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

ARTURO GONZALEZ, individually, and on
behalf of other members of the general public
similarly situated,

Plaintiff,

vs.

HUNT ENTERPRISES, INC., a California
corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 22STCV15057

*Assigned for all purposes to the Honorable
Lawrence P. Riff, Dept. 7*

**DECLARATION OF S. EMI MINNE IN
SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: June 12, 2023
Time: 10:00 a.m.
Dept.: 7

Complaint Filed: May 5, 2022
Trial Date: Not Set

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I, S. Emi Minne, declare as follows:

1. I am an attorney duly licensed to practice law in all courts of the State of California. I am a partner at the law firm of Parker & Minne, LLP, attorneys of record for Plaintiff Arturo Gonzalez (the "Plaintiff") in the above-entitled action. The facts set forth in this declaration are within my personal knowledge or based on information and belief, and, if called to testify I could and would competently

2. This declaration is submitted in support of Plaintiff's Motion for Preliminary Approval of Plaintiff's Action and PAGA Settlement.

RELEVANT PROCEDURAL AND FACTUAL BACKGROUND

3. Defendant Hunt Enterprises, Inc. (“Defendant”) is a real estate investment company that manages numerous residential, industrial, and commercial properties throughout Southern California.

4. Plaintiff is a former non-exempt employee of Defendant who worked as a plumber approximately March 3, 2003 to January 28, 2020.

5. On May 5, 2022, Plaintiff filed a putative class action complaint against Defendant Arturo Gonzalez v. Hunt Enterprises, Inc. (Los Angeles County Superior Court Case No. V15057, hereinafter “Action”). The original Complaint alleged the following causes of action: (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime Wages); (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums); (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums); (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages); (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid); (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment); (7) Violation of California Labor Code § 226(a) (Non-Disclosure of Wage Statements); (8) Violation of California Labor Code § 1174(d) (Failure to Keep Accurate Payroll Records); (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses); and (10) Violation of California Business and Professions Code §§ 17200, et seq.

6. On August 29, 2022, the Court held an initial status conference in the Action, at which

1 time the Court lifted the discovery stay as to issues related to class certification.

2 7. On August 30, 2022, Plaintiff served his first set of formal written discovery requests
3 on Defendant, which consisted of Special Interrogatories (Set One and Set Two), Form Interrogatories
4 (Set One), and Requests for Production of Documents (Set One). Plaintiff also noticed the deposition
5 of Defendant's person most knowledgeable.

6 8. Shortly after Plaintiff served his first set of written discovery requests, I met and
7 conferred with Defendant's counsel, Nancy Rader Whitehead, regarding the potential for early
8 resolution of the Action. Pursuant to these discussions, the Parties agreed to stay formal discovery,
9 exchange informal discovery, and engage in private mediation. As a further pre-condition for early
10 mediation, Defendant further formally stipulated that: (1) the Parties would finalize the substantive
11 format of a *Belaire-West* notice prior to mediation, and that the *Belaire-West* notice would be promptly
12 sent to all putative class members in the event mediation was unsuccessful; and (2) that it would not
13 engage in a mass release campaign (commonly known as a "*Pick-up Stix*" process) prior to mediation.

14 9. Pursuant to the Parties' agreement, Defendant provided my office with extensive
15 informal discovery prior to mediation, which included a 20% sampling of Class Members' time and
16 payroll records. The sampling was randomly selected and included employees across the Class Period.
17 Defendant also provided my office with all versions of Defendant's employee handbooks in use during
18 the Class Period and other documents evidencing its relevant wage and hour policies and procedures,
19 as well as exemplars of any arbitration agreements signed by Class Members. Finally, Defendant
20 provided my office with key data points regarding the size and composition of the Class, such as the
21 number of Class Members and Aggrieved Employees (including the number of current versus former
22 employees), the number of Class Members who signed arbitration agreements, the total number of
23 workweeks and pay periods worked by Class Members, the number of pay periods worked by
24 Aggrieved Employees, and the average rate of pay for the Class.

25 10. Prior to mediation, I thoroughly reviewed the informal discovery produced by
26 Defendant, which included consulting with an expert to fully analyze Class Members' time and payroll
27 records. I also engaged in extensive independent investigation and research regarding the merits of
28 Plaintiff's claims and Defendant's potential defenses thereto. Based on this investigation and informal

1 discovery, I prepared a detailed and informed assessment of Defendant's potential liability prior to the
2 mediation. I also extensively briefed the strengths and weaknesses of Plaintiff's claims and
3 Defendant's anticipated defenses, and provided my analysis to the mediator for her consideration.
4 These extensive efforts enabled me to act intelligently and effectively in negotiating the proposed
5 settlement.

6 11. On March 6, 2023, the Parties attended a formal mediation with Phyllis Cheng, Esq., a
7 neutral and respected mediator with extensive experience in complex wage and hour matters. The
8 Parties engaged in a full day of settlement discussions, during which the Parties extensively debated
9 their respective positions regarding the strengths and weaknesses of Plaintiff's claims and Defendant's
10 defenses. The settlement discussions were at all times at arm's length and, although conducted with
11 appropriate professional decorum, were adversarial. Plaintiff and my office went into mediation
12 willing to explore the potential for a settlement of the Action, but were also prepared to aggressively
13 litigate Plaintiff's claims through class certification, trial, and appeal if a settlement was not reached.

14 12. Following a full day of settlement discussions, the mediation culminated in the issuance
15 of a mediator's proposal, which was accepted by the Parties. On March 7, 2023, the Parties executed
16 a memorandum of understanding memorializing the key terms of their agreement to settle the Action.

17 13. On March 13, 2023, Plaintiff provided written notice to the California Labor and
18 Workforce Development Agency ("LWDA") and Defendant of his intent to seek civil penalties under
19 Labor Code section 2698, et seq. ("PAGA"). The Parties have also entered into a Joint Stipulation to
20 Amend Complaint to Plaintiff to file a First Amended Complaint adding an additional representative
21 cause of action under PAGA, which is being concurrently filed with Plaintiff's Motion for Preliminary
22 Approval.

23 14. On or about May 2, 2023, after further negotiations, the Parties fully executed a long
24 form Class Action and PAGA Settlement Agreement. A true and correct copy of the fully executed
25 Class Action and PAGA Settlement Agreement, which includes the proposed Class Notice (Exhibit A
26 to the Class Action and PAGA Settlement Agreement), is attached hereto as **Exhibit 1**.

27 15. On or about May 9, 2023, the Parties executed a Joint Stipulation to Amend the Class
28 Action and PAGA Settlement Agreement to address a minor typographical error regarding the tax

1 treatment of Individual Class Payments. A true and correct copy of the fully executed Joint Stipulation
2 to Amend the Class Action and PAGA Settlement Agreement is attached hereto as **Exhibit 2**. The
3 Class Action and Joint Stipulation to Amend the Class Action and PAGA Settlement Agreement are
4 collectively referred to herein as the “Agreement” or “Settlement”.

5 16. The Agreement and proposed Class Notice are based off the Los Angeles County
6 Superior Court’s model Class Action and PAGA Settlement Agreement. A redlined version of the
7 Agreement showing all modifications made to the Court’s model agreement and notice is attached
8 hereto as **Exhibit 3**.

9 17. The proposed Settlement was reached at the end of a process that was neither fraudulent
10 nor collusive. To the contrary, counsel for the Parties advanced their respective positions throughout
11 the settlement negotiations.

12 **SUMMARY OF THE SETTLEMENT TERMS**

13 18. Plaintiff seeks to provisionally certify the following Class for settlement purposes: “All
14 persons employed by Defendant Hunt Enterprises, Inc. in California and classified as a hourly-paid
15 and/or non-exempt employee who worked for Defendant Hunt Enterprises, Inc. during the Class
16 Period.” (Agreement, ¶ 1.5.) The Class Period means the period commencing on May 5, 2018, and
17 ending on May 5, 2023. (Agreement, ¶ 1.12.)

18 19. It is estimated that the Class consists of approximately 255 individuals. (Agreement, ¶
19 4.1.)

20 20. The Settlement also includes a subgroup of “Aggrieved Employees” which consist of
21 those individuals who worked for Defendant as hourly-paid and/or non-exempt employees during the
22 PAGA Period. (Agreement, ¶ 1.4.) The PAGA Period means the period commencing on May 5, 2021,
23 and ending on May 5, 2023. (Agreement, ¶ 1.31.)

24 21. It is estimated that there are approximately 200 Aggrieved Employees. (Agreement, ¶
25 4.1.)

26 22. Subject to Court approval, Plaintiff and Defendant have agreed to settle both the Class
27 and PAGA claims for the non-reversionary gross settlement amount of \$775,564.00. (Agreement, ¶¶
28 1.22, 3.1.) The Gross Settlement Amount is exclusive of any employer-side payroll taxes, which shall

1 be separately paid by Defendant. (Agreement, ¶ 3.1.)

2 23. The Gross Settlement Amount shall be allocated as follows:

- 3 a. Class Representative Service Payment of \$7,500.00 to Plaintiff. (Agreement, ¶¶
4 1.14, 3.2.1.)
- 5 b. Attorneys' Fees to Class Counsel in the amount of 35% of the Gross Settlement
6 Amount (i.e., \$271,517.40). (Agreement, ¶¶ 1.7, 3.2.2.)
- 7 c. Reimbursement of Class Counsel's actual litigation costs and expenses, not to
8 exceed \$30,000.00. (Agreement, ¶¶ 1.7, 3.2.2.)
- 9 d. Settlement Administration Expenses not to exceed \$8,500.00. (Agreement, ¶¶ 1.3,
10 3.2.3.)
- 11 e. PAGA Penalties in the amount of \$50,000.00. 75% of the PAGA Penalties
12 (\$37,500.00) shall be allocated to the LWDA, and 25% of the PAGA Penalties
13 (\$12,500.00) shall be distributed to Aggrieved Employees. (Agreement, ¶¶ 1.24,
14 1.27, 1.34, 3.2.5.)

15 24. After the above-estimated amounts are deducted from the Gross Settlement Amount,
16 Participating Class Members will share in a Net Settlement Amount of approximately \$408,046.60.

17 25. The Net Settlement Amount will be distributed to Participating Class Members on a
18 pro-rata basis based on the number of Workweeks they worked during the Class Period. (Settlement
19 Agreement, § 3.2.4.) This method of distribution is commonly used in wage and hour class actions
20 because it: (a) relies upon objective evidence of the length of employment which Class Members can
21 easily review and confirm for themselves; and (b) allows for a distribution that corresponds closely to
22 the alleged damages which are directly related to the amount of time Class Members were employed.
23 This information is readily available from Defendant's records, and the Settlement Administrator can
24 apply the formula in a fair and transparent manner.

25 26. The range of Individual Class Payments will vary based on the total weeks they worked
26 and the number of Class Members who request to be excluded from the Settlement. However, based
27 on information provided by Defendant, The average Individual Class Payment to Participating Class
28 Members is currently estimated to be \$1,600.18.

1 27. Individual Class Payments to Participating Class Members shall be allocated as 15%
2 wages, and 85% penalties and interest. (Agreement, ¶ 3.2.4.1; Amendment to Agreement ¶ 1.)

3 28. In addition to the Individual Class Payments, Aggrieved Employees shall receive a pro-
4 rata share of the 25% portion of PAGA Penalties allocated for distribution to Aggrieved Employees.
5 (Agreement, ¶ 3.2.5.) Individual PAGA Payments will be distributed based on the number of pay
6 periods worked by Aggrieved Employees during the PAGA Period. (Agreement, ¶ 3.2.5.1.) The
7 average Individual PAGA Payment to Aggrieved Employees is estimated to be \$62.50.

8 29. All payments owed under the Settlement shall be disbursed within 44 days of the
9 Effective Date. (Agreement ¶¶ 4.3, 4.4.) Any funds from checks for Individual Class Payments and
10 Individual PAGA Payments that remain uncashed after 180 days shall be transferred to the California
11 Controller's Unclaimed Property Fund in the name of the Participating Class Member. (Agreement,
12 ¶¶ 4.4.1, 4.4.3.) As such, no "unpaid residue" under California Code of Civil Procedure § 384 will
13 result from the Settlement.

14 30. The parties have selected Phoenix Settlement Administrators to serve as the Settlement
15 Administrator. My office also obtained an administration bid from CPT Group, Inc. However, Phoenix
16 Settlement Administrators was ultimately selected as the third-party administrator because its bid was
17 significantly lower and, consequently, would result in a greater recovery by Participating Class
18 Members. True and correct copies of the administration bids that were provided to my office by
19 Phoenix Settlement Administrators and CPT Group, Inc. are attached hereto as **Exhibit 4** and **Exhibit**
20 **5**.

21 **DEFENDANT'S TOTAL POTENTIAL EXPOSURE**

22 31. Prior to mediation, my office analyzed all available data and information, and
23 determined that if all class claims were certified and adjudicated in favor of the class at trial, Defendant
24 faced a maximum potential class-wide liability of approximately \$4,204,888.66, which can be broken
25 down by claim as follows: \$727,391.17 in unpaid overtime and minimum wages; \$1,137,071.25 in
26 unpaid meal period premiums; \$1,045,102.25 in unpaid rest period premiums; \$127,500.00 in
27 unreimbursed business expenses; \$367,824.00 in waiting time penalties under Labor Code § 203; and
28 \$800,000.00 in wage statement penalties under Labor Code § 226. Penalties associated with violations

of Labor Code §§ 204 and 1174, were not considered as part of the Class analysis, but were instead included in Plaintiff's separate calculations regarding Defendant's potential exposure for PAGA, which is set forth in paragraph 38, below. An explanation of how these calculations were reached is set forth below.

32. **Unpaid Overtime and Minimum Wages:** Plaintiff contends that for a portion of the Class Period Defendant improperly rounded Class Members' time in 15-minute increments, resulting in the systematic underpayment of wages to the Class. Plaintiff further contends that Defendant discouraged employees from recording overtime hours, and pressured employees to perform work off-the-clock without compensation. Plaintiff estimates that these combined practices – which constituted both minimum wage and overtime violations – resulted in an average underpayment of 30 minutes per week. Based on information provided by Defendant, there are a total of approximately 255 Class Members who worked a collective total of 43,097 workweeks during the Class Period, with an average hourly rate of pay of \$19.40 per hour. Thus, Defendant's maximum potential liability for unpaid minimum wages and overtime compensation was estimated to be \$727,391.17 (43,097 Workweeks x .5 hours per week x \$29.10 average hourly overtime rate of pay).

33. **Meal Period Violations:** Plaintiff contends that Defendant failed to provide class members with timely and duty-free first meal periods for shifts over 5 hours and second meal periods for shifts over 10 hours. Plaintiff also contends that even when meal periods were provided, they were often delayed past the fifth hour of work, interrupted, and/or cut short. Based on Plaintiff's expert's analysis of class time and payroll data, approximately 27.2% of recorded shifts reflected at least one unique meal period violation. Accordingly, Defendant's maximum potential liability for meal period violations was estimated to be \$1,137,071.25 (43,097 Workweeks x 5 shifts per Workweek x \$19.40 average hourly rate of pay x 27.2% violation rate).

34. **Rest Period Violations:** Plaintiff contends that Defendant failed to provide Class Members with compliant rest periods, and that rest periods were frequently interrupted or missed entirely. Based on Plaintiff's anecdotal testimony and the same underlying employment practices that cause meal period violations, my office estimated a rest period violation rate of at least 25%. Accordingly, Defendant's maximum potential liability for rest period violations was estimated to be

1 \$1,045,108.25 (43,097 Workweeks x 5 shifts per Workweek x \$19.40 average hourly rate of pay x
2 25% violation rate).

3 35. **Unreimbursed Business Expenses:** Plaintiff estimates that Class Members are each
4 owed approximately \$500.00 for use of their personal cell phones and vehicles for work-related
5 purposes. Accordingly, Defendant's maximum potential liability for unreimbursed business expenses
6 was estimated to be \$127,500.00 (255 Class Members x \$500.00).

7 36. **Waiting Time Penalties:** Plaintiff contends that as result of the foregoing practices,
8 Defendant failed to timely pay all wages due to its former employees upon termination of their
9 employment. Based on information provided by Defendant, there are approximately 79 Class
10 Members who were terminated within the 3-year statutory period for claims under Labor Code § 203.
11 Accordingly, Defendant's maximum potential liability for waiting time penalties was estimated to be
12 \$367,824.00 (79 terminated employees x \$19.50 average hourly rate x 8 hours per day x 30 days).

13 37. **Wage Statement Penalties:** Plaintiff contends that as result of the foregoing practices,
14 Defendant failed to provide wage statements that accurately reflected the total hours worked and total
15 wages owed to employees. Based on information provided by Defendant, there are approximately 200
16 Class Members who were employed during the 1-year statutory period for penalties under Labor Code
17 § 226(e). Accordingly, Defendant's maximum potential liability for statutory penalties under Labor
18 Code § 226(e) was estimated to be \$800,000.00 (200 employees x \$4,000.00 maximum penalty).

19 38. **PAGA:** Defendant provided my office with informal discovery for the time period
20 commencing one-year prior to the filing of the Action in order to allow my office to assess Defendant's
21 potential exposure under PAGA. Based on this information, my office estimated that should all PAGA
22 claims be adjudicated in Plaintiff's favor and all available civil penalties were awarded, Defendant
23 faced a potential exposure of \$4,216,317.00 in civil penalties, which can be broken down by violation
24 as follows: \$367,275.00 for unpaid overtime; \$734,550.00 for unpaid minimum wages; \$639,058.50
25 for meal period violations; \$639,058.50 for rest period violations; \$734,550.00 for failure to timely
26 pay wages during employment; \$734,550.00 for failure to maintain required payroll records; and
27 \$367,275.00 for failure to reimburse business expenses. These calculations did not include duplicative
28 penalties that my office anticipated would be recovered as part of the Class claims, such as waiting

time penalties under Labor Code § 203 and wage statement penalties under Labor Code § 226.

