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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES—SPRING STREET COURTHOUSE

NATHAN POOL, individually, and on behalf
of other members of the general public
similarly situated;

Plaintiff,

v.

UTC RESTAURANT VENTURE, LLC, a
California limited liability company; PASEO
RESTAURANT VENTURE, LLC, a
California limited liability company; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: 20STCV07785 (Lead Case)
Consolidated Case No.: 20GDCV00377

Honorable Amy D. Hogue
Department SSC7

CLASS ACTION

**DECLARATION OF EDWIN AIWAZIAN
IN SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

[Plaintiff's Motion for Preliminary Approval of
Class Action Settlement; Declaration of
Proposed Class Representative (Nathan Pool);
and [Proposed] Order filed concurrently
herewith]

Date: September 15, 2021
Time: 11:00 am
Department: SSC7

Complaint Filed: February 27, 2020
Trial Date: None Set

DECLARATION OF EDWIN AIWAZIAN

I, Edwin Aiwarzian, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers for Justice, PC, attorneys of record for Plaintiff Nathan Pool ("Plaintiff"). The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

EDUCATION

2. In May of 2004, I graduated from *Pepperdine University School of Law* with a Juris Doctor degree. I have extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, I have previously served as a *pro bono* mediator for the Los Angeles County Superior Court. In October of 2000, I obtained a Litigation Paralegal Certificate from the *UCLA Extension Program*. During the summer of 2000, I studied Legal Writing at *Harvard University*. In April of 1999, I obtained a Bachelor of Arts degree in Communication with a concentration in Natural Sciences from *Pepperdine University*.

JUDICIAL EXTERNSHIPS

3. From approximately September 2002 to approximately December 2002, I served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the *United States Court of Appeals for the Ninth Circuit*. From approximately June 2002 to approximately August 2002, I served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the *California Court of Appeal for the Second Appellate District*.

LITIGATION AND CLASS ACTION EXPERIENCE

4. In December of 2004, I obtained a license to practice law from the California State Bar. From approximately December 2004 to approximately August 2008, I was employed by the law firm of *Girardi & Keese*.

5. At *Girardi & Keese*, my practice focused on class actions and other complex cases involving toxic torts and products liability. In addition, I gained substantial experience on cases involving insurance bad faith, premises liability, and medical negligence. While employed by

1 *Girardi & Keese*, I argued approximately 100 motions, took or defended approximately 150
2 depositions, and prepared dozens of expert witnesses for deposition or trial.

3 6. Since its inception, in or around October of 2008, *Lawyers for Justice, PC* has almost
4 exclusively focused on the prosecution of consumer and employment class actions, involving
5 wage-and-hour claims, race discrimination, unfair business practices or consumer fraud.
6 Currently, we are the attorneys of record in over a dozen employment-related putative class actions
7 in both state and federal courts in the State of California. Our firm has successfully litigated cases
8 involving the executive, administrative, and other overtime exemptions to the State of California
9 and federal overtime compensation requirements. During this relatively short time, in association
10 with other law firms, we have recovered millions of dollars on behalf of thousands of individuals
11 in California.

12 **EXAMPLES OF CLASS ACTION RESULTS**

13 7. What follows are just a few examples of the type of results we have achieved on
14 behalf of our clients:

15 a) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
16 and-hour class and representative action against a major property management company involving
17 allegations of misclassification of various “manager” positions. On September 20, 2010, the court
18 granted final approval of the class and representative action settlement. The Los Angeles County
19 Superior Court Case Number is BC400414.

20 b) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
21 and-hour class action against a national retailer involving allegations of misclassification of the
22 “Assistant Store Manager” position. On October 28, 2010, the court granted final approval of the
23 class action settlement. The Los Angeles County Superior Court Case Number is BC413498.

24 c) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
25 and-hour class and representative action against a national property management company
26 involving allegations of misclassification of the “Property Manager” position. On May 23, 2012,
27 the court granted final approval of the class and representative action settlement. The Los Angeles
28 County Superior Court Case Number is BC430918.

1 d) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
2 and-hour class action against a national retailer involving allegations of misclassification of the
3 “Store Manager” position. On June 10, 2011, the court granted plaintiffs’ motion for class
4 certification. On August 26, 2013, the court granted final approval of the class action settlement.
5 The Los Angeles County Superior Court Case Number is BC424012.

6 e) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
7 and-hour class and representative action against a bank, involving allegations of misclassification
8 of the “Assistant Branch Manager” position. On August 27, 2013, the court granted final approval
9 of the class and representative action settlement. The Kern County Superior Court Case Number
10 is S-1500-CV-273194-LHB.

11 f) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
12 and-hour class and representative action against a national wholesale distributor of plumbing and
13 builder supplies, involving allegations of misclassification of multiple salaried “manager”
14 positions. On May 22, 2014, the court granted final approval of the class and representative action
15 settlement. The Sacramento County Superior Court Case Number is 34-2012-00136285.

16 g) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
17 and-hour class action involving allegations of misclassification of the “Operations Manager”
18 position. On September 16, 2014, the court granted plaintiffs’ motion for class certification. The
19 Los Angeles County Superior Court Case Number is BC478769.

20 h) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
21 and-hour class and representative action against a national retailer of household items, on behalf
22 of hourly-paid or non-exempt employees. On May 27, 2015, the court granted final approval of
23 the class and representative action settlement. The San Francisco County Superior Court Case
24 Number is CGC-13-532344.

25 i) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
26 and-hour class action involving allegations of misclassification of the salaried residential
27 “Property Manager” position. On September 17, 2015, the court granted plaintiffs’ motion for
28 class certification. The Los Angeles County Superior Court Case Number is BC474784.

1 j) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
2 and-hour class and representative action against a national retailer of upscale hardware and home
3 furnishings, on behalf of non-exempt employees. On April 28, 2016, the court granted final
4 approval of the class and representative action settlement. The Los Angeles County Superior
5 Court Case Number is JCCP4794.

6 k) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
7 and-hour class and representative action against a national retailer of apparel and fashion
8 accessories, on behalf of non-exempt employees. On August 5, 2016, the court granted final
9 approval of the class and representative action settlement. The Los Angeles County Superior
10 Court Case Number is BC488069.

11 l) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
12 and-hour class action against a national retailer of apparel, accessories, and home products,
13 involving allegations of misclassification of the “Department Manager” position. On August 12,
14 2016, the court granted the plaintiffs’ motion for class certification in part and certified a class.
15 The Alameda County Superior Court Case Number is RG13680477.

16 m) Our firm represented the plaintiffs in a representative action under the
17 Private Attorneys General Act, against a real estate and property management company, on behalf
18 of non-exempt employees. On November 4, 2016, the court granted approval of the settlement.
19 The Orange County Superior Court Case Number is 30-2015-00775439-CU-OE-CXC.

20 n) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
21 and-hour class action against a full-service bank, on behalf of non-exempt employees. On
22 November 18, 2016, the court granted final approval of the class action settlement. The San
23 Francisco County Superior Court Case Number is CJC-13-004839.

24 o) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
25 and-hour class and representative action against a consumer packaging company, on behalf of non-
26 exempt employees. On March 10, 2017, the court granted final approval of the class and
27 representative action settlement. The Los Angeles County Superior Court Case Number is
28 BC590429.

1 p) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
2 and-hour class and representative action against a manufacturer of food service industry supplies
3 on behalf of non-exempt employees. On April 14, 2017, the court granted final approval of the
4 class and representative action settlement. The Orange County Superior Court Case Number is
5 30-2015-00810013-CU-OE-CXC.

6 q) Our firm represented the plaintiffs in a wage-and-hour class and
7 representative action against a food company on behalf of non-exempt employees. On June 30,
8 2017, the court granted final approval of the class action settlement. The Sacramento County
9 Superior Court Case Number is 34-2015-00175871.

10 r) Our firm represented the plaintiffs in a wage-and-hour class and
11 representative action against a chocolate company on behalf of non-exempt employees. On July
12 19, 2017, the court granted final approval of the class and representative action settlement. The
13 Alameda County Superior Court Case Number is RG15764300.

14 s) Our firm represented the plaintiffs in a wage-and-hour class and
15 representative action against a manufacturer of plastic containers on behalf of non-exempt
16 employees. On October 31, 2017, the court granted final approval of the class and representative
17 action settlement. The Los Angeles County Superior Court Case Number is BC577233.

18 t) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
19 and-hour class and representative action against a bank on behalf of non-exempt employees. On
20 December 11, 2017, the court entered an order granting final approval of class and representative
21 action settlement. The Los Angeles County Superior Court Case Number is BC569646.

22 u) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
23 and-hour class and representative action against a property management company on behalf of
24 hourly-paid and non-exempt employees. On January 4, 2018, the court entered an order granting
25 final approval of the class and representative action settlement. The Los Angeles County Superior
26 Court Case Number is JCCP4819.

27 v) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
28 and-hour class and representative action against a global provider of flexible office space

1 solutions. On February 15, 2018, the court entered an order granting final approval of the class
2 and representative action settlement. The Los Angeles County Superior Court Case Number is
3 BC498401.

4 w) Our firm, in association with co-counsel, represented the plaintiff in a wage-
5 and-hour class action against a container manufacturer, on behalf of non-exempt employees. On
6 October 15, 2018, the court granted the plaintiff's motion for class certification. The Tulare
7 County Superior Court Case Number is VCU264528.

8 x) Our firm represented the plaintiffs in a wage-and-hour class and
9 representative action against a behavioral health service provider on behalf of non-exempt
10 employees. On November 13, 2018, the court granted final approval of the class and
11 representative action settlement. The Alameda County Superior Court Case Number is
12 RG16811450.

13 y) Our firm, in association with co-counsel, represented the plaintiff in a
14 representative action under the Private Attorneys General Act, against a global provider of
15 products and services to the energy industry, on behalf of hourly-paid and non-exempt employees.
16 On November 19, 2018, the Court granted approval of the settlement. The Kern County Superior
17 Court Case Number is S-1500-CV-280215-SDC.

18 z) Our firm represented the plaintiff in a wage-and-hour class action against a
19 parking company on behalf of non-exempt employees. On September 3, 2019, the court granted
20 the plaintiff's motion for class certification and certified a class. The Santa Clara County Superior
21 Court Case Number is 16CV292208 and the Judicial Council Coordination Proceeding Number is
22 JCCP 4886.

23 aa) Our firm, in association with other counsel, on behalf of the plaintiff and
24 respondent in a PAGA representative action, successfully opposed in the trial court, and briefed
25 and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a
26 notable decision from the California Supreme Court clarifying the law and finding, in part, that
27 employer arbitration agreements are unenforceable where they block a PAGA claim from
28 proceeding, *ZB, N.A. v. Superior Court*, 8 Cal.5th175 (2019).

bb) Our firm represents the plaintiffs in a wage-and-hour class and representative action against a bank on behalf of non-exempt employees. On September 27, 2019, the court granted the plaintiffs' motion for class certification in part and certified a class. The Alameda County Superior Court Case Number is RG15757606 and the Judicial Council Coordination Proceeding Number is JCCP 4921.

cc) Our firm represented the plaintiffs in a wage-and-hour class and representative action against a national retailer of apparel and fashion accessories, on behalf of non-exempt employees. On October 9, 2019, the court granted the plaintiffs' motion for class certification in part and certified a class. The Sacramento County Superior Court Case Number is 34-2015-00175330-CU-OE-GDS.

dd) Our firm represented the plaintiff in a wage-and-hour class and PAGA representative action against a medical equipment supplier on behalf of non-exempt employees. On February 13, 2020, the court granted the plaintiff's motion for class certification and certified a class. The San Bernardino County Superior Court Case Number is CIVDS1505744.

ee) Our firm, in association with other counsel, represented the plaintiff in a wage-and-hour class and PAGA representative action against a large national drug testing laboratory on behalf of non-exempt employees. On February 21, 2020, the court granted the plaintiff's motion for class certification and certified a class. The San Diego County Superior Court Case Number is 37-2018-00019611-CU-OE-CTL.

ff) Our firm represented the plaintiffs in a wage-and-hour class and representative action against a national retailer of sportswear, footwear, and camping equipment on behalf of non-exempt employees. On March 16, 2020, the court granted in part the plaintiff's motion for class certification and certified a class. The Riverside County Superior Court Case Number is RICJCCP4930.

gg) Our firm represented the plaintiffs in a wage-and-hour class and PAGA representative action against a plastic packaging company on behalf of non-exempt employees. On June 8, 2020, the court granted in part the plaintiffs' motion for class certification and certified a class. The San Bernardino County Superior Court Case Number is CIVDS1507361.

hh) Our firm, in association with co-counsel, represented the plaintiffs in a wage-and-hour class action against manufacturer and supplier of power products and services on behalf of non-exempt employees. On July 31, 2020, the court granted in part the plaintiffs' motion for class certification and certified a class. The San Diego County Superior Court Case Number is 37-2015-00025968-CU-OE-CTL.

PRELIMINARY APPROVAL

8. Marked and attached hereto as "**EXHIBIT 1**" is the Joint Stipulation of Class Action and PAGA Settlement ("Settlement," "Agreement," or "Settlement Agreement") entered into by and between Plaintiff, individually and on behalf of all others similarly situated and other aggrieved employees, on the one hand, and Defendants UTC Restaurant Venture, LLC and Paseo Restaurant Venture, LLC ("Defendants"), on the other hand (collectively, the "Parties"). The Parties and their counsel have approved the proposed Notice of Class Action and PAGA Settlement ("Notice of Class Action and PAGA Settlement"), which is attached to the Settlement Agreement as "Exhibit A" and respectfully request that the Court approve it as well.

9. Based on information provided by Defendants in April 2021, the Class is estimated to consist of approximately five hundred twenty-two (522) individuals and there are approximately two hundred forty-five (245) PAGA Members.

10. The effectiveness of Edwin Aiwazian, Arby Aiwazian, and Joanna Ghosh of Lawyers for Justice, PC ("Class Counsel") in prosecuting this matter has translated into tangible monetary benefits for the Class Members in the following respects: (1) Class Members recover over a reasonably short period of time as opposed to waiting additional years for the same, or possibly worse, result; (2) a guaranteed result that compares favorably with other similar class action settlements of this type given the strengths and weaknesses of the cases; and (3) significant savings in Class Counsel's fees and/or costs that would have only increased significantly had the cases progressed through certification, trial, and/or appeals.

11. Class Counsel has litigated the matter for over a year, and was actively preparing the matter for class certification and trial. The Parties have engaged in extensive settlement negotiations and participated in a formal, full-day mediation conducted by Paul Grossman, Esq.,

1 a well-respected mediator experienced in mediating complex labor and employment matters. Prior
2 to and during the mediation and settlement discussions, the Parties exchanged class information
3 and engaged in an extensive discussion regarding their evaluations of the cases and various aspects
4 of the cases, including but not limited to, the risks and delays of further litigation, the risks to the
5 Parties of proceeding with class certification and/or representative adjudication, the law relating
6 to off-the-clock theory, meal and rest periods, PAGA representative actions, and wage-and-hour
7 enforcement, as well as the evidence produced and analyzed, and the possibility of appeals, among
8 other things. During all settlement discussions, the Parties conducted their negotiations at arm's
9 length in an adversarial position. Arriving at a settlement that was acceptable to all Parties was
10 not easy. Defendants and their counsel felt strongly about their ability to prevail on the merits and
11 at certification, and Plaintiff and Class Counsel believed that they would be able to obtain class
12 certification and prevail at trial. After conducting investigations, formal and informal discovery,
13 and exchange of information, extensive settlement negotiations, and with the aid of the mediator's
14 evaluation, the Parties have agreed that the matter is well-suited for settlement given the legal
15 issues relating to Plaintiff's principal claims, as well as the costs and risks to both sides that would
16 attend further litigation. The Settlement is a fair, reasonable, and adequate resolution of the Class
17 Released Claims of Plaintiff and Settlement Class Members, against the Class Released Parties.

18 12. The Parties used the pre-mediation time to investigate the veracity, strength, and
19 scope of the claims, and Class Counsel was preparing the actions for class certification and trial.
20 Prior to engaging in mediation, Plaintiff conducted significant investigation and formal and
21 informal discovery regarding the facts of the cases, including and not limited to, the exchange,
22 review, and analysis of a large volume of documents and data obtained from Defendants and other
23 sources. Class Counsel propounded multiple sets of formal written discovery requests onto
24 Defendants and prepared for and took the deposition of Defendants' Person Most Knowledgeable
25 designee which spanned over two (2) days. The volume of data and documents that Class Counsel
26 reviewed and analyzed included and was not limited to: Plaintiff's employment records, time and
27 pay data of Plaintiff and other Class Members, various agreements (including, but not limited to,
28 Employee Arbitration Agreement and Waiver of Jury Trial, Slip-Resistant Shoe Agreement, and

Cutting Glove Agreement), acknowledgements (including, but not limited to, Employee Handbook Acknowledgement Forms, Final Paycheck Acknowledgement, Policy Acknowledgement, and Receipt of Employee Handbook and Employment-At-Will Statement), waivers (including, but not limited to, signed Meal Period Waivers), internal memoranda, job descriptions, New Hire Packets, trainings (including, but not limited to, Defendant's Manager Training – Meal and Rest Periods), reports, including, but not limited to Hours Compliance Reports and Employee Schedule Report), Defendants' operations and employment practices and procedures (including, but not limited to Defendants' Employee Handbook and Employee Home Book), and policies (including, but not limited to, Defendants' Time Theft and Eating Policy, Recording Your Time policy, Paycheck Deductions policy, Meal Periods policy, and Rest and Recovery Periods policy), among other information and documents. Class Counsel interviewed Plaintiff to gather facts and to identify potential witnesses. Counsel for the Parties also met and conferred on numerous occasions, e.g., to discuss issues relating to the pleadings, discovery, and the production of documents and data prior to the mediation. Class Counsel also drafted pleadings and mediation brief and prepared for and attended court proceedings, mediation, and settlement negotiations, among other tasks.

13. Counsel for the Parties have also invested time researching and investigating the applicable law, which is constantly evolving as it relates to certification, representative PAGA claims, off-the-clock theory, meal and rest periods, wage-and-hour enforcement, Plaintiff's claims and damages, and Defendants' defenses thereto, as well as facts discovered. Based on our analysis, I submit that the result achieved in this litigation is fair, adequate, and reasonable.

14. The Settlement provides for a Total Settlement Amount of two hundred seventy-five thousand dollars (\$275,000.00). The Net Settlement Amount is the Total Settlement Amount less the following amounts subject to approval by the Court: Attorneys' Fees and Costs to Class Counsel, Enhancement Payment to Plaintiff, Settlement Administration Costs to the Settlement Administrator, and PAGA Penalties. Assuming that the amounts allocated under the Settlement toward these payments are awarded by the Court, the Net Settlement Amount is currently estimated to be seventy-six thousand two hundred fifty dollars (\$76,250.00). The Total Settlement

1 Amount will be fully distributed in accordance with the terms of the Settlement and there is no
2 reversion to Defendants.

3 15. The Parties have agreed to retain Simpluris, Inc. (“Simpluris” or “Settlement
4 Administrator”) to handle the notice and settlement administration. The Parties respectfully
5 request that the Court appoint Simpluris to handle these procedures and serve as the Settlement
6 Administrator. Defendants will provide Simpluris with a list, that Defendants will compile from
7 their records, which will include the full names, last known mailing addresses, last known
8 telephone numbers (if available), and Social Security Numbers of all Class Members and PAGA
9 Members, as well as their dates of employment, total Class Workweeks, total PAGA Workweeks,
10 and such other information as is necessary for the Settlement Administrator to administer the
11 Settlement (collectively referred to as the “Data List”). Simpluris will calculate the estimated *pro*
12 *rata* shares of the Net Settlement Amount that each Class Member may receive under the
13 Settlement (“Individual Settlement Share”) and the amount payable to each PAGA Member from
14 the 25% portion of the PAGA Penalties that is allocated to PAGA Members (“Individual PAGA
15 Payment”). Simpluris will also translate, print, and mail Notices in English and Spanish to Class
16 Members; receive letters submitted by Class Members indicating a request to be excluded from
17 the Class Settlement (“Requests for Exclusion”), written objections to the Class Settlement
18 (“Notices of Objection”), and disputes regarding Class Workweeks; provide necessary reports and
19 declarations; calculate, subtract, and transmit necessary taxes and withholdings; prepare and
20 submit informational and other tax filings and documents; issue and transmit all payments
21 provided for by the Settlement, including and not limited to, mailing Individual Settlement
22 Payment to the Settlement Class Members and Individual PAGA Payments to PAGA Members;
23 and perform any other usual and customary duties for administering a class action settlement.
24 Settlement Administration Costs are currently estimated not to exceed ten thousand dollars
25 (\$10,000.00) and will be paid out of the Total Settlement Amount, subject to approval of the Court.

26 16. Based on investigation and information discovered, Class Counsel believes that
27 there is sufficient evidence to support the allegations made in the lawsuits, including the
28 allegations that Defendants, with respect to Plaintiff and the Class Members, *inter alia*, failed to

properly pay overtime and minimum wages and associated premium pay, failed to provide compliant meal and rest periods and to pay associated premium pay, failed to timely pay wages during employment and upon termination of employment, failed to provide compliant wage statements, failed to maintain requisite payroll records, and failed to reimburse necessary business expenses, and thereby engaged in unfair business practices and conduct giving rise to penalties recoverable under the Private Attorneys General Act of 2004 (California Labor Code sections 2698, *et seq.*). Plaintiff also asserted that Class Members were expected to perform similar job duties and were subject to the same or similar operations and employment policies, practices, and procedures. Additionally, Plaintiff asserted that Defendants' recordkeeping practices with respect to Plaintiff and the Class Members were substantially the same during the time period at issue. As a result, Plaintiff claims that the Class Members, were uniformly not paid all of the compensation that was owed to them by Defendants since February 27, 2016. Thus, in Class Counsel's view, it is clear that the outcome of this litigation would be determined by Defendants' uniform operations and employment practices, policies, and procedures that Plaintiff alleges applied across their hourly-paid or non-exempt employees in California during the Class Period.

17. Class Counsel is aware of the defenses and position of Defendants, but believes that Plaintiff could potentially obtain class certification despite many obstacles. Plaintiff has also taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in such litigation, including those involved in class certification and/or representative adjudication. Plaintiff further recognizes the burdens of proof necessary to establish liability for the claims asserted in the lawsuits, Defendants' defenses, and the difficulties in establishing entitlement to monetary recovery. Plaintiff has also considered the Parties' settlement discussions, as well as the evaluations of the mediator, who is experienced and well-regarded in complex labor and employment matters.

18. Defendants, on the other hand, denied and continue to deny any liability and wrongdoing of any kind associated with the claims alleged in the lawsuits, and further deny that the lawsuits are appropriate for class treatment or representative adjudication for any purpose other than this Settlement. Defendants believe that they would ultimately succeed in the matter. Both

sides have also had the opportunity to interview witnesses and review documents and information relating to Plaintiff's and Class Members' employment with Defendants, and Defendants' operations and employment policies, practices, and procedures. The Parties also reviewed and analyzed a large volume of documents and data, including but not limited to a sampling of Class Members' time and pay information, to determine the potential value and strength of the claims. The available information enabled Class Counsel to estimate the potential claims of the Class and prepare damages/valuation models. Accordingly, the Parties have conducted adequate investigation and discovery to be sufficiently informed of the nature and extent of the Class Members' claims, and to enable both sides to fully evaluate the Settlement for its fairness, adequacy, and reasonableness. The Parties have agreed that the matter is well-suited for settlement given the legal issues relating to Plaintiff's principal claims, as well as the costs and risks to both sides that would attend further litigation. The Settlement takes into account the strengths and weaknesses of each side's position and the uncertainty of how the cases might have concluded at certification, trial, and/or appeals.

19. The Settlement Agreement provides for Class Counsel to apply for attorneys' fees in an amount of up to thirty-five percent (35%) of the Total Settlement Amount (i.e., \$96,250.00) and expenses and costs in an amount not to exceed thirty-five thousand dollars (\$35,000.00), which will be paid out of the Total Settlement Amount, subject to approval by the Court. It should be noted that Class Counsel has borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained.

20. The Settlement Agreement provides for payment of up to seven thousand five hundred dollars (\$7,500.00) to Plaintiff as an Enhancement Payment, to be paid out of the Total Settlement Amount subject to approval by the Court. Plaintiff spent considerable time and effort to produce relevant documents and past employment records and to provide the facts and evidence necessary to attempt to prove the allegations. Plaintiff was available whenever Class Counsel needed him and actively tried to obtain information that would benefit the Class. Accordingly, it is appropriate and just for Plaintiff to receive an Enhancement Payment, in addition to his Individual Settlement Payment and Individual PAGA Payment, for his services on behalf of the

1 Class.

2 21. Class Counsel submits that the Settlement is fair, reasonable, and adequate, and is
3 in the best interest of the Class. Class Counsel further submits that the Settlement is within an
4 acceptable range of recovery for this type of litigation given the strengths and weaknesses of the
5 cases, the inherent costs and risks of further litigation, and the costs and risks associated with class
6 certification, representative adjudication, trial, and/or appeals.

7 I declare under penalty of perjury under the laws of the State of California that the
8 foregoing is true and correct.

9 Executed on this 22nd day of June 2021, at Glendale, California.

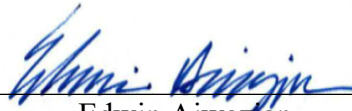
10
11 
12 Edwin Aiwanian

EXHIBIT 1

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

2 This Joint Stipulation of Class Action and PAGA Settlement (“Agreement” or “Settlement
3 Agreement”) is made and entered into by and between Plaintiff Nathan Pool (“Plaintiff” or “Class
4 Representative”), on behalf of all others similarly situated and aggrieved employees, and Defendants
5 UTC Restaurant Venture, LLC and Paseo Restaurant Venture, LLC (together, “Defendants”) (collectively
6 with Plaintiff, the “Parties”).

7 This Settlement Agreement shall be binding on Plaintiff, Settlement Class Members (as defined
8 herein), and PAGA Members (as defined herein) and on Defendants, subject to the terms and conditions
9 hereof and the approval of the Court.

10 **RECITALS**

11 1. Procedural History. On January 29, 2020, Nathan Pool provided written notice to the Labor
12 and Workforce Development Agency (“LWDA”) and Defendants alleging Defendants violated specific
13 provisions of the California Labor Code (“LWDA Letter”). On February 27, 2020, Nathan Pool filed a
14 Class Action Complaint for Damages (“Class Complaint”) against Defendants in the Superior Court of
15 California for the County of Los Angeles, Case No. 20STCV07785 (“Class Action”), alleging ten (10)
16 causes of action for violation of California Labor Code and California Business & Professions Code §§
17 17200, *et seq.* on behalf of all current and former hourly-paid or non-exempt employees who worked for
18 Defendants within the State of California at any time since February 27, 2016 for failure to pay overtime
19 wages, failure to provide meal periods and premium payments in lieu thereof, failure to provide rest
20 periods and premium payments in lieu thereof, failure to pay minimum wages, failure to timely pay wages
21 upon termination, failure to timely pay wages during employment, failure to provide compliant wage
22 statements, failure to maintain complete and accurate payroll records, and failure to reimburse necessary
23 business expenses. On April 3, 2020, Plaintiff filed a Complaint for Enforcement Under the Private
24 Attorneys General Act, California Labor Code § 2698, *Et Seq.* (“PAGA Complaint”) against Defendants
25 in the Superior Court of California of Los Angeles, Case No. 20GDCV00377 (“PAGA Action”), alleging
26 a single cause of action against Defendants for violation of the Private Attorneys General Act, California
27 Labor Code section 2698, *et seq.* (“PAGA”). On August 10, 2020, Plaintiff filed an Amendment to
28 Complaint to add Great Maple LLC as a defendant in the Class Action. On August 25, 2020, pursuant to

1 stipulation by the Parties, the Court issued an Order consolidating the Class Action and PAGA Action
2 (the “Actions”) and designating the Class Action as the lead case.

3 2. Defendants deny all material allegations set forth in the Actions and have asserted
4 numerous affirmative defenses. Notwithstanding, in the interest of avoiding further litigation,
5 Defendants desire to fully and finally settle the Actions.

6 3. Class Counsel in the Actions diligently investigated the proposed Class Members’ claims
7 against Defendants, including any and all applicable defenses and the applicable law. The investigation
8 included, *inter alia*, the exchange of information, data, and documents, and review of numerous
9 corporate policies and practices.

10 4. On October 20, 2020, the Parties participated in mediation with Paul Grossman, Esq. (the
11 “Mediator”), a respected mediator of complex wage and hour actions, and with the assistance of the
12 Mediator and his evaluations, the Parties reached the settlement that is memorialized herein. The
13 settlement discussions were conducted at arm’s-length, and the settlement is the result of an informed
14 and detailed analysis of Defendants’ potential liability and exposure in relation to the costs and risks
15 associated with continued litigation. Based on the documents produced, as well as Class Counsel’s own
16 independent investigation and evaluation, Class Counsel believes that the settlement with Defendants
17 for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and
18 adequate and is in the best interest of the Class Members in light of all known facts and circumstances,
19 including the risk of significant delay and uncertainty associated with litigation and various defenses
20 asserted by Defendants.

21 5. Defendants represent that no non-exempt employees worked for Great Maple LLC, and
22 therefore, Plaintiff has agreed to dismiss Great Maple LLC as a defendant in the Class Action.

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

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DEFINITIONS

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

a. “Attorneys’ Fees and Costs” means attorneys’ fees approved by the Court for Class Counsel’s litigation and resolution of the Actions, and all actual costs incurred and to be incurred by Class Counsel in the Actions, as set forth in Paragraph 11 below.

b. “Class Counsel” or “Plaintiff’s Counsel” mean Edwin Aiwarzian, Arby Aiwarzian, and Joanna Ghosh of Lawyers *for* Justice, PC, who will seek to be appointed counsel for the Class.

c. “Class Member(s)” or “Class” mean Plaintiff and all current and former hourly-paid, non-exempt employees who worked for Defendants in the State of California at any time during the period from February 27, 2016 through October 20, 2020, who did not sign arbitration agreements.

d. “Class Period” means the time period from February 27, 2016 through October 20, 2020.

e. “Class Released Claims” means any and all claims and damages arising from any of the facts alleged in Plaintiff’s Class Complaint during the period from February 27, 2016 through Preliminary Approval, including Defendants’ alleged failure to pay minimum wages, failure to pay overtime wages, failure to provide meal and rest periods, failure to issue accurate itemized wage statements, and violation of California Business and Professions Code sections 17200, *et seq.*, for, *inter alia*, failure to pay overtime and minimum wages, provide meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide compliant wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses. The Class Released Claims exclude any claims for penalties under the PAGA.

f. “Class Released Parties” means Defendants, and all their present and former parent companies, subsidiaries, divisions, related or affiliated companies, shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns.

g. “Class Representative” or “Plaintiff” mean Nathan Pool.

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

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1 i. "Class Workweeks" means the number of weeks each Class Member worked for
2 Defendants as an hourly-paid, non-exempt employee during the Class Period, which will be calculated
3 by determining the number of days between the start and end dates of employment during the Class
4 Period, divided by seven (7). Each Class Member will be credited with at least one (1) Class Workweek.
5 The Class Workweeks through October 14, 2020 are estimated to be approximately 6,683.

6 j. "Court" means the Superior Court of the State of California for the County of Los
7 Angeles.

8 k. "Data List" means a complete list of all Class Members and PAGA Members that
9 Defendants will diligently and in good faith compile from their records and provide to the Settlement
10 Administrator. The Data List will be formatted in a readable Microsoft Office Excel spreadsheet and
11 will include the full names, last known mailing addresses, last known telephone numbers (if available),
12 and Social Security Numbers of all Class Members and PAGA Members, as well as their dates of
13 employment, total Class Workweeks, total PAGA Workweeks, and such other information as is
14 necessary for the Settlement Administrator to administer this Settlement Agreement.

15 l. "Defendants" means UTC Restaurant Venture, LLC and Paseo Restaurant Venture,
16 LLC.

17 m. "Defendants' Counsel" means James P. Carter and Heather B. Dillion of Jackson
18 Lewis P.C.

19 n. "Effective Date" means the latter of: (a) if any timely objections are filed and not
20 subsequently withdrawn, the 60th day after the Court enters an order granting final approval of this
21 Settlement Agreement; (b) if any timely appeals are filed, the date of the resolution (or withdrawal) of
22 any such appeal in a way that does not alter the terms of the Settlement Agreement; or (c) if no timely
23 objections are filed, or if all objections are withdrawn, the date upon which the Court enters an order
24 granting final approval of this Settlement Agreement.

25 o. "Enhancement Payment" means the amount to be paid to Plaintiff Nathan Pool in
26 recognition of his effort and work in prosecuting the Actions and in exchange for a general release, as
27 set forth in Paragraph 12 below.

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1 p. "Final Approval" means the determination by the Court that the settlement is fair,
2 reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

3 q. "Final Approval Hearing" means the hearing at which the Court will consider and
4 determine whether the settlement should be granted Final Approval.

5 r. "Individual PAGA Payment" means the amount payable to each PAGA Member
6 from the 25% portion of the PAGA Penalties that is allocated to PAGA Members, as provided in
7 Paragraph 15(c).

8 s. "Individual Settlement Payment" means the net payment of each Settlement Class
9 Member's Individual Settlement Share, after reduction for the employee's share of taxes and
10 withholdings with respect to the wages portion of the Individual Settlement Share, as provided in
11 Paragraph 26.

12 t. "Individual Settlement Share" means the *pro rata* share of the Net Settlement
13 Amount that a Class Member may be eligible to receive under the Settlement Agreement, to be
14 calculated in accordance with Paragraph 15.

15 u. "LWDA Payment" means the amount that the Parties have agreed to pay to the
16 California Labor and Workforce Development Agency ("LWDA") as set forth in Paragraph 14.

17 v. "Net Settlement Amount" means the portion of the Total Settlement Amount that
18 is available for distribution to Settlement Class Members, which is the Total Settlement Amount less the
19 Court-approved Enhancement Payment, Settlement Administration Costs, PAGA Penalties, and
20 Attorneys' Fees and Costs.

21 w. "Notice" means the Notice of Class Action and PAGA Settlement, substantially in
22 the form attached as "**Exhibit A.**"

23 x. "Notice of Objection" means a Class Member's valid and timely written
24 objection to the Class Settlement, which must be in writing and include: (a) the case name and number
25 of the Class Action; (b) the objector's full name, signature, address, and telephone number, and the last
26 four digits of his or her Social Security number, (c) a written statement of all grounds for the objection
27 accompanied by any legal support for such objection, and (d) copies of any papers, briefs, or other
28 documents upon which the objection is based.

1 y. “PAGA Member(s)” means Plaintiff and all current and former hourly-paid, non-
2 exempt employees who worked for Defendant Paseo Restaurant Venture, LLC in California at any time
3 during the period from January 29, 2019 through October 20, 2020.

4 z. “PAGA Period” means the period between January 29, 2019 through October 20,
5 2020.

6 aa. “PAGA Release” or “PAGA Released Claims” means the release by all PAGA
7 Members for all claims for PAGA that arise out of or relate to the factual allegations pled in the LWDA
8 Letter and PAGA Complaint, from January 29, 2019 through Preliminary Approval, including: failure to
9 pay minimum and overtime wages, failure to provide compliant meal periods and associated premium
10 pay, failure to provide compliant rest periods and associated premium pay, failure to provide compliant
11 wage statements, failure to timely pay wages upon termination of employment, failure to timely pay
12 wages during employment, failure to maintain requisite payroll records, and unreimbursed business
13 expenses. In light of the binding nature of a PAGA judgment on non-party employees pursuant to *Arias*
14 *v. Superior Ct. (Dairy)*, 46 Cal. 4th 969 (2009), PAGA Members who exclude themselves from the Class
15 Settlement shall still receive an Individual PAGA Payment as calculated by the Settlement Administrator.

16 bb. “PAGA Released Parties” means Defendant Paseo Restaurant Venture, LLC, and
17 all its present and former parent companies, subsidiaries, divisions, related or affiliated companies,
18 shareholders, officers, directors, employees, agents, attorneys, insurers, successor and assigns.

19 cc. “PAGA Workweeks” means the number of weeks each PAGA Member worked
20 for Defendant Paseo Restaurant Venture, LLC as an hourly-paid, non-exempt employee during the
21 PAGA Period, which will be calculated determining the number of days between the start and end dates
22 of employment during the PAGA Period, divided by seven (7). Each PAGA Member will be credited
23 with at least one (1) PAGA Workweek.

24 dd. “Parties” means Plaintiff and Defendants, collectively, and “Party” means either
25 Plaintiff or any of Defendants.

26 ee. “Preliminary Approval” means entry of the Court order granting preliminary
27 approval of the Settlement Agreement.

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1 ff. “Request for Exclusion” means a timely letter submitted by a Class Member
2 indicating a request to be excluded from the Class Settlement. The Request for Exclusion must: (a)
3 contain the case name and number of the Class Action, (b) be signed by the Class Member, (c) contain
4 the full name, address, telephone number, and the last four digits of the Social Security Number of the
5 Class Member requesting exclusion, (d) clearly state that the Class Member does not wish to be included
6 in the Class Settlement, and (e) be returned by mail to the Settlement Administrator at the specified
7 address, postmarked on or before the Response Deadline. The date of the postmark on the return mailing
8 envelope on the submission will be the exclusive means to determine whether a Request for Exclusion
9 has been timely submitted. A Class Member who does not request exclusion from the Class Settlement
10 will be deemed a Settlement Class Member and will be bound by all terms of the Settlement Agreement,
11 if the settlement is granted Final Approval by the Court. Any Class Member who validly requests to be
12 excluded from the Class Settlement will no longer be a Settlement Class Member and will not have any
13 right to object, appeal, or comment on the Class Settlement. Any Class Member who is also a PAGA
14 Member and opts out of the Class Settlement will remain a PAGA Member, will receive an Individual
15 PAGA Payment, and will be bound by the PAGA Release.

16 gg. “Response Deadline” means the deadline by which Class Members must submit a
17 Request for Exclusion, objection, and/or dispute of the Class Workweeks credited to them, which shall
18 be the date that is sixty (60) calendar days from the initial mailing of the Notice by the Settlement
19 Administrator, unless the 60th day falls on a Sunday or Federal holiday, in which case the Response
20 Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response
21 Deadline may also be extended by express agreement between Class Counsel and Defendants’ Counsel.
22 Under no circumstances, however, will the Settlement Administrator have the authority to extend the
23 Response Deadline. In the event that a Notice is re-mailed to a Class Member, the Response Deadline
24 for that Class Member shall be the extended by fifteen (15) calendar days.

25 hh. “Settlement Administration Costs” means the costs payable from the Total
26 Settlement Amount, subject to Court approval, to the Settlement Administrator for administering this
27 settlement, as set forth in Paragraph 13 below.

28 ///

ii. “Settlement Administrator” means Simpluris, Inc., or any other third-party class action settlement administrator agreed to by the Parties and approved by the Court for purposes of administering this settlement. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

jj. “Settlement Class Members” means all Class Members who do not submit a valid and timely Request for Exclusion.

kk. “Total Settlement Amount” means the amount of two hundred seventy-five thousand dollars (\$275,000.00) to be paid by Defendants in full resolution of all Class Released Claims and PAGA Released Claims in the Actions, which includes all Attorneys’ Fees and Costs, Enhancement Payment, LWDA Payment, Net Settlement Amount to be paid to the Settlement Class Members, Individual PAGA Payments to be paid to PAGA Members, and Settlement Administration Costs. The employer’s share of taxes on the wages portion of Individual Settlement Shares will be paid separately and in addition to the Total Settlement Amount.

CLASS CERTIFICATION

8. For the purposes of this settlement only, the Parties stipulate to the certification of the following Class: all current and former hourly-paid, non-exempt employees who worked for Defendants at any time during the Class Period, who did not sign arbitration agreements.

9. The Parties agree that certification for the purpose of settlement is not an admission that certification is proper under Section 382 of the California Code of Civil Procedure. Should, for whatever reason, the Court not grant Final Approval, the Parties' stipulation to class certification as part of the settlement shall become null and void *ab initio* and shall have no bearing on, and shall not be admissible in connection with, the issue of whether or not certification would be inappropriate in a non-settlement context.

TERMS OF AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

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1 10. Funding of the Total Settlement Amount. Within fifteen (15) calendar days after the
2 Effective Date, the Settlement Administrator will provide the Parties with an accounting of the amounts
3 to be paid by Defendants pursuant to the terms of the Settlement Agreement. Within thirty (30) calendar
4 days of the Effective Date, Defendants will make a one-time deposit of the Total Settlement Amount into
5 a settlement account to be established by the Settlement Administrator. Within seven (7) calendar days
6 of the funding of Total Settlement Amount, the Settlement Administrator will issue payments due under
7 the settlement and approved by the Court, as follows: (a) Individual Settlement Payments to Settlement
8 Class Members; (b) Individual PAGA Payments to PAGA Members; (c) LWDA Payment to the Labor
9 and Workforce Development Agency; (d) Enhancement Payment to Plaintiff; and (e) Attorneys' Fees
10 and Costs to Class Counsel. The Settlement Administrator will also issue a payment to itself for Court-
11 approved services performed in connection with the settlement.

12 11. Attorneys' Fees and Costs. Class Counsel will request and Defendants will not oppose
13 attorneys' fees of up to thirty-five percent (35%) of the Total Settlement Amount (i.e., up to ninety-six
14 thousand two hundred fifty dollars (\$96,250.00)) and reimbursement of actual costs and expenses
15 associated with Class Counsel's litigation and settlement of the Actions, in an amount not to exceed
16 thirty-five thousand dollars (\$35,000.00), both of which will be paid from the Total Settlement Amount
17 subject to Court approval. These amounts will cover any and all work performed and any and all costs
18 incurred by Class Counsel in connection with the litigation of the Actions, including without limitation
19 all work performed and costs incurred to date, and all work to be performed and all costs to be incurred
20 in connection with obtaining the Court's approval of this Settlement Agreement, including any
21 objections raised and any appeals necessitated by those objections. Class Counsel shall be solely and
22 legally responsible for correctly characterizing this compensation for tax purposes and for paying any
23 taxes on the amounts received. With respect to the Attorneys' Fees and Costs to Class Counsel, the
24 Settlement Administrator may purchase an annuity to utilize United States Treasuries and bonds or other
25 attorney fee deferral vehicles, for Class Counsel. Any additional expenses for the purchase of an annuity
26 by the Settlement Administrator shall be paid separately by Class Counsel and shall not be included
27 within the Settlement Administration Costs. Any portion of the Attorneys' Fees and Costs not awarded
28 to Class Counsel shall be a part of the Net Settlement Amount for the benefit of Settlement Class

Members.

12. Enhancement Payment. In recognition of his efforts and work in prosecuting the Actions, Defendants agree not to oppose or impede any application or motion for Enhancement Payment in an amount up to seven thousand five hundred dollars (\$7,500.00) to Plaintiff Nathan Pool. The Enhancement Payment, which will be paid from the Total Settlement Amount, subject to Court approval, will be in addition to his Individual Settlement Payment and Individual PAGA Payment that are to be paid pursuant to the settlement. The Settlement Administrator will issue an IRS Form 1099 to Plaintiff for the Enhancement Payment, and Plaintiff shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. Plaintiff agrees to indemnify and hold Defendants harmless from any claim or liability for taxes, penalties, or interest arising as a result of the Enhancement Payment. Should the Court approve the Enhancement Payment to Plaintiff in an amount that is less than that set forth above, the difference between the lesser amount approved by the Court and the amount allocated toward the Enhancement Payment will be part of the Net Settlement Amount for the benefit of Settlement Class Members.

13. Settlement Administration Costs. The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments under the settlement, which is currently estimated not to exceed Ten Thousand Dollars (\$10,000.00). These costs, which will be paid from the Total Settlement Amount, subject to Court approval, will include, *inter alia*, translating the Notice in Spanish, printing, distributing, and tracking Notices and other documents for this settlement, calculating and distributing payments due under the settlement, issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and remittances, providing necessary reports and declarations, and other duties and responsibilities set forth herein to process this settlement, and as requested by the Parties. To the extent actual Settlement Administration Costs are greater than the estimated amount stated herein, such excess amount will be deducted from the Total Settlement Amount, subject to approval by the Court. Any portion of the estimated, designated, and/or awarded Settlement Administration Costs which are not in fact required to fulfill payment to the Settlement Administrator to undertake the requirement settlement administration duties will become part of the Net Settlement Amount.

1 14. PAGA Penalties. Subject to approval by the Court, the Parties agree that the amount of
2 fifty thousand dollars (\$50,000.00) from the Total Settlement Amount will be allocated toward penalties
3 under the Private Attorneys General Act, California Labor Code Section 2698, *et seq.* (“PAGA
4 Penalties”), of which seventy-five percent (75%), or \$37,500.00, will be paid to the LWDA (i.e., the
5 LWDA Payment) and twenty-five percent (25%) or, \$12,500.00, will be distributed to PAGA Members
6 (“Employee PAGA Amount”) on a *pro rata* basis, based on PAGA Workweeks.

7 15. Individual Settlement Share and Individual PAGA Payment Calculations. