserted against Defendant in Plaintiff's LWDA notice letter(s) preceding the Action and/or the operative complaint filed in the Action or (b) which reasonably could have been asserted against Defendant based on the factual allegations stated in Plaintiff's LWDA notice letter preceding the Action and/or the operative complaint filed in the Action.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

### 12. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

To exclude yourself from the Settlement, you must send the Settlement Administrator a written and signed request for exclusion which must be postmarked no later than [60 days after Class Notice is Mailed]. Be sure to include your name, address, and telephone number, and any other information you think would be helpful to the settlement Administrator to identify you. You can send your request for exclusion to the settlement Administrator at:

APEX Class Action LLC  
XXXXXXXXXX  
Irvine, CA 92618  
XXXXXXXXXX  
Email: XXX@apexclassaction.com

If you ask to be excluded from the Settlement, you will not be legally bound by anything that happens in the Action, except as it relates to settlement of the PAGA claim. If you ask to be excluded from the Settlement you will not be able to object to the Settlement and you will not receive an Individual Class Payment, but you will still receive an Individual PAGA Payment if you worked for Defendant during the PAGA Period (December 12, 2021, through October 31, 2025). If you ask to be excluded, you may be able to sue (or continue to sue) Defendant in the future.

### 13. IF I DON'T EXCLUDE MYSELF, CAN I SUE DEFENDANT FOR THE SAME THING LATER?

No. Unless you exclude yourself, you give up any right to sue Defendant for the claims that this Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that case immediately. You must exclude yourself from this Class to continue your own lawsuit. Remember, the exclusion deadline is [45 days after Class Notice is Mailed].

### 14. IF I EXCLUDE MYSELF, CAN I GET MONEY FROM THIS SETTLEMENT?

No. If you exclude yourself, you will not receive any money from this Settlement. However, if you timely exclude yourself from the Settlement, you will retain the right to pursue your own legal action against Defendant, if you desire.

QUESTIONS? CALL XXXXXXXXXX TOLL FREE

## THE LAWYERS REPRESENTING YOU IN THIS LAWSUIT

### 15. DO I HAVE A LAWYER IN THIS CASE?

The Court has determined that Wilshire Law Firm, PLC is qualified to represent you and the Class Members in the lawsuit. These lawyers are called Class Counsel and their contact information is listed below. If you want to be represented by your own lawyer, you may hire one at your own expense.

#### **WILSHIRE LAW FIRM, PLC**

Thiago M. Coelho, Esq.  
thiago.coelho@wilshirelawfirm.com  
Rachel Vinson, Esq.  
rachel.vinson@wilshirelawfirm.com  
Alan Wilcox, Esq.  
alanwilcox@wilshirelawfirm.com  
Lucy Nguyen, Esq.  
lucy.nguyen@wilshirelawfirm.com  
660 S. Figueroa St., Sky Lobby  
Los Angeles, California 90017  
Telephone: (213) 381-9988  
Facsimile: (213) 381-9989

### 16. HOW WILL THE LAWYERS BE PAID?

Class Counsel will ask the Court to approve \$58,327.50 (or 1/3 of the GSA) for attorneys' fees incurred in investigating the facts, litigating the case, and negotiating the Settlement. Class Counsel will also seek Court-approval of up to \$27,500.00 in litigation expenses incurred in this matter. The Court may award Class Counsel less than what they request. Class Counsel will also ask the Court to approve a payment to Plaintiff Joshua Olivares, in the amount of \$10,000.00 in addition to Plaintiff's Individual Class Payment and Individual PAGA Payment for the initiative, risk, and time and energy Plaintiff has spent in service to the Class as the Class Representative. The Court may award a Class Representative less than what is requested.

## OBJECTING TO THE SETTLEMENT

You can and have the right to tell the Court you do not agree with the Settlement or some part of it.

### 17. HOW DO I TELL THE COURT THAT I OBJECT TO THE SETTLEMENT?

If you don't think the Settlement is fair, you can object to some or all of the Settlement. You can either object to the Settlement in person at the Final Approval Hearing or you can submit a written objection. Written objections and notices of intent to appear at the Final Approval Hearing must be mailed to the Settlement Administrator and postmarked on or before \_\_\_\_\_, at the following address:

**APEX Class Action LLC**  
**XXXX**

QUESTIONS? CALL **XXXXXXXX** TOLL FREE

XXXX  
XXXXXX

The written objection should state your name and address and describe all legal and factual reasons that you object to the terms of the Settlement. You should also include or attach any documents upon which your objection is based. If the Court overrules the objection at the Final Approval hearing, the Settlement Agreement will be approved, and you will receive your payment. If you do not submit a written objection, you may still appear at the Final Approval hearing to voice your objection or to otherwise observe the proceedings.

**18. WHAT'S THE DIFFERENCE BETWEEN OBJECTING AND REQUESTING EXCLUSION?**

Objecting is simply telling the Court that you do not agree with something about the Settlement. You can object only if you stay in the Class.

Requesting exclusion is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you, and you do not get any money from this Settlement. If you submit both an objection and a request to be excluded from the settlement, the request to be excluded will control and you will not get any money from this settlement.

**THE COURT'S FAIRNESS HEARING**

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you don't have to.

**19. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?**

The Court will hold a Final Approval Hearing at \_\_\_\_\_ on \_\_\_\_\_ in Department 10 of the Los Angeles County Superior Court (Spring Street Courthouse) located at 312 North Spring Street, Los Angeles, California 90012, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. If there are objections, the Court will consider them at that time. The Court will also be asked to approve the requests for the Class Representative Service Payment and the Class Counsel Fees and Litigation Expenses Payments.

**20. DO I HAVE TO COME TO THE HEARING?**

No. Class Counsel will answer questions the Court may have. However, you are welcome to attend. If you send an objection, you do not have to come to the Court to talk about it. As long as you mailed your written objection to the settlement administrator on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

## IF YOU DO NOTHING

### 21. WHAT IF I DO NOTHING AT ALL?

If you do nothing, you will receive a Settlement payment, and you will be bound by the terms of Settlement, which means that you will not be able to start a lawsuit, continue a lawsuit, or be a part of any other lawsuit against the Defendant about the legal issues in the Action.

## GETTING MORE INFORMATION

### 22. HOW DO I GET MORE INFORMATION?

You may contact Class Counsel at the contact information listed above in Section 15 if you have any questions about the Settlement. You may also contact the Court-appointed Settlement Administrator, APEX Class Action LLC by calling toll free [REDACTED], or you can write to the Administrator at the following address:

*APEX Class Action LLC*

[REDACTED]

[REDACTED]

[REDACTED]

**PLEASE DO NOT TELEPHONE THE COURT OR DEFENDANT OR DEFENDANT'S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS. YOU MAY, HOWEVER, CALL CLASS COUNSEL OR THE SETTLEMENT ADMINISTRATOR, LISTED ABOVE.**

QUESTIONS? CALL [REDACTED] TOLL FREE