RISKS ASSOCIATED WITH CONTINUED LITIGATION

39. Based on the investigation and informal discovery conducted to date, I believe that Plaintiff's claims are fundamentally meritorious. However, while Defendant's "soaking wet" liability in this Action is substantial, such calculations assume that Plaintiff fully prevails on all claims alleged in the operative Complaint at both class certification and trial.

40. Prior to and during mediation, Defendant proffered defenses to both class certification and the merits of Plaintiff's claims. Defendant contended that Plaintiff's claims are not suitable for class certification because individual issues and affirmative defenses would predominate should this case go to trial. While I believed that this case presented common issues that were suitable for class-wide adjudication, I also recognized Plaintiff would likely encounter difficulties sustaining his claims through class certification, trial, and appeals. In reaching the decision to settle the Action at this juncture in litigation, I considered specific risks associated with each of the primary claims, and applied appropriate risk-based adjustment as follows:

41. Arbitration Agreements: Prior to mediation, Defendant disclosed that 237 of the 255 Class Members had entered into arbitration agreements and asserted that these individuals should be excluded from any potential class. Plaintiff himself did not sign an arbitration agreement, and, after reviewing exemplars of the purported arbitration agreements, I did not believe them to be enforceable. However, given the extremely strong policy favoring the enforcement of arbitration agreements, I recognized that the existence of these agreements created a significant risk that these individuals could ultimately be barred from participating in the Action or that individualized issues related to the agreements could affect Plaintiff's chances at obtaining class certification. *See Hendershot v. Ready to Roll Transportation*, 228 Cal.App.4th 1213 (2014). The risk presented by the existence of these purported arbitration agreements affected each claim alleged by Plaintiff.

42. Meal Period Claims: A significant portion of Defendant's estimated liability is based on Plaintiff's meal period claims. Plaintiff contends that Class Members were often required to skip meal periods, to delay meal periods after their fifth hour of work, and to cut their meal periods short, and were not paid meal period premiums for such violations. Plaintiff also contends that Defendant

1 unlawfully automatically deducted 30-minutes of time for meal periods, even where such meal periods
2 were not recorded in Class Members' time records.

3 43. At mediation, Defendant argued that that Plaintiff would be unable to certify a meal
4 period class because its formal, written policies were facially compliant with California law.
5 Defendant also maintained that as a matter of practice it provided ample opportunity for Class
6 Members to take meal periods, and that if Class Members did not take compliant meal breaks, it is
7 because they voluntarily chose not to do so. Defendant also asserted that its practice of automatically
8 deducting time for meal periods was largely limited to the years preceding the filing of this lawsuit
9 (i.e., 2018-2021). Defendant also argued that questions of whether employees had received compliant
10 meal periods, why such meal periods were not taken, and whether such meal and rest periods were
11 voluntarily waived were individualized issues that would bar certification. Defendant also asserted
12 that Class Members worked in a variety of different job positions with different job duties in different
13 locations, and that this variation between employees raised highly individualized questions of fact.
14 While I strongly disagreed with Defendant's arguments and factual contentions, I recognized that meal
15 period claims have become increasingly difficult to certify since *Brinker Restaurants Corp. v. Sup.*
16 *Ct.*, 53 Cal.4th 1004 (2012), particularly in cases where an employer's formal policies are facially
17 compliant. Accordingly, I applied a 30% reduction for risks associated with class certification, a 30%
18 reduction for risks associated with prevailing on the merits at trial, and a 50% reduction for risks
19 associated with the existence of the purported arbitration agreements. This resulted in an adjusted
20 estimated liability of \$278,582.46.

21 44. Rest Period Claims: Plaintiff contends that Class Members were required to skip their
22 rest periods, or had their rest periods interrupted by their supervisors, and were not paid rest period
23 premiums for such violations. Plaintiff further contends that Defendant required Class Members to
24 stay on-site during their rest periods in a manner that violated California law as set forth in *Augustus*
25 *v. ABM Securities*, 2 Cal.5th 257, 270 (2016).

26 45. As with meal period claims, Defendant asserted that its formal written rest period
27 policies were facially compliant, that it provided employees with a rest period for every four hours
28 worked or major fraction thereof, that as matter of practice Class Members were free to leave jobsites

1 during their breaks, and that Class Members who worked through their rest periods did so voluntarily.
2 Defendant likewise argued that whether Class Members had received a compliant rest period and the
3 reasons why Class Members failed to receive compliant rest periods raised individualized issues that
4 could not be certified. While I disagreed with Defendant's positions, I recognized that rest period
5 claims are inherently difficult to certify and prove, given that an employer has no obligation to
6 maintain records of rest periods. Given these difficulties, there were legitimate concerns Plaintiff
7 would not be able to certify these claims or prove substantial damages with requisite certainty at trial.
8 Accordingly, I applied a 50% reduction for risks associated with class certification, a 50% reduction
9 for risks associated with prevailing on the merits at trial, and a 50% reduction for risks associated with
10 the existence of the purported arbitration agreements. This resulted in an adjusted estimated liability
11 of \$130,637.78.

12 46. Minimum Wage and Overtime Compensation: Plaintiff's minimum wage and overtime
13 claims are primarily based on Plaintiff's allegations that Defendant engaged in rounding practices that
14 were not neutral and resulted in the systematic underpayment of wages to Class Members. Defendant
15 contended that its rounding practices were facially neutral, and therefore lawful under *See's Candy*
16 *Shops, Inc. v. Superior Court*, 210 Cal.App.4th 889, 895 (2012). Defendant also argued that stopped
17 rounding employees' time records in 2022, and that any unpaid wages resulting from this practice
18 were *de minimis*.

19 47. In addition to rounding, Plaintiff also alleged that Defendant failed to pay Class
20 Members all minimum wages and overtime compensation owed due to its practice of pressuring Class
21 Members to work off-the-clock. Defendant asserted that its formal written policies regarding payment
22 of wages were facially compliant, and that Class Members were instructed to record all hours worked.
23 Defendant also argued that individual liability issues predominated, including: (1) whether each
24 employee worked off-the-clock; and (2) whether Defendant knew or should have known about each
25 employee's off-the-clock work. Moreover, given that these claims were based on off-the-clock work
26 not reflected in Defendant's time records, Defendant argued that proving damages at trial would not
27 be manageable.

28 48. While I strongly disagreed with Defendant's contentions regarding Plaintiff's

1 rounding and off-the-clock claims, I recognized that establishing the illegality of Defendant's practices
2 was far from certain under current law. For example, while I firmly believe that *Donohue v. AMN*
3 *Services, LLC*, 11 Cal. 5th 58, 76 (2021) indicates that the California Supreme Court will eventually
4 find any form of rounding to be unlawful, I recognized that *See's Candy Shops, Inc.* remains good law
5 for the time being. I also recognized that the off-the-clock claims would be particularly challenging to
6 certify and prove due to potential for individualized issues and lack of records. Accordingly, I applied
7 a 50% reduction for risks associated with class certification, a 50% reduction for risks associated with
8 prevailing on the merits at trial, and a 50% reduction for risks associated with the existence of the
9 purported arbitration agreements. This resulted in an adjusted estimated liability of \$90,923.90.

10 49. Reimbursement Claims: Plaintiff contends that Defendant failed to reimburse Class
11 Members for necessary business expenses, such as use of their personal cell phones, vehicles, and
12 tools. Defendant asserted that employees were provided with company cell phones, tools and mileage
13 reimbursement, and that it regularly provided employees expense reimbursements. Defendant further
14 contended that the reason for why a Class Member incurred certain expenses and failed to receive
15 reimbursement for certain expenses would raise individual issues that could not be certified. Based on
16 informal discovery provided by Defendant, it appeared that at least some reimbursements for business
17 expenses were paid to Class Members. Accordingly, I applied a 50% reduction for risks associated
18 with class certification, a 50% reduction for risks associated with prevailing on the merits at trial, and
19 a 50% reduction for risks associated with the existence of the purported arbitration agreements. This
20 resulted in an adjusted estimated liability of \$15,937.50.

21 50. Waiting Time Penalties: There are substantial risks attached to Plaintiff's claims for
22 waiting time penalties, as they are entirely derivative of Plaintiff's primary claims for meal period,
23 rest period, minimum wage and overtime violations. Thus, if certification is denied on the primary
24 claims, these derivative claims would also likely fail. Moreover, even if Plaintiff prevails on the
25 underlying claims, Plaintiff would still be required to show that Defendant's conduct was willful – a
26 difficult standard to establish. Accordingly, I applied a 30% reduction for risks associated with class
27 certification, a 50% reduction for risks associated with prevailing on the merits at trial, and a 50%
28 reduction for risks associated with the existence of the purported arbitration agreements. This resulted

1 in an adjusted estimated liability of \$64,369.20.

2 51. Wage Statement Claims: As with waiting time penalties, Plaintiff's claims for non-
3 compliant wage statements, are derivative of and dependent on the success of Plaintiff's primary
4 claims for meal period, rest period, minimum wage and overtime violations. Moreover, wage
5 statement claims have seen varying treatment at the appellate level because such claims have an
6 element of discretion attached to them rather than a pure calculation of damages after liability is
7 proven. Cf., *Jaimez v. DAIOHS USA, Inc.*, 181 Cal.App.4th 1286 (2010) with *Price v. Starbucks Corp.*,
8 192 Cal.App.4th 1136 (2011). Accordingly, I applied a 30% reduction for risks associated with class
9 certification, a 50% reduction for risks associated with prevailing on the merits at trial, and a 50%
10 reduction for risks associated with the existence of the purported arbitration agreements. This resulted
11 in an adjusted estimated liability of \$140,000.00.

12 52. Risks Associated with PAGA Claim: In addition to evaluating the risks associated with
13 Plaintiff's Class claims, I also separately considered the risks of proceeding with a PAGA claims. Just
14 as with Plaintiff's class claims, in order to prevail at trial on a PAGA Claim, Plaintiff would have to
15 prove the underlying Labor Code violations, and demonstrate that Aggrieved Employees suffered
16 these violations. See *Green v. Lawrence Service Co.* (C.D. Cal. 2013) 2013 WL 3907506 at *5, fn. 5
17 ("whether each PAGA claims succeeds or fails is determined by the merits of the substantive claims
18 on which each is based."). Thus, the same defenses and merits-based risks associated with Plaintiff's
19 direct Labor Code claims are also applicable to a PAGA claim. Furthermore, I recognized that any
20 PAGA Period would only date back by a year. However, as discussed above, informal discovery
21 indicated that Defendant had rectified some of its most egregious practices (e.g., rounding and
22 automatic deductions for meal periods) prior to this time period.

23 53. Further, although California case law clearly states that PAGA actions need not satisfy
24 class action requirements, I am cognizant of the fact that there is currently a split in authority over
25 whether PAGA claims may nevertheless be stricken based on manageability concerns. Cf. *Wesson v.*
26 *Staples The Office Superstore*, 68 Cal.App.5th 746 (2021) with *Estrada v. Royalty Carpet Mills, Inc.*,
27 76 Cal.App.5th 685 (2022). The California Supreme Court recently granted review of *Estrada* to
28 resolve this issue, but has not yet issued a decision, creating further uncertainty in this area.

1 54. Even if Plaintiff successfully defended against challenges to manageability and
2 prevailed at trial, I anticipate that there would be significant disputes regarding the calculation of
3 penalties owed by Defendant. There is very little published law and guidance regarding the assessment
4 of penalties under PAGA, and no clearly established methodology. I believe that the statute is clear
5 that an aggrieved employee is entitled to seek all civil penalties available under the statute. However,
6 Defendant would likely contend that multiple Labor Code violations do not give rise to cumulative
7 penalties, and that instead a single penalty should apply once per pay period, if at all, rather than
8 cumulative penalties for each separate Labor Code provisions that was violated during a pay period.
9 If this methodology were applied, it would significantly reduce Defendant's exposure for civil
10 penalties.

11 55. The law is also clear that courts have discretion to greatly limit the penalties awarded
12 under the PAGA. Cal. Lab. Code § 2699(2); *Thurgood v. Bayshore Transit Management, Inc.*, 203
13 Cal. App. 4th 112 (1135). *See also, Cotter v. Lyft, Inc.*, 193 F. Supp. 3d 1030, 1037 (N.D. Cal. 2016
14 (reducing penalties by 97.5%); *Fleming v. Covidien*, 2011 U.S. Dist. LEXIS 154590, *8-9 (C.D. Cal.
15 2011) (reducing potential PAGA penalties by over 80 percent); *Magadia v. Wal-Mart Assocs. et al.*,
16 384 F. Supp. 3d 1058, 1069 (N.D. Cal. 2019)(applying 67% and 80% reductions to PAGA Penalties).
17 Here, Defendant would also likely argue that it made a good faith effort to comply with its legal
18 obligations, that any violations that occurred were not "willful", and that rectified its most problematic
19 practices (e.g., rounding and automatic deductions for meal periods), rendering the imposition of any
20 heightened penalties inappropriate. While I believe that such positions lack merit, I was aware that if
21 Plaintiff prevailed on his Class claims, there was a significant likelihood that the Court would find that
22 further imposition of the maximum civil penalties under PAGA could be considered unjust, arbitrary,
23 oppressive, or confiscatory.

24 56. The arbitration agreements discussed in paragraph 41, above, also created substantial
25 uncertainty as to the ultimate outcome of a PAGA claim in light of the recent U.S. Supreme Court
26 decision in *Viking River Cruises, Inc. v. Moriana*, 142 S.Ct. 1906 (2022), which held that "individual"
27 PAGA claims may be compelled to arbitration. Although I maintain that *Viking River Cruises* has no
28 impact on an employee's standing to pursue representative PAGA claims, Defendant would

undoubtedly attempt to argue that *Viking River* limits the scope of aggrieved employees covered by Plaintiff's PAGA claim if the case were to proceed to trial. Regardless, the ultimate impact of *Viking River* remains unclear, creating significant uncertainty in this area.

57. Finally, I remained cognizant that PAGA is fundamentally not intended to be compensatory in nature, but is instead intended to facilitate enforcement of California's labor laws by financing state activities and educating and deterring non-compliance. See Cal. Labor Code § 2699(i); *Arias v. Sup. Ct.*, 46 Cal. 4th 980; *Williams v. Sup. Ct.*, 3 Cal.5th 531, 546.

58. Taking into account the considerations listed above, I applied a 50% reduction to Defendant's potential liability for PAGA penalties for risks associated with prevailing on the merits at trial, a 50% reduction for risks associated with establishing manageability, a 30% reduction for risks associated with the existence of the purported arbitration agreements; and a 80% reduction for risks created by uncertainties regarding the method for assessing penalties and the highly discretionary nature of any penalties. This resulted in an adjusted estimated liability of \$147,571.10.

59. General Considerations: While I was confident of the merits of this case and Plaintiff's ability to prevail at both class certification and trial, and was prepared to litigate the case, I recognized the significant risk and expense of continued litigation, trial, and possible appeals, all of which would substantially delay and reduce any recovery by the Class Members. Even if Plaintiff prevailed at class certification, proving the amount of wages due to each Class Member would be an expensive, time-consuming, and extremely uncertain proposition. In order to prove liability and damages, my firm will need to request and analyze thousands of pages of documents, obtain the Class Members' contact information, contact them and obtain numerous declarations at great expense. Obtaining the cooperation of current employees would also be difficult, given the likely reluctance to aid prosecution of a lawsuit against a current employer. On the other hand, Defendant would likely be able to obtain the cooperation of its current employees. This puts Plaintiff at a particular disadvantage in this case because 63% of the Class (161 of the 255 Class Members) are current employees of Defendant. Moreover, even if Plaintiff prevails at class certification and trial, possible appeals would substantially delay any recovery by the Class. These risks are all obviated by the Settlement, which if approved by the Court will ensure that class members receive timely relief without the risk of an unfavorable

1 judgment.

2 60. As set forth above, taking into account the specific strengths and weaknesses of each
3 claim, the unique risks associated therewith, and the general risks and significant costs associated with
4 litigating this Action through class certification, trial, and appeals, I estimated that Defendant faced a
5 risk-adjusted liability of \$720,450.83 for Plaintiff's Class claims, and \$147,571.10 for Plaintiff's
6 PAGA claims.

7 61. Thus, based on these considerations, I submit that Settlement is fair, reasonable, and
8 adequate, and is in the best interest of the Class. I further submit that the Gross Settlement Amount of
9 \$775,564.00 – which represents 16.4% of the maximum value of the direct Class claims at issue - falls
10 within an acceptable range of recovery for this type of litigation given the strengths and weaknesses
11 of the case, and the inherent costs and risks associated with class certification, representative
12 adjudication, trial, and/or appeals. *See, e.g., Stovall-Gusman v. W.W. Granger, Inc.*, 2015 U.S. Dist.
13 LEXIS 78671, at *12 (N.D. Cal. 2015) (approving settlement amount representing approximately 10%
14 of the estimated actual damages to the class); *Bellinghausen v. Tractor Supply Co.*, 306 F.R.D. 245,
15 256 (N.D. Cal. 2015) (approving settlement representing approximately 8.5% of the maximum
16 damages); *Avila v. Cold Spring Granite Co.*, 2017 U.S. Dist. LEXIS 130878 (E.D. Cal 2017)
17 (approving settlement where gross recovery was 11% of the maximum damages).

18 62. I further submit that the allocation of \$50,000.00 towards PAGA Penalties (6.4% of the
19 Gross Settlement Amount) is well within the range of reasonableness for settlement of PAGA claims.
20 *See Alcala v. Meyer Logistics, Inc.*, 2019 WL 4452961, *9 (C.D. Cal. June 17, 2019) (holding that
21 allocation of 1.25% of gross settlement amount to PAGA penalties “falls within the zero to two percent
22 range for PAGA claims approved by courts.”); *In re M.L. Stern Overtime Litig.*, 2009 WL 995864, *1
23 (S.D. Cal. Apr. 13, 2009) (approving PAGA penalties of 2% of gross settlement amount); *Davis v.*
24 *Brown Shoe Co.*, 2015 U.S. Dist. LEXIS 149010 (E.D. Cal. 2015) (approving PAGA penalties of
25 \$5,000.00 in a \$1.5 million class settlement); *Zamora v. Ryder Integrated Logistics, Inc.*, 2014 U.S.
26 Dist. LEXIS 184096 (S.D. Cal. 2014) (\$7,500 payment to LWDA for PAGA on a \$1.5 million class
27 settlement); *Lusby v. Gamestop Inc.*, 2015 U.S. Dist. LEXIS 42637 (N.D. Cal. 2015) (PAGA Payment
28 of \$5,000 in a \$500,000 class settlement); *Cruz v. Sky Chefs, Inc.*, 2014 U.S. Dist Lexis 17693 (N.D.

1 Cal. 2014) (approving payment of \$10,000 to the LWDA for PAGA out of \$1,750,000 class
2 settlement.)

3 **REQUESTED CLASS REPRESENTATIVE SERVICE PAYMENT**

4 63. As part of the Settlement, Plaintiff is requesting a reasonable service award of
5 \$7,500.00. This service award is imminently reasonable given the time and effort Plaintiff spent on
6 this case, the risk he assumed in acting as the named plaintiff, and result obtained on behalf of Class
7 Members due to Plaintiff's actions. Plaintiff's Motion for Final Approval will expand on Plaintiff's
8 participation in the lawsuit and additional reasons regarding the reasonableness of these service
9 awards. Notice of the requested Service Award is disclosed to the Class Members in the proposed
10 Class Notice and should be preliminarily approved by the Court. (Agreement, Exh. A.)

11 **ATTORNEYS' FEES AND COSTS**

12 64. The attorneys' fees incurred by my firm and our co-counsel, Lawyers for Justice, PC,
13 are in line with the common fund requested. The Agreement provides for an award of attorneys' fees
14 in the amount of thirty-five percent (35%) of the Gross Settlement Amount or \$271,517.40. My firm
15 and our co-counsel have achieved an excellent result for the class during hard fought negotiations. My
16 firm and our co-counsel have extensive experience in wage and hour disputes and were able to use our
17 extensive experience and skills to achieve this result. The Motion for Final Approval will elaborate on
18 the nature of the legal services provided, the time incurred in performing those services, and Class
19 Counsel's hourly rates. The Motion for Final Approval will also elaborate on the reimbursement for
20 costs sought by Class Counsel, which are currently estimated at approximately \$30,000.00. Notice of
21 the requested attorneys' fees and costs are disclosed to the Class in the Class Notice. (Agreement, Exh.
A.)

22 65. Parker & Minne, LLP and Lawyers for Justice, PC have agreed that any attorneys' fees
23 awarded in this case will be split 50/50 between the firms. Our client, Arturo Gonzalez, was provided
24 a full written disclosure of this arrangement and consented to the arrangement in writing.

25 **QUALIFICATIONS OF CLASS COUNSEL**

26 66. I am a founding partner of Parker & Minne, LLP. I received my Bachelor of Arts
27 degree, *cum laude*, from the University of California, Los Angeles in 2001. In 2007, I received a Juris
28 Doctor degree from the UCLA School of Law. During my time at the UCLA School of Law, from

1 approximately June 2004 to June 2005, I served as a judicial extern to the Honorable Ernest M.
2 Hiroshige of the Los Angeles County Superior Court. I also externed with the California Department
3 of Justice – Office of the Attorney General from approximately June 2005 to August 2005. I was
4 admitted to the State Bar of California in December of 2007, and have been an active member in good
5 standing continuously since then. I am admitted to practice in all federal District Courts in the State
6 of California. I am a member of the California Employment Lawyer's Association.

7 67. Since being admitted to the California State Bar in 2007, my practice has focused
8 exclusively on the representation of employee plaintiffs, with a particular focus in the management
9 and prosecution of complex wage and hour class and representative PAGA actions. From October
10 2007 to August 2011, I was employed as an Associate Attorney at Rastegar & Matern, APC. From
11 September 2011 to August 2018, I was employed as a Senior Associate Attorney at Rastegar Law
12 Group, APC. From September 2018 to October 2021. I was employed as Senior Counsel with
13 Protection Law Group, LLP. From October 2021 to June 2022, I was employed as Senior Counsel at
14 Blackstone Law, APC. At each of these firms, my practice was focused on the representation of
15 employees in complex class and representative PAGA actions involving claims violations of the
16 California Labor Code. In July 2022, I co-founded Parker & Minne, LLP.

17 68. Parker & Minne, LLP is a law firm that is dedicated to the exclusive representation of
18 employees in disputes against their employers. Parker & Minne, LLP currently represents numerous
19 employees in courts across California, with complex class and representative PAGA Actions
20 accounting for over half of our caseload. The founding partners of Parker & Minne, LLP possess over
21 27 years of combined experience litigating cases involving Labor Code violations in individual, class,
22 and representative actions on behalf of California's employees. Based on this extensive experience,
23 Parker & Minne LLP is qualified to serve as Class Counsel in this Action.

24 69. During the course of my career, I have managed numerous wage and hour class and
25 representative PAGA actions from inception through resolution. Accordingly, I have extensive
26 experience in all aspects of class and representative PAGA litigation including, but not limited to:
27 initial case selection and client consultation; drafting complaints and PAGA notice letters;
28 propounding and responding to written discovery; meeting and conferring regarding discovery

disputes; taking depositions of defendants' person most knowledge, class member declarants, and other percipient witnesses; defending depositions of named plaintiffs and putative class members; opposing and arguing demurrers, motions to strike, motions for judgment on the pleadings, motions to dismiss, and motions to compel arbitration; drafting and arguing motions to compel; drafting and arguing motions to determine class arbitrability in class arbitration proceedings; drafting motions for class certification; drafting appellate briefs; representing employees in both individual and class-wide arbitration proceedings; interviewing putative class members and obtaining declarations in support of class certification; working with experts to analyze time and payroll data for purposes of both settlement negotiations and class certification; drafting mediation briefs and class-wide damages analyses; mediating class action and PAGA cases; drafting and arguing motions for preliminary approval; drafting and arguing motions for final approval; and oversight of the administration of complex wage and hour settlements.

70. Although not exhaustive, the following is a list of matters that were certified by way of contested class certification motions that I worked on as part of a team of attorneys prior to opening my own firm: *Behaein v. Pizza Hut, Inc.*, Los Angeles Superior Court Case No. BC389960 (certified wage and hour class action brought on behalf of hourly-paid fast food employees for alleged meal period, rest period, and expense reimbursement violations); *Garmendia v. Fortune Fashion Industries, LLC*, Los Angeles Superior Court Case No. BC389960 (certified wage and hour class action brought on behalf hourly paid garment workers in the State of California); *Gutierrez v. Dynaflex Products*, Los Angeles Superior Court Case No. BC360704 (certified wage and hour class action brought on behalf hourly paid manufacturing employees in the State of California); *ABM Industries Overtime Cases*, JCCP Case No. CJC-07-004502 (certified wage and hour class action brought on behalf of janitorial employees for meal and rest period, split-shift violations, and reimbursement violations); and *Hines v. KFC U.S. Properties, Inc.*, S.D. Cal. Case No. 3:09-cv-02422, (certified wage and hour class action brought on behalf of hourly-paid fast food employees in the State of California).

71. In addition, I have acted as the managing attorney at my prior firms in the following non-exhaustive list of cases that were certified for settlement purposes and/or where settlement of representative PAGA claims was approved: *Raquel Melara v. Los Palos Convalescent Hospital*, Los

1 Angeles Superior Court Case No. BC385437; *Jeanette Delgado v. El Pollo Loco, Inc.*, Los Angeles
2 Superior Court Case No. BC391758; *Hector Arceo v. International Paper Co.*, Los Angeles Superior
3 Court Case No. BC389721 ; *Brandon Waibl v. International Paper Co.*, Los Angeles Superior Court
4 Case No. BC428670; *Cheryl Luke v. The Sisters of Nazareth Los Angeles*, Los Angeles Superior Court
5 Case No. 572227; *Elizabeth Romero v. Jobbers Meat Packing Co., Inc.*, Los Angeles Superior Court
6 Case No. BC499085; *Natividad Barrera v. La Jolla Cove Motel and Hotel Apartments*, San Diego
7 County Superior Court Case No. 37-2014-00022715-CU-OE-CTL; *Gustavo Meza v. OldCastle*
8 *BuildingEnvelope, Inc.*, Los Angeles County Superior Court Case No. BC523586; *Reina v. Arriaga v.*
9 *Kitchell Corporation*, San Diego County Superior Court Case No. 37-2016-00034681-CU-OC-CTL;
10 *Jose Manuel Garcia v. Crockett Graphics, Inc.*, Ventura County Superior Court Case No. 56-2016-
11 00485262-CU-OE-VTA; *Manuel Saucedo v. Hussmann Corporation*, Los Angeles County Superior
12 Court Case No. BC611159; *Hector Garcia v. Santa Victoria Investments*, Los Angeles County
13 Superior Court Case No. BC562717; *Maria Guadalupe Ramirez v. Wing N Things, Inc.*, San Diego
14 County Superior Court Case No. 37-2013-00040760-CU-OE-NC; *Ernesto Pintor v. Phil's BBQ of*
15 *Point Loma, Inc.*, San Diego County Superior Court Case NO. 37-2015-00030542-CU-OE-CTL;
16 *Mario Morales v. Western Pacific Pulp and Paper*, Los Angeles County Superior Court Case No.
17 BC617544; *Ruth Fuentes v. Communications Test Design, Inc.*, San Bernardino County Superior
18 Court Case No. CIVDS1802427; *Briana Fernandez v. Sumitomo Rubber North America*, San
19 Bernardino County Superior Court Case No. CIVDS1803211; *Leandra Rodriguez v. The RealReal,*
20 *Inc.*, San Francisco County Superior Court Case No. CGC-19-574661; *Miguel Montes v. Kindness*
21 *General Contractors*, Orange County Superior Court Case No. 30-2018-01024338-CU-OR-CXC;
22 *Yasmine Jennings v. Advantage Sales & Marketing LLC*, Los Angeles County Superior Court Case
23 No. BC696157; *Heriberto Aparicio v. Advantage Painting Solutions, Inc.*, San Bernardino County
24 Superior Court Case No. CIVDS2013809; *Rocio Orozco v. ODW Logistics*, San Bernardino County
25 Superior Court Case No. CIVDS2004281.

26 72. No one at Parker & Minne, LLP has any financial interest in the Settlement
27 Administrator, Phoenix Settlement Administrators, which would create a conflict of interest.

28 73. To my knowledge, there is no actual or potential conflict of interests between Parker &

1 Minne, LLP and any of the Class Members which would interfere with my ability to fulfill my duties
2 as Class Counsel or impede my representation of the Class.

3 74. To my knowledge, there are no other pending matters or actions that assert claims that
4 will be extinguished to adversely affected by the Settlement.

5 **SUBMISSION OF THE SETTLEMENT TO THE LWDA**

6 75. Pursuant to California Labor Code § 2699(1)(2), I submitted a copy of the fully
7 executed Agreement, as well as information regarding the preliminary approval hearing on this matter,
8 to the California Labor Workforce Development Agency via online filing at
9 <https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html> on May
10 16, 2023. A true and correct copy of an email confirming submission of the Agreement to the LWDA
11 on May 16, 2023 is attached hereto as **Exhibit 6**.

12 I declare under penalty of perjury under the laws of the state of California that the foregoing is
13 true and correct.

14 Executed on May 16, 2023, at Redondo Beach, California.

15 

16 _____
S. Emi Minne

EXHIBIT 1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Arturo Gonzalez (“Plaintiff”) and Defendant Hunt Enterprises, Inc. (“HUNT”). The Agreement refers to Plaintiff and HUNT collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against HUNT captioned *Arturo Gonzalez v. Hunt Enterprises, Inc.*, Los Angeles County Superior Court Case No. 22STCV15057 initiated on May 5, 2022, and pending in Superior Court of the State of California, County of Los Angeles.
- 1.2. “Administrator” means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employee” means a person employed by HUNT in California and classified as a hourly-paid and/or non-exempt employee who worked for HUNT during the PAGA Period.
- 1.5. “Class” means all persons employed by HUNT in California and classified as hourly-paid and/or non-exempt employees who worked for HUNT during the Class Period.
- 1.6. “Class Counsel” means S. Emi Minne and Jill J. Parker of Parker & Minne, LLP, and Edwin Aiwazian, Arby Aiwazian, Joanna Ghosh, and Elizabeth Parker-Fawley of Lawyers for Justice, PC.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” means the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.8. “Class Data” means Class Member identifying information in HUNT’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.
- 1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods

and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

- 1.11. "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English and Spanish in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. "Class Period" means the period commencing on May 5, 2018 and ending on May 5, 2023.
- 1.13. "Class Representative" means Plaintiff Arturo Gonzalez.
- 1.14. "Class Representative Service Payment" means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.15. "Court" means the Superior Court of California, County of Los Angeles.
- 1.16. "HUNT" means named Defendant Hunt Enterprises, Inc.
- 1.17. "Defense Counsel" means Nancy Rader Whitehead and Anita York or Scott & Whitehead.
- 1.18. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.19. "Final Approval" means the Court's order granting final approval of the Settlement.
- 1.20. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.
- 1.21. "Final Judgment" means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- 1.22. "Gross Settlement Amount" means Seven Hundred Seventy-Five Thousand Five Hundred Sixty-Four Dollars and Zero Cents (\$775,564.00) which is the total amount HUNT agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator's Expenses.

- 1.23. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.25. "Judgment" means the judgment entered by the Court based upon the Final Approval.
- 1.26. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.27. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.28. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.29. "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.30. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for HUNT for at least one day during the PAGA Period.
- 1.31. "PAGA Period" means the period from May 5, 2021 and ending on May 5, 2023.
- 1.32. "PAGA" means the Labor Code Private Attorneys General Act of 2004, Cal. Labor Code §§ 2698, *et seq.*
- 1.33. "PAGA Notice" means Plaintiff's March 13, 2023 letter to HUNT and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.34. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount in the amount of Fifty Thousand Dollars and Zero Cents (\$50,000.00) in settlement of PAGA claims, 25% of which shall be allocated to the Aggrieved Employees (\$12,500.00) and the remaining 75% to the LWDA (\$37,500.00).
- 1.35. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.36. "Plaintiff" means Arturo Gonzalez, the named plaintiff in the Action.

- 1.37. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.
- 1.38. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.39. "Released Class Claims" means the claims being released as described in Paragraph 5.2 below.
- 1.40. "Released PAGA Claims" means the claims being released as described in Paragraph 5.3 below.
- 1.41. "Released Parties" means: HUNT and its past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.
- 1.42. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.43. "Response Deadline" means 60 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may fax, email, or mail Requests for Exclusion from the Settlement, Objections to the Settlement, or disputes over the Workweeks reported in the Class Notice. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.44. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.
- 1.45. "Workweek" means any calendar week (i.e., a week beginning on Sunday and ending on Saturday) during which a Class Member worked for HUNT for at least one day, during the Class Period.

2. RECITALS.

- 2.1. On May 5, 2022, Plaintiff commenced this Action by filing a putative Class Action Complaint against HUNT alleging the following ten (10) causes of action: (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime Wages); (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums); (3) Violation of California Labor Code §§ 226.7 (Unpaid Rest Period Premiums); (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages); (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid); (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment); (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage

Statements); (8) Violation of California Labor Code § 1174(d) (Failure to Keep Requisite Payroll Records); (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses); and (10) Violation of California Business and Professions Code §§ 17200, et seq.

- 2.2. On March 13, 2023, pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to HUNT and the California Labor and Workforce Development Agency (“LWDA”) by sending the PAGA Notice. Defendant agrees that the statute of limitations for Plaintiff to file a PAGA notice letter with the LWDA, is tolled from January 2020 to March 13, 2023.
- 2.3. The Parties have agreed to file a joint stipulation allowing Plaintiff to file a First Amended Complaint in order to add a representative cause of action for civil penalties pursuant to PAGA prior to the filing of Plaintiff’s Motion for Preliminary Approval, and which shall be deemed the operative complaint in the Action (the “Operative Complaint.”) HUNT denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.
- 2.4. On March 6, 2023, the Parties participated in an all-day mediation presided over by Phyllis Cheng, Esq. which led to this Agreement to settle the Action on a class-wide and PAGA basis.
- 2.5. Prior to mediation, Plaintiff obtained, through informal discovery, a sampling consisting of: (1) Plaintiff’s full personnel file, including all time records and payroll records; (2) a 10% sampling of Class Members’ handwritten time records and payroll records for the period of May 2018 to July 2019; (3) a 20% sampling of Class Members’ electronic time records and payroll records for the period of August 2019 to January of 2023; (4) Defendant’s relevant employee handbooks and policy documents that were in place during the Class Period; (5) exemplars of arbitration agreements signed by Class Members; and (6) data points regarding the total number of current and former employees, workweeks, pay periods, and average rates of pay during the Class Period and PAGA Period. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).
- 2.6. The Court has not yet granted class certification.
- 2.7. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, HUNT

promises to pay the total sum of Seven Hundred Seventy-Five Thousand Seven Hundred Sixty-Four Dollars and Zero Cents (\$775,764.00) as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. HUNT has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to HUNT.

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

3.2.1. To Plaintiff: Class Representative Service Payment to the Class Representative of not more than Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) (in addition to any Individual Class Payment the Class Representative is entitled to receive as a Participating Class Member.) HUNT will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 35%, which is currently estimated to be Two Hundred Seventy-One Thousand Five Hundred Seventeen Dollars and Forty Cents (\$271,517.40) and a Class Counsel Litigation Expenses Payment of not more than Thirty Thousand Dollars and Zero Cents (\$30,000.00). HUNT will not oppose requests for these payments provided that do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds HUNT harmless, and indemnifies HUNT, from any dispute or controversy regarding any division or sharing of any of these Payments.

- 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$8,500.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$8,500.00, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.
- 3.2.4.1. Tax Allocation of Individual Class Payments. 15% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The remaining 85% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for [e.g., interest and penalties] (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.
- 3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.
- 3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$50,000.00 to be paid from the Gross Settlement Amount, with 75% (\$37,500.00) allocated to the LWDA PAGA Payment and 25% (\$12,500.00) allocated to the Individual PAGA Payments.
- 3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$37,500.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
- 3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, HUNT estimates there are 255 Class Members who collectively worked a total of 43,097 Workweeks, and 200 Aggrieved Employees who worked a total 14,691 PAGA Pay Periods.
- 4.2. Class Data. Not later than 30 days after the Court grants Preliminary Approval of the Settlement, HUNT will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. HUNT has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which HUNT must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.3. Funding of Gross Settlement Amount. HUNT shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay HUNT's share of payroll taxes by transmitting the funds to the Administrator no later than 30 days after the Effective Date.
- 4.4. Payments from the Gross Settlement Amount. Within 14 days after HUNT funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.
 - 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a

single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

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

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

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

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

5.1 Plaintiff's Release. Plaintiff and his or her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiff's PAGA Notice, or ascertained during the Action and released under 5.3, below. ("Plaintiff's Release.") Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's

discovery of them.

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

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

- 5.2 Release by Participating Class Members Who Are Not Aggrieved Employees: Upon entry Final Judgment and funding of the Gross Settlement Amount, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims rights, demands, liabilities, and causes of action alleged in the Action or that could have been alleged based on the facts alleged in the Action arising during the Class Period, including but not limited to claims under the California Labor Code, California Industrial Welfare Commission Wage Orders, regulations, and/or other provisions of law, for unpaid overtime, failure to provide rest periods and associated premium wages, failure to provide meal periods and associated premium wages, unpaid minimum wages, failure to timely pay final wages, failure to timely pay wages during employment, failure to keep requisite payroll records, and failure to reimburse business expenses, including violations under California Labor Code sections 201, 202, 203, 204, 226, 226.7, 501, 512, 1174, 1194, 1197, 1197.1, 2800 and 2802, and derivative claims for unfair or unlawful business practices under California Business & Professions Code section 17200, et seq. Except as set forth in Section 5.4 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period

- 5.3 Release by Non-Participating Class Members Who Are Aggrieved Employees: All Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims, rights, demands, liabilities and causes of actions for civil penalties under the California Labor Code Private Attorneys General Act of 2004, Cal. Labor Code §§ 2698, et seq. arising during the PAGA Period, based on the facts and legal theories contained the PAGA Notice, including claims for civil penalties based on unpaid overtime, failure to provide rest periods and associate premium wages, failure to provide meal periods and associated premium wages, unpaid minimum wages, failure to timely pay final wages, failure to timely pay wages during employment, failure to keep requisite payroll records, and failure to reimburse business expenses, including violations under California Labor Code sections 201, 202, 203, 204, 226, 226.7, 501, 512, 1174, 1194, 1197, 1197.1, 2800

and 2802 and the Industrial Welfare Commission Orders

5.4 Release by Participating Class Members Who Are Aggrieved Employees: Upon entry Final Judgment and funding of the Gross Settlement Amount, all Participating Class Members who are Aggrieved Employees shall release the claims set forth in section 5.2, above, as well as all associated claims for PAGA penalties as set forth in section 5.3, above.

6. **MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

6.1 HUNT's Declaration in Support of Preliminary Approval. Within seven (7) days of the full execution of this Agreement, HUNT will prepare and deliver to Class Counsel a signed Declaration from HUNT and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In their Declarations, Defense Counsel and HUNT shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members and the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (vi) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (vii) all facts relevant to any actual or potential conflict of interest with Class Members and the Administrator. In their Declarations, Plaintiff and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement. Class Counsel shall have discretion as to whether incorporate any comments from Defense Counsel into their Preliminary Approval Documents, and Defendant agrees that it will not

oppose Plaintiff's motion for preliminary approval.

- 6.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.
- 6.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns. If the Parties are unable to resolve any dispute regarding Motion for Preliminary Approval, supporting declarations and documents, and/or modifications to this Agreement needed to obtain preliminary approval, they will submit their disputes to Phyllis Cheng, Esq. for resolution.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administrators to serve as the Administrator and verified that, as a condition of appointment, Phoenix Settlement Administrators agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 7.4 Notice to Class Members.
- 7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.

- 7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 calendar days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice with Spanish translation substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- 7.4.3 Not later than 3 business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- 7.4.4 The deadlines for Class Members’ written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- 7.4.5 If the Administrator, HUNT, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever is later.
- 7.5 Requests for Exclusion (Opt-Outs).
- 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member’s election to be excluded from the Settlement and includes the Class Member’s name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed,

emailed, or postmarked by the Response Deadline.

- 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.2 and 5.4 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.
- 7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.
- 7.7 Objections to Settlement.
- 7.7.1 Only Participating Class Members may object to the class action components of

the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

- 7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).
- 7.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.
- 7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.
- 7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.
- 7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).
- 7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must provide the Administrator's assessment of the

validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

- 7.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.
- 7.8.5 Administrator's Declaration. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration in Court.
- 7.8.6 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.
8. **CLASS SIZE ESTIMATES**. Based on its records, HUNT estimates that, as of the date of this Settlement Agreement, (1) there are 255 Class Members and 43,097 Total Workweeks during the Class period and (2) there were 200 Aggrieved Employees who worked 14,691 Pay Periods during the PAGA Period.
- 8.1 Escalator Clause. The Gross Settlement Amount is based on Defendant's representation that the Class Members worked a total of 43,097 Workweeks during the Class Period. Should the qualifying Workweeks worked by the Class Members during the Class Period ultimately increase by more than 10% (i.e., by more than 4,310 Workweeks), Defendant shall have the option of either: (A) increasing the Gross Settlement Amount on a pro-rata basis equal to the percentage increase in the number of Workweeks worked by the Class Members above 10% (for example, if the number of Workweeks increases by 11% to 47,838 Workweeks, the Gross Settlement Amount will increase by 1%); or (B) cutting off the Class and PAGA Periods as of the date that there are 47,838 Workweeks.

9. **HUNT'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, HUNT may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if HUNT withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, HUNT will remain responsible for paying all Settlement Administration Expenses incurred to that point. HUNT must notify Class Counsel and the Court of its election to withdraw not later than seven (7) days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.
10. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than 3 business days prior to filing the Motion for Final Approval. Class Counsel shall have discretion as to whether incorporate any comments from Defense Counsel into their Final Approval documents, and Defendant agrees that it will not oppose Plaintiff's motion for preliminary approval.
- 10.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph. If the Parties are unable to resolve any dispute regarding modifications to this Agreement needed to obtain Final Approval, they will submit their disputes to Phyllis Cheng, Esq. for resolution.
- 10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the

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

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

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

12. **ADDITIONAL PROVISIONS.**

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

12.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, HUNT and Defense Counsel separately agree that, until the Motion for Preliminary Approval of

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

- 12.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 12.4 Neutral Employment Reference. Defendant agrees that it will adopt a neutral reporting policy regarding any future employment references related to Plaintiff. In the event that any potential or future employers of Plaintiff request a reference regarding Defendant's employment of Plaintiff, Defendant shall only provide Plaintiff's dates of employment and job titles during employment. Defendant shall not refer to the Action or the Settlement. Verbal inquiries should be directed to Brenda Nowotka, or other Vice-President of Human Resources, at which point only the following will be disclosed to prospective employers: (i) periods of employment; (ii) last position held; and (iii) if asked whether Plaintiff is eligible for rehire or any other information, Defendant will only say that such information is not provided per company policy
- 12.5 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 12.6 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and HUNT, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

- 12.7 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 12.8 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 12.9 No Tax Advice. Neither Plaintiff, Class Counsel, HUNT nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 12.10 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 12.11 Enforcement Action. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.
- 12.12 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.13 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 12.14 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 12.15 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 12.16 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class

Counsel by HUNT in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from HUNT unless, prior to the Court's discharge of the Administrator's obligation, HUNT makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.

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

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

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

To Plaintiff:

S. Emi Minne (emi@parkerminne.com)
Jill J. (jill@parkerminne.com)
PARKER & MINNE, LLP
700 S. Flower Street, Suite 1000
Los Angeles, California 90017
Telephone: (310) 882-6833
Fax: (310) 889-0822

Edwin Aiwarzian (edwin@calljustice.com)
Arby Aiwarzian (arby@calljustice.com)
Joanna Ghosh (joanna@calljustice.com)
Elizabeth Parker-Fawley
(elizabeth@calljustice.com)
LAWYERS FOR JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91023
Telephone: (818) 265-1020
Fax: (818) 265-1021

To HUNT:

Nancy Rader Whitehead (Nwhitehead@employerlaw.com)
Anita York (Anita@employerlaw.com)
SCOTT & WHITEHEAD
Ashley Morales (Amorales@employerlaw.com)
4675 MacArthur Court, Suite 1240
Newport Beach, California 92660
Telephone: (949) 222-0166


Fax: (949) 222-0113

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

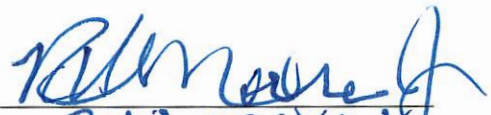
12.21 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 commencing from March 6, 2022 for the entire period of this settlement process.

APPROVED AS TO CONTENT:

Dated: 04/26/2023

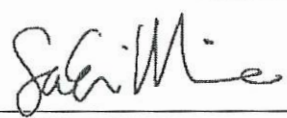
By: 
Arturo Gonzalez (Apr 26, 2023 19:30 PDT)
Plaintiff Arturo Gonzalez

Dated: 05/02/23

By: 
Name: Ralph Moore Jr.
Title: Executive Vice President
For Defendant Hunt Enterprises, Inc.

APPROVED AS TO FORM:

Dated: April 26, 2023

PARKER & MINNE, LLP
By: 
S. Emi Minne
Attorneys for Plaintiff Arturo Gonzalez

Dated: 5/2/2023

SCOTT & WHITEHEAD

By:



Nancy Rader Whitehead
Attorneys for Defendant
Hunt Enterprises, Inc.

EXHIBIT A

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

Arturo Gonzalez v. Hunt Enterprises, Inc.
Los Angeles County Superior Court Case No. 22STCV15057

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit ("Action") against Hunt Enterprises, Inc. ("HUNT") for alleged wage and hour violations. The Action was filed by a former HUNT employee, Arturo Gonzalez ("Plaintiff"), and seeks payment of: (1) unpaid wages, statutory penalties, and interest for a class of hourly and/or non-exempt employees ("Class Members") who worked for HUNT during the Class Period (May 18, 2018 to May 5, 2023); and (2) penalties under the California Private Attorney General Act ("PAGA") for all hourly and/or non-exempt employee who worked for HUNT during the PAGA Period (May 5, 2021 to May 5, 2023) ("Aggrieved Employees").

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

Based on HUNT's records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be \$_____ (less withholding) and your Individual PAGA Payment is estimated to be \$_____.** 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 HUNT'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 HUNT's records showing that **you worked _____ workweeks** during the Class Period and **you worked _____ workweeks** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

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

If you worked for HUNT during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement

and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against HUNT.

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

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against HUNT that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is <hr/>	<p>If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.</p> <p>You cannot opt-out of the PAGA portion of the proposed Settlement. HUNT must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).</p>
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.

You Can Participate in the _____ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by _____	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to HUNT's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former HUNT employee. The Action accuses HUNT of violating California labor laws by failing to pay overtime wages, failing to pay minimum wages, failing to provide compliant meal and rest periods, failing to pay wages due during employment and upon termination, failing to provide accurate itemized wage statements, failing to maintain required payroll records, and failing to reimburse employees for business-related expenses. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiff is represented by the following attorneys in the Action: Parker & Minne, LLP and Lawyers for Justice, PC (together, "Class Counsel.")

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

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether HUNT or Plaintiff is correct on the merits. In the meantime, Plaintiff and HUNT hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and HUNT have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, HUNT does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) HUNT has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is

in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

1. HUNT Will Pay \$775,564 as the Gross Settlement Amount (Gross Settlement). HUNT has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, HUNT will fund the Gross Settlement not more than 30 days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$271,517.40 (35% of the Gross Settlement] to Class Counsel for attorneys' fees and up to \$30,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$7,500.00 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$15,000.00 to the Administrator for services administering the Settlement.
 - D. Up to \$50,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

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

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross

Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

4. Taxes Owed on Payments to Class Members. Plaintiff and HUNT are asking the Court to approve an allocation of 15% of each Individual Class Payment to taxable wages (“Wage Portion”) and 85% to interest and penalties (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. HUNT will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

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

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

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than _____, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the _____ Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against HUNT.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against HUNT based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and HUNT have agreed that, in either case, the Settlement will be void: HUNT will not pay any money and Class Members will not release any claims against HUNT.
8. Administrator. The Court has appointed a neutral company, Phoenix Settlement Administrators (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re- mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
9. Participating Class Members’ Release. After the Judgment is final and HUNT has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against HUNT or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

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

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims rights, demands, liabilities, and causes of action alleged in the Action or that could have been alleged based on the facts alleged in the Action arising during the Class Period, including but not limited to claims under the California Labor Code, California Industrial Welfare Commission Wage Orders, regulations, and/or other provisions of law, for unpaid overtime, failure to provide rest periods and associated premium wages, failure to provide meal periods and associated premium wages, unpaid minimum wages, failure to timely pay final wages, failure to timely pay wages during employment, failure to keep requisite payroll records, and failure to reimburse business expenses, including violations under California Labor Code sections 201, 202, 203, 204, 226, 226.7, 501, 512, 1174, 1194, 1197, 1197.1, 2800 and 2802, and derivative claims for unfair or unlawful business practices under California Business & Professions Code section 17200, et seq. Except as set forth in Section 5.4 of the Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

10. Aggrieved Employees’ PAGA Release. After the Court’s judgment is final, and HUNT has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against HUNT, whether

or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against HUNT or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

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

All Participating Class Members who are Aggrieved Employees and all Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims, rights, demands, liabilities and causes of actions for civil penalties under the California Labor Code Private Attorneys General Act of 2004, Cal. Labor Code §§ 2698, et seq. arising during the PAGA Period, based on the facts and legal theories contained the PAGA Notice, including claims for civil penalties based on unpaid overtime, failure to provide rest periods and associate premium wages, failure to provide meal periods and associated premium wages, unpaid minimum wages, failure to timely pay final wages, failure to timely pay wages during employment, failure to keep requisite payroll records, and failure to reimburse business expenses, including violations under California Labor Code sections 201, 202, 203, 204, 226, 226.7, 501, 512, 1174, 1194, 1197, 1197.1, 2800 and 2802 and the Industrial Welfare Commission Orders

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$12,500.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in HUNT's records, are stated in the first page of this Notice. You have until _____ to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept HUNT's calculation of Workweeks and/or Pay Periods based on HUNT's records as accurate unless you send copies of records containing contrary

information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and HUNT's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID

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

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

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

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

7. HOW DO I OBJECT TO THE SETTLEMENT?

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

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is _____.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action ("*Gonzalez v. Hunt Enterprises*") and include your name, current address, telephone number, and approximate dates of employment for HUNT, and sign the objection. Section 9 of this Notice has the Administrator's contact information.

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at (time) in Department 7 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

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

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything HUNT and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website at _____ (url). You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to <http://www.lacourt.org/casesummary/ui/index.aspx> and entering the Case Number for the Action, Case No. 22STCV15057. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

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

Class Counsel:

PARKER & MINNE, LLP
S. Emi Minne

LAWYERS FOR JUSTICE, PC
Edwin Aiwanian

Jill J. Parker
700 South Flower Street, Suite 1000
Los Angeles, California 90017
Telephone: (310) 882-6833
Facsimile: (310) 889-0822

Arby Aiwarzian
Joanna Ghosh
Elizabeth Parker-Fawley
410 West Arden Avenue, Suite 203
Glendale, California 91023
Telephone: (818) 265-1020
Facsimile: (818) 265-1021

Settlement Administrator:
Phoenix Settlement Administrators
[Insert email address]
[Insert Mailing Address]
[Insert telephone number]
[Insert Fax number]

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

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

11. WHAT IF I CHANGE MY ADDRESS?

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

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

EXHIBIT 2

1 Edwin Aiwarzian (SBN 232943)
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Telephone: (310) 882-6833 / Fax: (310) 889-0822

13 Attorneys for Plaintiff
14 ARTURO GONZALEZ

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

17
18 ARTURO GONZALEZ, individually, and on
behalf of other members of the general public
19 similarly situated,

20 Plaintiff,

21 vs.

22 HUNT ENTERPRISES, INC., a California
corporation; and DOES 1 through 100, inclusive,

23 Defendants.
24
25
26
27
28

Case No.: 22STCV15057

*Assigned for all purposes to the Honorable
Lawrence P. Riff, Dept. 7*

**JOINT STIPULATION TO AMEND CLASS
ACTION AND PAGA SETTLEMENT
AGREEMENT**

Complaint Filed: May 5, 2022
Trial Date: Not set

1 **JOINT STIPULATION TO AMEND CLASS ACTION AND PAGA SETTLEMENT**
2 **AGREEMENT**

3 Plaintiff Arturo Gonzalez (“Plaintiff”) and Defendant Hunt Enterprises, Inc. (“Defendant”)
4 (collectively, “Parties”), by and through their respective counsel of record, HEREBY STIPULATE
5 AND AGREE to amend the Class Action and PAGA Settlement Agreement previously executed by
6 the Parties on or about May 2, 2023 (“Agreement”) as follows:

7 1. Page 7, paragraph 3.2.4.1 of the Agreement shall be replaced by the following
8 language:

9 Tax Allocation of Individual Class Payments. 15% of each Participating Class
10 Member’s Individual Class Payment will be allocated to settlement of wage claims (the
11 “Wage Portion”). The Wage Portions are subject to tax withholding and will be reported
12 on an IRS W-2 Form. The remaining 85% of each Participating Class Member’s
13 Individual Class Payment will be allocated to settlement of claims for interest and
14 penalties (the “Non-Wage Portion”). The Non-Wage Portions are not subject to wage
15 withholdings and will be reported on IRS 1099 Forms. Participating Class Members
16 assume full responsibility and liability for any employee taxes owed on their Individual
17 Class Payment.

18 **IT IS SO STIPULATED.**

19 Dated: May 9, 2023

20 **PARKER & MINNE, LLP**

21 By: _____

22 S. Emi Minne
23 Attorneys for Plaintiff Arturo Gonzalez

24 Dated: 5/9/2023

25 **SCOTT & WHITEHEAD**

26 By: _____

27 Nancy Rader Whitehead
28 Attorneys for Defendant Hunt Enterprises, Inc.

EXHIBIT 3

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

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between ~~plaintiff~~ Plaintiff Arturo Gonzalez (“Plaintiff”) and ~~Defendant XYZ~~ Hunt Enterprises, Inc. (“XYZHUNT”). The Agreement refers to Plaintiff and XYZHUNT collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against XYZHUNT captioned Arturo Gonzalez v. Hunt Enterprises, Inc., Los Angeles County Superior Court Case No. 22STCV15057 initiated on May 5, 2022, and pending in Superior Court of the State of California, County of Los Angeles.
- 1.2. “Administrator” means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employee” means ~~[e.g.,~~ a person employed by XYZHUNT in California and classified as a hourly-paid and/or non-exempt employee who worked for XYZHUNT during the PAGA Period~~].~~
- 1.5. “Class” means ~~[define class e.g.,~~ all persons employed by XYZHUNT in California and classified as hourly-paid and/or non-exempt employees who worked for XYZHUNT during the Class Period~~].~~
- 1.6. “Class Counsel” means S. Emi Minne and Jill J. Parker of Parker & Minne, LLP, and Edwin Aiwazian, Arby Aiwazian, Joanna Ghosh, and Elizabeth Parker-Fawley of Lawyers for Justice, PC.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” means the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.8. “Class Data” means Class Member identifying information in XYZHUNT’s possession including the Class Member’s name, last-known mailing address, Social Security number, ~~and~~ and number of Class Period Workweeks and PAGA Pay Periods.
- 1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a

Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English ~~[with a Spanish translation, if applicable and Spanish]~~ in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. “Class Period” means the period commencing on May 5, 2018 and ending on ~~the earlier of (a) sixty days from the date of the Mediation (i.e., May 5, 2023), or the date of Preliminary Approval.~~
- 1.13. “Class Representative” means ~~the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative~~ Plaintiff Arturo Gonzalez.
- 1.14. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.15. “Court” means the Superior Court of California, County of Los Angeles.
- 1.16. “~~XYZHUNT~~” means named Defendant _____ Hunt Enterprises, Inc.
- 1.17. “Defense Counsel” means _____ Nancy Rader Whitehead and Anita York or Scott & Whitehead.
- 1.18. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.19. “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.21. “Final Judgment” means the Judgment Entered by the Court upon Granting Final

Approval of the Settlement.

- 1.22. “Gross Settlement Amount” means Seven Hundred Seventy-Five Thousand Five Hundred Sixty-Four Dollars and Zero Cents (\$~~775,564.00~~) which is the total amount XYZHUNT agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator’s Expenses.
- 1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of ~~Workweeks~~ PAGA Pay Periods worked during the PAGA Period.
- 1.25. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.29. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for XYZHUNT for at least one day during the PAGA Period.
- 1.31. “PAGA Period” means the period from May 5, 2021 and ending on ~~the earlier of (a) sixty-day from the date of the Mediation (i.e., May 5, 2023), or the date of Preliminary Approval.~~
- 1.32. “PAGA” means the Labor Code Private Attorneys General Act of 2004, Cal. Labor Code §§ 2698, *et seq.*
- 1.33. “PAGA Notice” means Plaintiff’s March 13, 2023 letter to XYZHUNT and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

- 1.34. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount in the amount of Fifty Thousand Dollars and Zero Cents (\$50,000.00) in settlement of PAGA claims, 25% of which shall be allocated to the Aggrieved Employees (\$12,500.00) and the remaining 75% to the LWDA (\$37,500.00).
- 1.35. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.36. "Plaintiff" means Arturo Gonzalez, the named plaintiff in the Action.
- 1.37. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.
- 1.38. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.39. "Released Class Claims" means the claims being released as described in Paragraph 65.2 below.
- 1.40. "Released PAGA Claims" means the claims being released as described in Paragraph 65.2 3 below.
- 1.41. "Released Parties" means: XYZHUNT and its past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers. ~~and each of its former and present directors, officers, shareholders, owners, [members], attorneys, insurers, predecessors, successors, assigns [subsidiaries] [affiliates].~~
- 1.42. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.43. "Response Deadline" means [e.g., 60] days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may ~~:(a)-~~ fax, email, or mail Requests for Exclusion from the Settlement, ~~or (b)-~~ fax, email, or mail his or her Objections to the Settlement, or disputes over the Workweeks reported in the Class Notice. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.44. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.
- 1.45. "Workweek" means any calendar week (i.e., a week beginning on Sunday and ending on Saturday) during which a Class Member worked for XYZHUNT for at least one day, during the Class Period. ^{iv}

2. RECITALS.

2.1. On May 5, 2022, Plaintiff commenced this Action by filing a putative Class Action Complaint against HUNT alleging causes of action against XYZ for the following ten (10) causes of action: (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime Wages); (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums); (3) Violation of California Labor Code §§ 226.7 (Unpaid Rest Period Premiums); (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages); (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid); (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment); (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements); (8) Violation of California Labor Code § 1174(d) (Failure to Keep Requisite Payroll Records); (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses); and (10) Violation of California Business and Professions Code §§ 17200, et seq.

2.2. On March 13, 2023, pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to HUNT and the California Labor and Workforce Development Agency ("LWDA") by sending the PAGA Notice. Defendant agrees that the statute of limitations for Plaintiff to file a PAGA notice letter with the LWDA, is tolled from January 2020 to March 13, 2023.

2.1.2.3. The Parties have agreed to file a joint stipulation allowing Plaintiff to file a First Amended Complaint in order to add a representative cause of action for civil penalties pursuant to PAGA prior to the filing of Plaintiff's Motion for Preliminary Approval, and which shall be deemed [The Complaint is] the operative complaint in the Action (the "Operative Complaint.") [On _____, Plaintiff filed a [e.g., First Amended Complaint] alleging causes of action against XYZ for _____. The [e.g., First Amended] Complaint is the operative complaint in the Action (the "Operative Complaint.") XYZHUNT denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.

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

2.4. On _____ (type in additional dates March 6, 2023), [the Parties participated in an all-day mediation presided over by _____ Phyllis Cheng, Esq. which led to this Agreement to settle the Action on a class-wide and PAGA basis (describe alternative means of negotiation).

2.3. 2.4.2.5. Prior to mediation [mediation] [negotiating the Settlement], Plaintiff obtained, through [formal] [informal discovery] informal discovery, a sampling consisting of: (1) Plaintiff's full personnel file, including all time records and payroll records; (2) a 10%

sampling of Class Members' handwritten time records and payroll records for the period of May 2018 to July 2019; (3) a 20% sampling of Class Members' electronic time records and payroll records for the period of August 2019 to January of 2023-(documents, testimony and information obtained)-; (4) Defendant's relevant employee handbooks and policy documents that were in place during the Class Period; (5) exemplars of arbitration agreements signed by Class Members; and (6) data points regarding the total number of current and former employees, workweeks, pay periods, and average rates of pay during the Class Period and PAGA Period. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

The Court ~~has~~ ~~has not~~ has not yet granted class certification.

(insert details as needed)

2.6.

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

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9-8 below, XYZHUNT promises to pay the total sum of Seven Hundred Seventy-Five Thousand Seven Hundred Sixty-Four Dollars and Zero Cents (\$775,764.00) ~~and no more~~ as the Gross Settlement Amount ~~{and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments.}~~ XYZHUNT has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 64.3-4 of this Agreement.* The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to XYZHUNT.

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

3.2.1. To Plaintiff: Class Representative Service Payment to the Class Representative of not more than Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) ~~— (in addition to any Individual Class Payment {and any Individual PAGA-Payment})~~ the Class Representative is entitled to receive as a Participating Class Member~~}).~~ XYZHUNT will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than ~~{16 court}~~ days prior to the Final Approval Hearing. If the Court

approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

- 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more ~~than~~ than 35%, which is currently estimated to be Two Hundred Seventy-One Thousand Five Hundred Seventeen Dollars and Forty Cents (\$271,517.40) and a Class Counsel Litigation Expenses Payment of not more than Thirty Thousand Dollars and Zero Cents (\$30,000.00). XYZHUNT will not oppose requests for these payments provided that do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment no later than ~~[16 court]~~ days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds XYZHUNT harmless, and indemnifies XYZHUNT, from any dispute or controversy regarding any division or sharing of any of these Payments.
- 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$ ~~_____~~ 8,500.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$ ~~_____~~ 8,500.00, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.
- 3.2.4.1. Tax Allocation of Individual Class Payments. ~~%~~ 15% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The ~~%~~ remaining 85% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for [e.g., interest and penalties] (the "Non-Wage Portion").^{**} The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and

liability for any employee taxes owed on their Individual Class Payment.

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

- 3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$ 50,000.00 to be paid from the Gross Settlement Amount, with 75% (\$37,500.00) allocated to the LWDA PAGA Payment and 25% (\$12,500.00) allocated to the Individual PAGA Payments.

- 3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$37,500.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, XYZHUNT estimates there are 255 Class Members who collectively worked a total of 43,097 Workweeks, and 200 Aggrieved Employees who worked a total 14,691 of PAGA Pay Periods.
- 4.2. Class Data. Not later than 30 [e.g., 15] days after the Court grants Preliminary Approval of the Settlement, XYZHUNT will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. XYZHUNT has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which XYZHUNT must

send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

- 4.3. Funding of Gross Settlement Amount. ~~XYZHUNT~~ shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay ~~XYZHUNT~~'s share of payroll taxes by transmitting the funds to the Administrator no later than ~~14~~30 days after the Effective Date.
- 4.4. Payments from the Gross Settlement Amount. Within ~~14~~ days after ~~XYZHUNT~~ funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.
- 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
- 4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within ~~7~~3 business days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.
- 4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks ~~to~~ the California Controller's Unclaimed Property Fund in the name of the Class Member

thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b). ~~For to a Court approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384, subd. (b) ("Cy Pres Recipient") _____]. The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.~~

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

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

5.1 Plaintiff's Release. Plaintiff and his or her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences ~~that~~ occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiff's PAGA Notice, ~~for~~ ascertained during the Action and released under 6.25.3, below. ("Plaintiff's Release.") Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

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

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

5.2 Release by Participating Class Members Who Are Not Aggrieved Employees: Upon entry Final Judgment and funding of the Gross Settlement Amount, All Participating Class Members, on behalf of themselves and their respective former and present representatives,

agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from ~~(i) all claims rights, demands, liabilities, and causes of action alleged in the Action or that could have been alleged based on the facts alleged in the Action arising during the Class Period, including but not limited to claims under the California Labor Code, California Industrial Welfare Commission Wage Orders, regulations, and/or other provisions of law, for unpaid overtime, failure to provide rest periods and associated premium wages, failure to provide mealrest periods and associated premium wages, unpaid minimum wages, failure to timely pay final wages, failure to timely pay wages during employment, failure to keep requisite payroll records, and failure to reimburse business expenses, including violations under California Labor Code sections 201, 202, 203, 204, 226, 226.7, 501, 512, 1174, 1194, 1197, 1197.1, 2800 and 2802, and derivative claims for unfair or unlawful business practices under California Business & Professions Code section 17200, et seq all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint [and ascertained in the course of the Action] [including, e.g., “(a) any and all claims involving any alleged failure to pay minimum wage; etc.].~~ Except as set forth in Section ~~6.35.4~~ of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period

5.3 Release by Non-Participating Class Members Who Are Aggrieved Employees: All Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims, rights, demands, liabilities and causes of actions for civil penalties under the California Labor Code Private Attorneys General Act of 2004, Cal. Labor Code §§ 2698, et seq. arising during the PAGA Period, based on the facts and legal theories contained the PAGA Notice, including claims for civil penalties based on unpaid overtime, failure to provide rest periods and associate premium wages, failure to provide mealrest periods and associated premium wages, unpaid minimum wages, failure to timely pay final wages, failure to timely pay wages during employment, failure to keep requisite payroll records, and failure to reimburse business expenses, including violations under California Labor Code sections 201, 202, 203, 204, 226, 226.7, 501, 512, 1174, 1194, 1197, 1197.1, 2800 and 2802 and the Industrial Welfare Commission Orders ~~all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint[,] [and] the PAGA Notice [and ascertained in the course of the Action][including, e.g., “(a) any and all claims involving any alleged failure to pay minimum wage; etc.].~~

5.4 Release by Participating Class Members Who Are Aggrieved Employees: Upon entry Final Judgment and funding of the Gross Settlement Amount, all Participating Class Members who are Aggrieved Employees shall release the claims set forth in section 5.2, above, as well as all associated claims for PAGA penalties as set forth in section 5.3, above.

~~5.3—~~

6. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a

motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary Approvals.

- 6.1 XYZHUNT’s Declaration in Support of Preliminary Approval. Within ~~_____~~seven (7) days of the full execution of this Agreement, XYZHUNT will prepare and deliver to Class Counsel a signed Declaration from XYZHUNT and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator ~~and Cy Pres Recipient~~. In their Declarations, Defense Counsel and XYZHUNT shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
- 6.2 Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members ~~and/or the proposed Cy Pres~~; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, ~~and/or~~ the Administrator ~~and/or the proposed Cy Pres~~; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (vi) a redlined version of the parties’ Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (vii) all facts relevant to any actual or potential conflict of interest with Class Members and; the Administrator ~~and/or the Cy Pres Recipient~~. In their Declarations, Plaintiff ~~and~~ Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement. Class Counsel shall have discretion as to whether incorporate any comments from Defense Counsel into their Preliminary Approval Documents, and Defendant agrees that it will not oppose Plaintiff’s motion for preliminary approval.
- 6.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than ~~[30]~~ days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court’s Preliminary Approval to the Administrator.

- 6.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns. If the Parties are unable to resolve any dispute regarding Motion for Preliminary Approval, supporting declarations and documents, and/or modifications to this Agreement needed to obtain preliminary approval, they will submit their disputes to Phyllis Cheng, Esq. for resolution.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administrators –to serve as the Administrator and verified that, as a condition of appointment, Phoenix Settlement Administrators agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.
- 7.4 Notice to Class Members.
- 7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.
- 7.4.2 Using best efforts to perform as soon as possible, and in no event later than {14} calendar days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice {with Spanish translation, if applicable} substantially in the form attached to this Agreement as Exhibit —A—. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator

shall update Class Member addresses using the National Change of Address database.

- 7.4.3 Not later than {3} business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- 7.4.4 The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional {14} days beyond the {60} days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- 7.4.5 If the Administrator, ~~XYZHUNT~~, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than {14} days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever ~~are~~ is later.

7.5 Requests for Exclusion (Opt-Outs).

- 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than {60} days after the Administrator mails the Class Notice (plus an additional {14} days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may

demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs ~~6.25.2~~ and ~~6.35.4~~ of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph ~~6.45.3~~ of this Agreement and are eligible for an Individual PAGA Payment.

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

7.7 Objections to Settlement.

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

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than ~~{60}~~ days after the

Administrator's mailing of the Class Notice (plus an additional {14} days for Class Members whose Class Notice was re-mailed).

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

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

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

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

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

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

7.8.5 Administrator's Declaration. Not later than {14} days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the

Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

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

- 8. CLASS SIZE ESTIMATES ~~and ESCALATOR CLAUSE.~~** Based on its records, ~~XYZHUNT~~ estimates that, as of the date of this Settlement Agreement, (1) there are ~~255~~ Class Members and ~~43,097~~ Total Workweeks during the Class period and (2) there were ~~200~~ Aggrieved Employees who worked ~~14,691~~ Pay Periods during the PAGA Period. ~~***~~

- 8.1 Escalator Clause.** ~~The Gross Settlement Amount is based on Defendant's representation that the Class Members worked a total of 43,097 Workweeks during the Class Period. Should the qualifying Workweeks worked by the Class Members during the Class Period ultimately increase by more than 10% (i.e., by more than 4,310 Workweeks), Defendant shall have the option of either: (A) increasing the Gross Settlement Amount on a pro-rata basis equal to the percentage increase in the number of Workweeks worked by the Class Members above 10% (for example, if the number of Workweeks increases by 11% to 47,838 Workweeks, the Gross Settlement Amount will increase by 1%); or (B) cutting off the Class and PAGA Periods as of the date that there are 47,838 Workweeks. The Gross Settlement Amount shall automatically increase on a pro-rata basis equal to the percentage increase in the number of Workweeks worked by the Class Members above 10%. For example, if the number of Workweeks increases by 11% to 47,838 Workweeks, the Gross Settlement Amount will increase by 1% to \$1,610,950.00.~~

8.

- 9. ~~XYZHUNT~~'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds ~~10%~~ of the total of all Class Members, ~~XYZHUNT~~ may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if ~~XYZHUNT~~ withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, ~~XYZHUNT~~ will remain responsible for paying all

Settlement Administration Expenses incurred to that point. XYZHUNT must notify Class Counsel and the Court of its election to withdraw not later than ~~seven (7)~~ days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

- 10. MOTION FOR FINAL APPROVAL.** Not later than ~~16~~ court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (1), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiff shall provide drafts of these documents to Defense Counsel not later than ~~seven~~ 3 business -days prior to filing the Motion for Final Approval. Class Counsel shall have discretion as to whether incorporate any comments from Defense Counsel into their Final Approval documents, and Defendant agrees that it will not oppose Plaintiff’s motion for preliminary approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

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

- 10.2 Duty to Cooperate.** If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph. If the Parties are unable to resolve any dispute regarding modifications to this Agreement needed to obtain Final Approval, they will submit their disputes to Phyllis Cheng, Esq. for resolution.

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

- 10.4 Waiver of Right to Appeal.** Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The

waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

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

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

12. ADDITIONAL PROVISIONS.

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

12.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, XYZHUNT and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement

confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, ~~XYZHUNT~~ and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that “the matter was resolved,” or words to that effect. This paragraph does not restrict Class Counsel’s communications with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.

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

12.4 Neutral Employment Reference. Defendant agrees that it will adopt a neutral reporting policy regarding any future employment references related to Plaintiff. In the event that any potential or future employers of Plaintiff request a reference regarding Defendants’ employment of Plaintiff, Defendant shall only provide ~~the requested Plaintiff’s dates of employment, and job titles during employment, and final rate of pay.~~ Defendant shall not refer to the Action or the Settlement. Verbal inquiries should be directed to Brenda Nowotka, or other Vice-President of Human Resources, at which point only the following will be disclosed to prospective employers: (i) periods of employment; (ii) last position held; and (iii) if asked whether Plaintiff is eligible for rehire or any other information. Defendant will only say that such information is not provided per company policy

12.4 **12.5** Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

12.5 **12.6** Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and ~~XYZHUNT~~, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

12.6 **12.7** Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to

implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

~~12.7~~12.8 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

~~12.8~~12.9 No Tax Advice. Neither Plaintiff, Class Counsel, ~~XYZHUNT~~ nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

~~12.10~~Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

~~12.9~~12.11 Enforcement Action. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

~~12.10~~12.12 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

~~12.11~~12.13 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

~~12.12~~12.14 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

~~12.13~~12.15 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

~~12.16~~Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by ~~XYZHUNT~~ in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic

versions of Class Data received from XYZHUNT unless, prior to the Court's discharge of the Administrator's obligation, XYZHUNT makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.

~~12.14—~~

~~12.15~~12.17 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

~~12.16~~12.18 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

~~12.17~~12.19 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

<u>S. Emi Minne (emi@parkerminne.com)</u>	<u>Edwin Aiwarzian (edwin@calljustice.com)</u>
<u>Jill J. (jill@parkerminne.com)</u>	<u>Arby Aiwarzian (arby@calljustice.com)</u>
<u>PARKER & MINNE, LLP</u>	<u>Joanna Ghosh (joanna@calljustice.com)</u>
<u>700 S. Flower Street, Suite 1000</u>	<u>Elizabeth Parker-Fawley</u>
<u>Los Angeles, California 90017</u>	<u>(elizabeth@calljustice.com)</u>
<u>Telephone: (310) 882-6833</u>	<u>LAWYERS FOR JUSTICE, PC</u>
<u>Fax: (310) 889-0822</u>	<u>410 West Arden Avenue, Suite 203</u>
	<u>Glendale, California 91023</u>
	<u>Telephone: (818) 265-1020</u>
	<u>Fax: (818) 265-1021</u>

To ~~XYZ~~HUNT:

Nancy Rader Whitehead (Nwhitehead@employerlaw.com)
Anita York (Anita@employerlaw.com)
SCOTT & WHITEHEAD
Ashley Morales (Amorales@employerlaw.com)
4675 MacArthur Court, Suite 1240
Newport Beach, California 92660
Telephone: (949) 222-0166
Fax: (949) 222-0113

~~12.18~~12.20 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

~~12.19~~12.21 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 commencing from- March 6, 2022 for the entire period of this settlement process.

APPROVED AS TO CONTENT:

Dated: _____ By: _____
Plaintiff Arturo Gonzalez

Dated: _____ By: _____
Name: _____
Title: _____
For Defendant Hunt Enterprises, Inc.

APPROVED AS TO FORM:

Dated: _____ PARKER & MINNE, LLP

By: _____
S. Emi Minne
Attorneys for Plaintiff Arturo Gonzalez

Dated: SCOTT & WHITEHEAD

By: Nancy Rader Whitehead
Attorneys for Defendant
Hunt Enterprises, Inc. For
Plaintiff For XYZ

Counsel For Plaintiff Counsel
For XYZ

ⁱ ~~This Model Class Action and PAGA Settlement Agreement has been approved by the Court, the Complex litigation judges, and a 2022 Ad Hoc Wage and Hour Committee co-chaired by Judge David Cunningham and Judge Amy Hogue and comprised of 16 attorneys who regularly represent plaintiffs and defendants in wage and hour case. It is written for settlements of single plaintiff wage and hour actions asserting class claims and PAGA claims against a single employer (XYZ). The parties will need to revise this form if there are multiple plaintiffs or multiple defendants. For settlements of wage and hour class actions that do not include PAGA claims, please use the Model Class Action Settlement Agreement and Class Notice. THE COURT ASKS ALL COUNSEL USING THIS MODEL AGREEMENT TO ATTACH A REDLINED VERSION TO THEIR MOTIONS FOR APPROVAL SO THAT THE COURT CAN EASILY SEE EXACTLY HOW THE PARTIES HAVE MODIFIED THIS MODEL AGREEMENT.~~

ⁱⁱ ~~Whether the “date of preliminary approval” yields a fair and adequate payment to Class Members may depend on whether the Class Members, in exchange for their releases of claims, receive consideration for time worked between the date when parties reached a settlement and the date of preliminary approval. The Parties’ *Kullar* analysis must give the Court sufficient information to allow the Court to determine whether the Gross Settlement Amount “represents a reasonable compromise, given the magnitude and apparent merit of the claims being released, discounted by the risks and expenses of attempting to establish and collect on those claims by pursuing the litigation.” (*Luckey v. Superior Court* (2014) 228 Cal.App.4th 81, 94-95, internal quotation marks omitted.)~~

ⁱⁱⁱ ~~See endnote ii above.~~

^{iv} ~~The Parties may need to tailor this language to pay periods or shifts depending on the facts of the case.~~

~~^v The Parties are free to negotiate a payment plan structure, if appropriate, and payment deadlines may fall earlier as necessary thereto.~~

~~^{vi} Note that this is not the only possible appropriate breakdown depending on the claims at issue in the case (e.g. a settlement that is solely a Labor Code Section 226(a) claim.)~~

~~^{vii} Insert negotiated terms, if any, addressing the possibility that XYZ's estimates of class size, Workweeks or Pay Periods turn out to be understated such as an ADR clause imposing a duty to engage in good faith negotiations or mediation or an "escalator" clause memorializing XYZ's promise to increase the Gross Settlement Amount in an agreed upon proportion to the percentage by which the calculated class size, Workweeks, or Pay Periods exceeds XYZ's estimates.~~

~~^{viii} Releases in Notice should track the releases in the Settlement Agreement.~~

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

~~(case name and number)~~ Arturo Gonzalez v. Hunt Enterprises, Inc.
Los Angeles County Superior Court Case No. 22STCV15057

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Hunt Enterprises, Inc. (~~abbreviate name; “XYZ” is used herein as a placeholder~~ “HUNT”) for alleged wage and hour violations. The Action was filed by a ~~[a]~~ former XYZHUNT employee, Arturo Gonzalez (“Plaintiff”), and seeks payment of: (1) ~~back-unpaid wages, statutory penalties, and interest [and other relief]~~ for a class of ~~[e.g., hourly]~~ hourly and/or non-exempt employees (“Class Members”) who worked for XYZHUNT during the Class Period (May 18, 2018 to May 5, 2023); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all hourly and/or non-exempt ~~[e.g., hourly]~~ employees who worked for XYZHUNT during the PAGA Period (May 5, 2021 to May 5, 2023) (“Aggrieved Employees”).

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

Based on XYZHUNT’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ _ (less withholding) and your Individual PAGA Payment is estimated to be \$ _____**. 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 XYZHUNT’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 XYZHUNT’s records showing that **you worked _ workweeks** during the Class Period and **you worked _____ workweeks** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

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

If you worked for XYZHUNT during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

(1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against XYZHUNT.

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

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against <u>XYZHUNT</u> that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is _____	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. <u>XYZHUNT</u> must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by _____	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.

You Can Participate in the _____ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by _____	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to <u>XYZHUNT</u> 's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a ~~[a]~~ ~~[former]~~ XYZHUNT employee. The Action accuses XYZHUNT of violating California labor laws by failing to pay ~~[e.g., overtime wages, failing to pay minimum wages, failing to provide compliant meal and rest periods, failing to pay wages due during employment and upon termination, failing to provide accurate itemized wage statements, failing to maintain required payroll records, and failing to reimburse employees for business-related expenses and reimbursable expenses]~~ and failing to provide ~~[e.g., meal periods, rest breaks and accurate itemized wage statements]~~. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiff is represented by the following attorneys in the Action: Parker & Minne, LLP and Lawyers for Justice, PC _____ (together, "Class Counsel.")

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

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether XYZHUNT or Plaintiff is correct on the merits. In the meantime, Plaintiff and XYZHUNT hired an experienced, neutral mediator ~~an experienced, neutral mediator~~ ~~a retired judge~~ ~~(describe alternative means of negotiation)~~ in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and XYZHUNT have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, XYZHUNT does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) XYZHUNT has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

1. XYZHUNT Will Pay \$775,564 as the Gross Settlement Amount (Gross Settlement).
XYZHUNT has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, XYZHUNT will fund the Gross Settlement not more than 30[14] days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$271,517.40 — (35 — % of the Gross Settlement] to Class Counsel for attorneys' fees and up to \$30,000.00 — for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$7,500.00 — as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$ — 15,000.00 to the Administrator for services administering the Settlement.
 - D. Up to \$50,000.00 — for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

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

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross

Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

4. Taxes Owed on Payments to Class Members. Plaintiff and ~~XYZHUNT~~ are asking the Court to approve an allocation of 15% _____ of each Individual Class Payment to taxable wages (“Wage Portion”) and ~~85%~~ to interest and penalties~~[e.g., interest, etc.]~~ (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. ~~[Option 1: (XYZHUNT will separately pay employer payroll taxes it owes on the Wage~~
~~Portion.)]~~ The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the
4. Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.
~~☐ will be deposited with the California Controller's Unclaimed Property Fund in your name.~~
~~☐ will irrevocably lost to you because they will be paid to a non-profit organization or foundation (“Cy Pres”).~~

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

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than _____, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the _____ Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against ~~XYZHUNT~~.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA

claims against XYZHUNT based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and XYZHUNT have agreed that, in either case, the Settlement will be void: XYZHUNT will not pay any money and Class Members will not release any claims against XYZHUNT.
8. Administrator. The Court has appointed a neutral company, Phoenix Settlement Administrators (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re- mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
9. Participating Class Members’ Release. After the Judgment is final and XYZHUNT has fully funded the Gross Settlement ~~{Option 1: (and separately paid all employer payroll taxes)}~~, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against XYZHUNT or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

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

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims rights, demands, liabilities, and causes of action alleged in the Action or that could have been alleged based on the facts alleged in the Action arising during the Class Period, including but not limited to claims under the California Labor Code, California Industrial Welfare Commission Wage Orders, regulations, and/or other provisions of law, for unpaid overtime, failure to provide rest periods and associated premium wages, failure to provide meal periods and associated premium wages, unpaid minimum wages, failure to timely pay final wages, failure to timely pay wages during employment, failure to keep requisite payroll records, and failure to reimburse business expenses, including violations under California Labor Code sections 201, 202, 203, 204, 226, 226.7, 501, 512, 1174, 1194, 1197, 1197.1, 2800 and 2802, and derivative claims for unfair or unlawful business practices under California Business & Professions Code section 17200, et seq. Except as set forth in Section 5.4 of the Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.
~~All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims~~

~~that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint [and ascertained in the course of the Action] [including, e.g., “(a) any and all claims involving any alleged failure to pay minimum wage; etc.]. Except as set forth in Section 6.3 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.”^{viii}.~~

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

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

All Participating Class Members who are Aggrieved Employees and all Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims, rights, demands, liabilities and causes of actions for civil penalties under the California Labor Code Private Attorneys General Act of 2004, Cal. Labor Code §§ 2698, et seq. arising during the PAGA Period, based on the facts and legal theories contained the PAGA Notice, including claims for civil penalties based on unpaid overtime, failure to provide rest periods and associate premium wages, failure to provide meal periods and associated premium wages, unpaid minimum wages, failure to timely pay final wages, failure to timely pay wages during employment, failure to keep requisite payroll records, and failure to reimburse business expenses, including violations under California Labor Code sections 201, 202, 203, 204, 226, 226.7, 501, 512, 1174, 1194, 1197, 1197.1, 2800 and 2802 and the Industrial Welfare Commission Orders

~~All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint[,] [and] the PAGA Notice [and ascertained in the course of the Action] [including, e.g., (a) any and all claims involving any alleged failure to pay minimum wage; etc.].~~

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$12,500.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in XYZHUNT's records, are stated in the first page of this Notice. You have until _____ to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept XYZHUNT's calculation of Workweeks and/or Pay Periods based on XYZHUNT's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and XYZHUNT's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID

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

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

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

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you

based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as Gonzalez v. Hunt Enterprises, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by _____, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

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

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is _____.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action ("Gonzalez v. Hunt Enterprises")_____ and include your name, current address, telephone number, and approximate dates of employment for [XYZHUNT], and sign the objection. Section 9 of this Notice has the Administrator's contact information.

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at (time) _____ in Department [7] of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most

current information.

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

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything ~~XYZHUNT~~ and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Administrator_____ (specify entity)_____'s website at _____ (url) _____. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to <http://www.lacourt.org/casesummary/ui/index.aspx> (~~<http://www.lacourt.org/casesummary/ui/index.aspx>~~) and entering the Case Number for the Action, Case No. 22STCV15057_____. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

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

Class Counsel:

PARKER & MINNE, LLP

S. Emi Minne

Jill J. Parker

700 South Flower Street, Suite 1000

Los Angeles, California 90017

Telephone: (310) 882-6833

Facsimile: (310) 889-0822

LAWYERS FOR JUSTICE, PC

Edwin Aiwarzian

Arby Aiwarzian

Joanna Ghosh

Elizabeth Parker-Fawley

410 West Arden Avenue, Suite 203

Glendale, California 91023

Telephone: (818) 265-1020

Facsimile: (818) 265-1021

~~Name of Attorney:-~~

~~Email Address:-~~

~~Name of Firm:-~~

~~Mailing Address:-~~

~~Telephone:-~~

Settlement Administrator:

Phoenix Settlement Administrators~~Name of Company:-~~

[Insert email address]

[Insert Mailing Address]

[Insert telephone number]

[Insert Fax number]

~~Email Address:-~~

~~Mailing Address:-~~

~~Telephone:-~~

~~Fax Number:-~~

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

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

☐ ~~you should consult the Unclaimed Property Fund _____ for instructions on how to retrieve the funds~~

☐ ~~you will have no way to recover the money.~~

11. WHAT IF I CHANGE MY ADDRESS?

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

~~ⁱThis Model Class Action and PAGA Settlement Agreement has been approved by the Court, the Complex litigation judges, and a 2022 Ad Hoc Wage and Hour Committee co-chaired by Judge David Cunningham and Judge Amy Hogue and comprised of 16 attorneys who regularly represent plaintiffs and defendants in wage and hour case. It is written for settlements of single plaintiff wage and hour actions asserting class claims and PAGA claims against a single employer (XYZ). The parties will need to revise this form if there are multiple plaintiffs or multiple defendants. For settlements of wage and hour class actions that do not include PAGA claims, please use the Model Class Action Settlement Agreement and Class Notice. THE COURT ASKS ALL COUNSEL USING THIS MODEL AGREEMENT TO ATTACH A REDLINED VERSION TO THEIR MOTIONS FOR APPROVAL SO THAT THE COURT CAN EASILY SEE EXACTLY HOW THE PARTIES HAVE MODIFIED THIS MODEL AGREEMENT.~~

~~ⁱⁱWhether the “date of preliminary approval” yields a fair and adequate payment to Class Members may depend on whether the Class Members, in exchange for their releases of claims, receive consideration for time worked between the date when parties reached a settlement and the date of preliminary approval. The Parties’ *Kullar* analysis must give the Court sufficient information to allow the Court to determine whether the Gross Settlement Amount “represents a reasonable compromise, given the magnitude and apparent merit of the claims being released, discounted by the risks and expenses of attempting to establish and collect on those claims by pursuing the litigation.” (*Luckey v. Superior Court* (2014) 228 Cal.App.4th 81, 94–95, internal quotation marks omitted.)~~

~~ⁱⁱⁱSee endnote ii above.~~

~~^{iv}The Parties may need to tailor this language to pay periods or shifts depending on the facts of the case.~~

~~^vThe Parties are free to negotiate a payment plan structure, if appropriate, and payment deadlines may fall earlier as necessary thereto.~~

~~^{vi}Note that this is not the only possible appropriate breakdown depending on the claims at issue in the case (e.g. a settlement that is solely a Labor Code Section 226(a) claim.)~~

~~^{vii}Insert negotiated terms, if any, addressing the possibility that XYZ’s estimates of class size, Workweeks or Pay Periods turn out to be understated such as an ADR clause imposing a duty to~~

~~engage in good faith negotiations or mediation or an “escalator” clause memorializing XYZ’s promise to increase the Gross Settlement Amount in an agreed upon proportion to the percentage by which the calculated class size, Workweeks, or Pay Periods exceeds XYZ’s estimates.~~
~~viii Releases in Notice should track the releases in the Settlement Agreement.~~

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

EXHIBIT 4



CASE ASSUMPTIONS

Class Members	300
Opt Out Rate	1%
Opt Outs Received	3
Total Class Claimants	297
Subtotal Admin Only	\$8,500.00

Not-to-Exceed Total \$8,500.00

For 300 Members

Pricing Good for Scope of Estimate Only

March 27, 2023

Case: Gonzalez v. Hunt Enterprises Opt-Out Admin wTranslation

Phoenix Contact: Jodey Lawrence

Contact Number: 949.566.1455

Email: Jodey@phoenixclassaction.com

Requesting Attorney: S. Emi Minne

Firm: Parker & Minne, LLP

Contact Number: (310) 882-6833

Email: emi@parkerminne.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PSA will need to adjust this Estimate accordingly. Estimate is based on **300** Class Members. PSA assumes class data will be sent in Microsoft Excel or other usable format with no or reasonable additional formatting needed. A rate of \$150 per hour will be charged for any additional analysis or programming.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$100.00	2	\$200.00
Programming Database & Setup	\$100.00	2	\$200.00
Toll Free Setup*	\$132.42	1	\$132.42
Call Center & Long Distance	\$2.00	16	\$32.00
NCOA (USPS)	\$125.00	1	\$125.00
Total			\$689.42

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage / Spanish Translation / Reporting

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$100.00	2	\$200.00
Data Merge & Duplication Scrub	\$1.00	300	\$300.00
Notice Packet & Opt-Out Form	\$2.00	300	\$600.00
Estimated Postage (up to 2 oz.)*	\$0.84	300	\$252.00
Static Website	\$200.00	1	\$200.00
Language Translatiomn	\$850.00	1	\$850.00
Total			\$2,402.00

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$55.00	2	\$110.00
Skip Tracing Undeliverables	\$1.50	60	\$90.00
Remail Notice Packets	\$2.00	60	\$120.00
Estimated Postage	\$0.84	60	\$50.40
Programming Undeliverables	\$50.00	2	\$100.00
Total			\$470.40

Database Programming / Processing Opt-Outs, Deficiencies or Disputes			
Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$100.00	2	\$200.00
Non Opt-Out Processing	\$125.00	1	\$125.00
Case Associate	\$55.00	2	\$110.00
Opt-Outs/Deficiency/Dispute Letters	\$10.00	3	\$30.00
Case Manager	\$85.00	3	\$255.00
Total			\$720.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$125.00	2	\$250.00
Disbursement Review	\$125.00	2	\$250.00
Programming Manager	\$95.00	3	\$285.00
QSF Bank Account & EIN	\$100.00	2	\$200.00
Check Run Setup & Printing	\$125.00	2	\$250.00
Mail Class Checks *	\$2.00	297	\$594.00
Estimated Postage	\$0.64	297	\$190.08
Total			\$2,019.08

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$125.00	2	\$250.00
Remail Undeliverable Checks (Postage Included)	\$1.50	59	\$89.10
Case Associate	\$55.00	3	\$165.00
Reconcile Uncashed Checks	\$100.00	2	\$200.00
Conclusion Reports	\$100.00	2	\$200.00
Case Manager Conclusion	\$85.00	2	\$170.00
Final Reporting & Declarations	\$100.00	2	\$200.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting Included)	\$925.00	1	\$925.00
Total			\$2,199.10

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

Estimate Total: \$8,500.00



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality. Additional class members are \$10.00 per opt-out.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.
2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.
3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.
4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.
5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.

EXHIBIT 5

CASE NAME: GONZALEZ v HUNT ENTERPRISES

Date: March 13, 2023

Requesting Attorney: Emi Minne

Plaintiff or Defense: Plaintiff

Firm Name: Parker & Minne, LLP

Telephone: (310) 882-6833

Email: emi@parkerminne.com

All-In Settlement

Class/PAGA Size: 300

Opt-Out Rate: 1.5%

No. of Checks Issued: 296

Postage Total: \$475.10

Grand Total: \$14,955.78

Flat Fee: \$10,000.00

NOT TO EXCEED: \$15,000.00

SUMMARY OF SERVICES: STATIC WEBSITE / SPANISH TRANSLATION / 1.5% OPT-OUT RATE / DIRECT MAIL NOTICE / PROCESS RETURNED UNDELIVERABLE MAIL / OPT-OUT AND DISPUTE PROCESSING / IVR AND FAX SUPPORT / DEDICATED CASE EMAIL ADDRESS / CALCULATIONS / MICR CHECK / REMINDER POSTCARD / WEEKLY AND FINAL REPORTING / DECLARATION / ESCHER TO THE SCO

The services and numbers reflected herein are an estimate provided by counsel. If the actual services and number are different, our cost estimate will change accordingly.

The attached Terms and Conditions are included as part of our cost proposal. By accepting our costs proposal for this matter, you are thereby agreeing to the Terms and Conditions.

CASE SETUP

Upon Intake of the Data, CPT will Scrub all Records to a Useable Format to Reduce Duplicates, Anomalies and Increase the Success Rate of Deliverability of the Class Notice. Class Members will be Assigned a Unique Mailing ID which will be Used Throughout Administration. All Pertinent Documents will be Posted on a Case Specific Website. The Notice Packet will be Translated into Spanish.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Manager: Case Intake & Review	\$95.00	3	\$285.00
Programming: Data Base Setup	\$150.00	3	\$450.00
Static Website	\$500.00	1	\$500.00
Spanish Translation	\$1,200.00	1	\$1,200.00
TOTAL			\$2,435.00

DIRECT MAIL NOTICE

To Ensure Mailing to the Most Current Address Possible, CPT will Perform an Address Update via NCOA. CPT will Mail a Full-Length Notice & 1-Page Exclusion Form in English and Spanish.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Manager: Format Documents	\$95.00	2	\$190.00
National Change of Address Search (NCOA)	\$135.00	1	\$135.00
Print & Mail Notice Packets	\$1.00	300	\$300.00
First-Class Postage (up to 2 oz.)*	\$0.81	300	\$243.00
TOTAL			\$868.00

*Postage costs are subject to change at anytime. The final rate will be determined at the time of mailing.

PROCESS RETURNED UNDELIVERABLE MAIL

Based On CPT's Historical Data, 6% of the Notices will be Returned Undeliverable. Upon Receipt, CPT will Perform a Skip Trace in an Attempt to Obtain a Current Address; Thus, 91% of the Notice Packets are Remailled.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Clerical Staff	\$60.00	1	\$60.00
Update Undeliverable Mail Database	\$0.50	18	\$9.00
Skip Trace for Best Address	\$1.00	15	\$15.00
Print & Remail Notice Packets	\$1.00	14	\$14.00
First-Class Postage (up to 2 oz.)	\$0.81	14	\$11.34
TOTAL			\$109.34

OPT-OUT PROCESSING

CPT will Process and Validate all Opt-Outs and Other Responses from Class Members. Deficient Opt-Outs will Receive a Deficiency Notice by Mail and Provide an Opportunity to Cure. CPT will Scrub the Filed Opt-Outs to Eliminate Duplicates, Fraudulent, and Otherwise Invalid.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: De-duplication/Scrubbing	\$150.00	1	\$150.00
Project Manager: Validate Opt-Out Requests	\$95.00	1	\$95.00
Clerical Staff	\$60.00	1	\$60.00
Opt-Out & Change of Address Processing	\$2.00	5	\$9.00
Print & Mail Deficiency/Dispute Notices	\$1.50	1	\$1.50
First-Class Postage (up to 1 oz.)	\$0.60	1	\$0.60
Review & Process Deficiency Responses	\$10.00	1	\$10.00
TOTAL			\$326.10

CLASS MEMBER SUPPORT SERVICES

CPT will Maintain a Toll-Free Phone Number with IVR Capabilities and Live Class Member Support Representatives During Normal Business Hours, Monday-Friday, 9:00 AM - 5:30 PM, PT. The Dedicated Case Phone Number and Email Inbox will Remain Active Up to 120 Days After Disbursement. Fax Number will be Included.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Toll-Free Number Establish/Setup	\$150.00	2	\$300.00
Class Member Support Representatives	\$3.00	60	\$180.00
Dedicated Case Email Address	\$150.00	2	\$300.00
Fax Number	Included	1	Included
TOTAL			\$780.00

SSN VERIFICATION

Verify SSN for Validity with IRS / IRS Backup Withholdings

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: SSN Selection	\$150.00	1	\$150.00
Department Manager: Analysis & Reporting	\$95.00	3	\$285.00
IRS SSN Verification	\$0.10	296	\$29.55
TOTAL			\$464.55

DISTRIBUTION SERVICES

CPT will Establish and Manage the Qualified Settlement Fund (QSF) for up to One Year After Disbursement. Upon Approval, CPT will Perform all Necessary Calculations and Disburse Funds. CPT will Mail an 8.5"x11" MICR Check to Valid Class Members. CPT Uses a Payee Positive Pay System to Reconcile Checks Cashied and Conducts Monthly Account Reconciliations for the QSF.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: Calculation Totals	\$150.00	3	\$450.00
Project Supervisor: Review of Distribution	\$150.00	3	\$450.00
Project Manager: Correspondence w/Parties	\$95.00	2	\$190.00
Programming: Setup & Printing of Checks	\$150.00	3	\$450.00
Obtain EIN, Setup QSF/Bank Account	\$150.00	3	\$450.00
Print & Mail Notice, Checks & W2/1099	\$2.50	296	\$738.75
First-Class Postage (up to 1 oz.)*	\$0.60	296	\$177.30
Reminder Postcard	\$0.40	236	\$94.56
Postage for Reminder Postcard	\$0.44	236	\$104.02
TOTAL			\$3,104.63

*Postage costs are subject to change at anytime. The final rate will be determined at the time of mailing.

POST-DISTRIBUTION & TAX REPORTING

Any Check Returned Undeliverable is Skip Traced to Locate a Current Address and Remaild Accordingly. CPT will Process Requests for Check Reissues Continuously. CPT Prepares Annual Tax Reporting on Behalf of the QSF and Federal and State Taxes in Accordance with Current State and Federal Regulations. Upon the Conclusion of the Settlement, a Final Report and Declaration will be Provided to all Parties.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Supervisor: Account Reconciliation	\$150.00	10	\$1,500.00
Update Undeliverable Checks Database	\$0.50	24	\$12.00
Skip Trace for Best Address	\$1.00	24	\$24.00
Remail Undeliverable Checks	\$2.50	22	\$55.00
First-Class Postage (up to 1 oz.)	\$0.60	22	\$13.20
Re-Issue Checks as Required	\$5.00	15	\$75.00
First-Class Postage (up to 1 oz.)	\$0.60	15	\$9.00
Project Supervisor: Reconcile Uncashed Chk	\$150.00	1	\$150.00
Programming: Weekly & Final Reports	\$150.00	2	\$300.00
Project Supervisor: Final Declaration	\$150.00	2	\$300.00
Project Manager: Account Files Sent to Atty	\$95.00	2	\$190.00
CA Tax Preparation*	\$600.00	1	\$600.00
Annual Tax Reporting to IRS*	\$1,000.00	1	\$1,000.00
QSF Annual Tax Reporting	\$500.00	1	\$500.00
TOTAL			\$4,728.20

*CPT will file Federal and California taxes in accordance to current state and federal regulations. Additional charges will apply if the Settlement/Order/parties require(s) multiple state tax filings.

SCO ESCHEATMENT PROCESSING

Escheatment Processing to the State Controller Unclaimed Property Division / Uncashed Check Rate 21%			
ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
UPEnterprise Reporting Services	\$0.15	62	\$9.30
Project Manager: SCO Fall Reporting	\$95.00	2	\$190.00
Project Supervisor: Review of SCO Reports	\$150.00	1	\$150.00
Certified Mail Report to SCO	\$8.53	1	\$8.53
Check Reissues for Winter/Spring QTR	\$5.00	6	\$30.00
First-Class Postage (up to 1 oz.)	\$0.60	6	\$3.60
Project Supervisor: June Remittance	\$150.00	1	\$150.00
Project Manager: June Remittance	\$95.00	2	\$190.00
Certified Mail Report to SCO	\$8.53	1	\$8.53
Add'l Account Recons	\$150.00	6	\$900.00
Add'l QSF Annual Tax Reporting	\$500.00	1	\$500.00
TOTAL			\$2,139.96

GRAND TOTAL **\$14,955.78**

TERMS AND CONDITIONS

These Terms and Conditions are made a part of, and incorporated by reference into, any cost proposal or Bid presented by CPT Group, Inc. to Client

1. Definitions.

- a) **"Affiliate"** means a party that partially (at least 50%) or fully controls, is partially or fully controlled by, or is under partial (at least 50%) or full common control with another party.
 - b) **"Approved Bank"** means a financial institution insured by the Federal Deposit Insurance Corporation with capital exceeding \$1 billion.
 - c) **"Case"** means the particular judicial matter identified by the name of plaintiff(s) and defendant(s) on the applicable Order.
 - d) **"Claims Administrator"** means CPT Group, Inc., a reputable third-party Claims Administrator selected by all the Parties (Plaintiff and Defense Counsel) to administer the Settlement or Notification Mailing.
 - e) **"Client"** means collectively Plaintiff Counsel and Defense Counsel.
 - f) **"Client Content"** means all Class Member written document communications relating to the Case, including claim forms, opt-out forms, and objections, which contain Client Data.
 - g) **"Client Data"** means proprietary or personal data regarding Client or any of its Class Members under this Agreement, as provided by Client.
 - h) **"Class Member"** means an individual who is eligible under the Settlement Agreement to receive a designated amount of the Settlement, including the named Plaintiff(s) in the Case and all other putative persons so designated or addressed therein.
 - i) **"Confidential Information"** means any non-public information of CPT or Client disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects, or to which the other party may have access, which a reasonable person would consider confidential and/or which is marked "confidential" or "proprietary" or some similar designation by the disclosing party. Confidential Information shall also include the terms of this Agreement, except where this Agreement specifically provides for disclosure of certain items. Confidential Information shall not, however, include the existence of the Agreement or any information which the recipient can establish: (i) was or has become generally known or available or is part of the public domain without direct or indirect fault, action, or omission of the recipient; (ii) was known by the recipient prior to the time of disclosure, according to the recipient's prior written documentation; (iii) was received by the recipient from a source other than the discloser, rightfully having possession of and the right to disclose such information; or (iv) was independently developed by the recipient, where such independent development has been documented by the recipient.
 - j) **"Court Order"** means a legal command or direction issued by a court, judicial office, or applicable administrative body requiring one or more parties to the Case to carry out a legal obligation pursuant to the Case.
 - k) **"Defendant"** means the named party and/or parties in the Case against whom action is brought.
 - l) **"Defense Counsel"** means the attorney of record for the defendant(s) in the Case.
 - m) **"Intellectual Property Right"** means any patent, copyright, trade or service mark, trade dress, trade name, database right, goodwill, logo, trade secret right, or any other intellectual property right or proprietary information right, in each case whether registered or unregistered, and whether arising in any jurisdiction, including without limitation all rights of registrations, applications, and renewals thereof and causes of action for infringement or misappropriation related to any of the foregoing.
 - n) **"Order"** means a Product purchase in a schedule, statement of work, addendum, exhibit, or amendment signed by Client and CPT.
 - o) **"Parties"** shall mean collectively Defendants, Defense and Plaintiff as defined in the Settlement Agreement or Court Order.
 - p) **"Plaintiff"** means the named party and/or parties in the Case who are bringing the action.
 - q) **"Plaintiff Counsel"** means the attorney of record for plaintiff Class Members in the Case.
 - r) **"Products"** means any and all CPT Services, and work products resulting from Services.
 - s) **"Qualified Settlement Fund"** means the entity as defined by Treasury Regulation section 4686-1 under which a bank account is established to receive settlement funds from the Defendant in the Case, which such funds are then disbursed by CPT according to the Settlement Agreement and pursuant to Court Order.
 - t) **"Service"** means any service rendered by CPT specifically to Client, including, but not limited to: (i) notifications to Class Members; (ii) setting up a Qualified Settlement Fund with a financial institution; (iii) management of disbursement of funds from the Qualified Settlement Fund to applicable parties pursuant to the Settlement Agreement; (iv) provision of customer support relating to the Case; (v) management of Case claim forms and correspondence; and/or (vi) any administrative or consulting service.
 - u) **"Software"** means any and all of CPT's proprietary applications, including, without limitation, all updates, revisions, bug-fixes, upgrades, and enhancements thereto.
 - v) **"Settlement"** means the total dollar amount agreed to between parties to the Case, as negotiated by Plaintiff Counsel and Defense Counsel, to resolve the Case to mutual satisfaction.
 - w) **"Settlement Agreement"** means the contract between parties to the Case to resolve the same, which specifies amounts to be disbursed from the Qualified Settlement Fund to attorneys, CPT, and individual Class Members.
 - x) **"Term"** means the term of the Agreement, as set forth in the Order.
 - y) **"Transmission Methods"** means the secure authorized manner to send Client Data and/or Wire Information as specified on a schedule or Order hereto.
 - z) **"Wire Information"** means instructions for (i) Defense Counsel to transfer funds from Defendant to the Qualified Settlement Fund or (ii) CPT to transfer funds from the Qualified Settlement Fund to applicable parties pursuant to the Settlement Agreement.
2. Client Obligations. Client will ensure that it has obtained all necessary consents and approvals for CPT to access Client Data for the purposes permitted under this Agreement and shall only transmit Client Data and/or Wire Instructions to CPT via the Transmission Methods. Client shall use and maintain appropriate administrative, technical, and physical safeguards designed to protect Client Data provided under this Agreement. Client shall not send, or attempt to send, Client Data and/or Wire Instructions via email, facsimile, unprotected spreadsheet, USB flash drive or other external or removable storage device, cloud storage provider, or any other method not specified in the Transmission Methods. Notwithstanding the foregoing, Client acknowledges and understands that the electronic transmission of information cannot be guaranteed to be secure or error free, and such information could be intercepted, corrupted, lost, and/or destroyed. Client further warrants that any Client Data and/or Wire Instructions it transmits shall be free of viruses, worms, Trojan horses, or other harmful or disabling codes which could adversely affect the Client Data and/or CPT. If Client is in breach of this section, CPT may suspend Services, in addition to any other rights and remedies CPT may have at law or in equity.
3. Security. The Parties and CPT shall each use reasonable administrative, technical, and physical safeguards that are reasonably designed to: (a) protect the security and confidentiality of any personally identifiable information provided by Class Members and/or Client under this Agreement; (b) protect against any anticipated threats or hazards to the security or integrity of such personally identifiable information; (c) protect against unauthorized access to or use of such personally identifiable information that could result in substantial harm or inconvenience to any individual; and (d) protect against unauthorized access to or use of such personally identifiable information in connection with its disposal. Each Party will respond promptly to remedy any known security breach involving the personally identifiable information provided by you and/or Client under this Agreement and shall promptly inform the other Parties of such breaches.
4. CPT Obligations. Provided that Client complies with all provisions of Section "Client Obligations", CPT will (i) maintain appropriate safeguards for the protection of Client Data, including regular back-ups, security and incident response protocols, and (ii) not access or disclose Client Data except (A) as compelled by law, (B) to prevent or address service or technical issues, (C) in accordance with this Agreement or the provisions of the Settlement Agreement, or (D) if otherwise permitted by Client.
5. Mutual Obligations.
- a) Resources. Each party agrees to: (i) provide the resources reasonably necessary to enable the performance of the Services; (ii) manage its project staffing, milestones, and attendance at status meetings; and (iii) ensure completion of its project deliverables and active participation during all phases of a Service project. The parties acknowledge that failure to cooperate during a Service project may delay delivery of the Service.

If there is a delay, the party experiencing the delay will notify the other party as soon as reasonably practicable, and representatives of each party will meet to discuss the reason for the delay and applicable consequences. Changes beyond the scope of an Order and/or a party's delay in performing its obligations may require an amended Order.

- b) **Incident Notification.** Each party will promptly inform the other parties in the event of a breach of Client Data in their possession and shall utilize best efforts to assist the other parties to mitigate the effects of such incident.
6. **Qualified Settlement Fund Account.** At Client's request, CPT shall be authorized to establish one or more bank accounts at an Approved Bank. The amounts held at the Approved Bank under this Agreement are at the sole risk of Client. Without limiting the generality of the foregoing, CPT shall have no responsibility or liability for any diminution of the funds that may result from the deposit thereof at the Approved Bank, including deposit losses, credit losses, or other claims made against the Approved Bank. It is acknowledged and agreed that CPT has acted reasonably and prudently in depositing funds at an Approved Bank, and CPT is not required to conduct diligence or make any further inquiries regarding such Approved Bank.
7. **Fees and Payment.** Pricing stated within the proposal is good for 90 Days. All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the Client data and/or notice documents. Client will be invoiced for any remaining fees according to the applicable Order. Pricing stated within any proposal from CPT to Client is for illustrative purposes only and is only binding upon an Order executed by CPT and Client. Payment of fees will be due within 30 days after the date of the invoice, except where this Agreement expressly prescribes other payment dates. All fees set forth in an Order are in U.S. dollars, must be paid in U.S. dollars, and are exclusive of taxes and applicable transaction processing fees. Late payments hereunder will incur a late charge of 1.5% (or the highest rate allowable by law, whichever is lower) per month on the outstanding balance from the date due until the date of actual payment. In addition, Services are subject to suspension for failure to timely remit payment therefor. If travel is required to effect Services, Client shall reimburse CPT for pre-approved, reasonable expenses arising from and/or relating to such travel, including, but not limited to, airfare, lodging, meals, and ground transportation.
8. **Term and Termination.**
- a) **Term.** The Term is set forth in the Order. The Agreement may be renewed by mutual written agreement of the parties.
- b) **Termination for Cause.** Either party may immediately terminate this Agreement if the other party materially breaches its obligations hereunder, and, where capable of remedy, such breach has not been materially cured within forty-five (45) days of the breaching party's receipt of written notice describing the breach in reasonable detail.
- c) **Bankruptcy Events.** A party may immediately terminate this Agreement if the other party: (i) has a receiver appointed over it or over any part of its undertakings or assets; (ii) passes a resolution for winding up (other than for a bona fide scheme of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect and such order is not discharged or stayed within ninety (90) days; or (iii) makes a general assignment for the benefit of its creditors.
- d) **Effect of Termination.** Immediately following termination of this Agreement, upon Client's written request, Client may retrieve Client Data via Client's secure FTP site in the same format in which the Client Data was originally inputted into the Software, at no additional charge. Alternatively, Client Data can be returned in a mutually agreed format at a scope and price to be agreed. CPT will maintain a copy of Client Data and Client Content for no more than four (4) years following the date of the final check cashing deadline for Class Members under the Settlement Agreement, after which time any Client Data and Client Content not retrieved will be destroyed.
- e) **Final Payment.** If Client terminates this Agreement due to Section "Termination", Client shall pay CPT all fees owed through the termination date. If CPT terminates the Agreement in accordance with Section "Termination," Client shall pay CPT all fees invoiced through the termination date, plus all fees remaining to be invoiced during the Term, less any costs CPT would have incurred had the Agreement not been terminated.

Confidentiality. Each of the parties agrees: (i) not to disclose any Confidential Information to any third parties except as mandated by law and except to those subcontractors of CPT providing Products hereunder who agree to be bound by confidentiality obligations no less stringent than those set forth in this Agreement; (ii) not to use any Confidential Information for any purposes except carrying out such party's rights and responsibilities under this Agreement; and (iii) to keep the Confidential Information confidential using the same degree of care such party uses to protect its own confidential information; provided, however, that such party shall use at least reasonable care. These obligations shall survive termination of this Agreement.

15. **Miscellaneous Provisions.**

- a) **Governing Law; Jurisdiction.** This Agreement will be governed by

- a) **Compelled Disclosure.** If receiving party is compelled to disclose any Confidential Information by judicial or administrative process or by other requirements of law, such party shall (i) promptly notify the other party, (ii) reasonably cooperate with the other party in such party's efforts to prevent or limit such compelled disclosure and/or obtain confidential treatment of the items requested to be disclosed, and (iii) shall disclose only that portion of such information which each party is advised by its counsel in writing is legally required to be disclosed.

- b) **Remedies.** If either party breaches any of its obligations with respect to confidentiality or the unauthorized use of Confidential Information hereunder, the other party shall be entitled to seek equitable relief to protect its interest therein, including but not limited to, injunctive relief, as well as money damages.

10. **Intellectual Property.** As between the parties, CPT will and does retain all right, title and interest (including, without limitation, all Intellectual Property Rights) in and to the Products. Client retains all ownership rights to Client Data.

11. **Indemnification.** Client agrees to indemnify, defend, and hold harmless CPT, its Affiliates, and the respective officer, directors, consultants, employees, and agents of each (collectively, Covered CPT Parties") from and against any and all third party claims and causes of action, as well as related losses, liabilities, judgments, awards, settlements, damages, expenses and costs (including reasonable attorney's fees and related court costs and expenses) (collectively, "Damages") incurred or suffered by CPT which directly relate to or directly arise out of (i) Client's breach of this Agreement; (ii) CPT's performance of Services hereunder; (iii) the processing and/or handling of any payment by CPT; (iv) any content, instructions, information or Client Data provided by Client to CPT in connection with the Services provided by CPT hereunder. The foregoing provisions of this section shall not apply to the extent the Damages relate to or arise out of CPT's willful misconduct. To obtain indemnification, indemnitee shall: (i) give written notice of any claim promptly to indemnitor; (ii) give indemnitor, at indemnitor's option, sole control of the defense and settlement of such claim, provided that indemnitor may not, without the prior consent of indemnitee (not to be unreasonably withheld), settle any claim unless it unconditionally releases indemnitee of all liability; (iii) provide to indemnitor all available information and assistance; and (iv) not take any action that might compromise or settle such claim.

12. **Warranties.** Each party represents and warrants to the other party that, as of the date hereof: (i) it has full power and authority to execute and deliver the Agreement; (ii) the Agreement has been duly authorized and executed by an appropriate employee of such party; (iii) the Agreement is a legally valid and binding obligation of such party; and (iv) its execution, delivery and/or performance of the Agreement does not conflict with any agreement, understanding or document to which it is a party. CPT WARRANTS THAT ANY AND ALL SERVICES PROVIDED BY IT HEREUNDER SHALL BE PERFORMED IN A PROFESSIONAL MANNER CONSISTENT WITH PREVAILING INDUSTRY STANDARDS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, CPT DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.

13. **Liability.**

- a) **Liability Cap.** EXCEPT FOR A PARTY'S WILLFUL MISCONDUCT, EACH PARTY'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY, WILL BE LIMITED TO THE TOTAL CLAIMS ADMINISTRATOR FEES PAID OR PAYABLE BY CLIENT TO CPT HEREUNDER. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT EXPAND SUCH LIMIT. THE PARTIES ACKNOWLEDGE THAT THE FEES AGREED UPON BETWEEN CLIENT AND CPT ARE BASED IN PART ON THESE LIMITATIONS, AND THAT THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ANY ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE FOREGOING LIMITATION SHALL NOT APPLY TO A PARTY'S PAYMENT OBLIGATIONS UNDER THE AGREEMENT.

- b) **Exclusion of Consequential Damages.** NEITHER PARTY WILL BE LIABLE FOR LOST PROFITS, LOST REVENUE, LOST BUSINESS OPPORTUNITIES, LOSS OF DATA, INTERRUPTION OF BUSINESS, OR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14. **Communications.** CPT may list Client's name and logo alongside CPT's other clients on the CPT website and in marketing materials, unless and until Client revokes such permission. CPT may also list the Case name and/or number, and certain Qualified Settlement Fund information, on the CPT website and in marketing materials, unless stated otherwise in the Settlement Agreement.

Agreement, CPT has the perpetual right to use aggregated, summarized, and statistical data ("Statistical Data") derived from

and construed in accordance with the laws of the State of California and the federal laws of the United States of America, without regard to conflict of law principles. CPT and Client agree that any suit, action or proceeding arising out of, or with respect to, this Agreement or any judgment entered by any court in respect thereof shall be brought exclusively in the state or federal courts of the State of California located in the County of Orange, and each of CPT and Client hereby irrevocably accepts the exclusive personal jurisdiction and venue of those courts for the purpose of any suit, action or proceeding.

- b) Force Majeure. Neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including without limitation acts of war, acts of God, earthquake, flood, weather conditions, embargo, riot, epidemic, acts of terrorism, acts or omissions of vendors or suppliers, equipment failures, sabotage, labor shortage or dispute, governmental act, failure of the Internet or other acts beyond such party's reasonable control, provided that the delayed party: (i) gives the other party prompt notice of such cause; and (ii) uses reasonable commercial efforts to correct promptly such failure or delay in performance.
- c) Counterparts. This Agreement may be executed in any number of counterparts and electronically, each of which shall be an original but all of which together shall constitute one and the same instrument.
- d) Entire Agreement. This Agreement contains the entire understanding of the parties in respect of its subject matter and supersedes all prior agreements and understandings (oral or written) between the parties with respect to such subject matter. The schedules and exhibits hereto constitute a part hereof as though set forth in full herein.
- e) Modifications. Any modification, amendment, or addendum to this Agreement must be in writing and signed by both parties.
- f) Assignment. Neither party may assign this Agreement or any of its rights, obligations, or benefits hereunder, by operation of law or otherwise, without the other party's prior written consent; provided, however, either party, without the consent of the other party, may assign this Agreement to an Affiliate or to a successor (whether direct or indirect, by operation of law, and/or by way of purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of such party, where the responsibilities or obligations of the other party are not increased by such assignment and the rights and remedies available to the other party are not adversely affected by such assignment. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and permitted assigns.
- g) No Third-Party Beneficiaries. The representations, warranties, and other terms contained herein are for the sole benefit of the parties hereto and their respective successors and permitted assigns and shall not be construed as conferring any rights on any other persons.
- h) Statistical Data. Without limiting the confidentiality rights and Intellectual Property Rights protections set forth in this

anonymized, and statistical data ("Statistical Data") derived from the operation of the Software, and nothing herein shall be construed as prohibiting CPT from utilizing the Statistical Data for business and/or operating purposes, provided that CPT does not share with any third-party Statistical Data which reveals the identity of Client, Client's Class Members, or Client's Confidential Information.

- i) Export Controls. Client understands that the use of CPT's Products is subject to U.S. export controls and trade and economic sanctions laws and agrees to comply with all such applicable laws and regulations, including the Export Administration Regulations maintained by the U.S. Department of Commerce and the trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control.
- j) Severability. If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be contrary to law, such provision shall be changed by the court or by the arbitrator and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions of this Agreement shall remain in full force and effect.
- k) Notices. Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by electronic delivery, or mailed by registered or certified mail, return receipt requested and postage prepaid to the address for the other party first written above or at such other address as may hereafter be furnished in writing by either party hereto to the other party. Such notice will be deemed to have been given as of the date it is delivered, if by personal delivery; the next business day, if deposited with an overnight courier; upon receipt of confirmation of electronic delivery (if followed up by such registered or certified mail); and five days after being so mailed.
- l) Independent Contractors. Client and CPT are independent contractors, and nothing in this Agreement shall create any partnership, joint venture, agency, franchise, sales representative or employment relationship between Client and CPT. Each party understands that it does not have authority to make or accept any offers or make any representations on behalf of the other. Neither party may make any statement that would contradict anything in this section.
- m) Subcontractors. CPT shall notify Client of its use of any subcontractors to perform Client-specific Services. CPT shall be responsible for its subcontractors' performance of Services under this Agreement.
- n) Headings. The headings of the sections of this Agreement are for convenience only, do not form a part hereof, and in no way limit, define, describe, modify, interpret, or construe its meaning, scope or intent.
- o) Waiver. No failure or delay on the part of either party in exercising any right, power or remedy under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise or the exercise of any other right, power, or remedy.
- p) Survival. Sections of the Agreement intended by their nature and content to survive termination of the Agreement shall so survive.

EXHIBIT 6

Emi@parkerminne.com

From: DIR PAGA Unit <lwdadonotreply@dir.ca.gov>
Sent: Tuesday, May 16, 2023 3:09 PM
To: emi@parkerminne.com
Subject: Thank you for your Proposed Settlement Submission

05/16/2023 03:08:16 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm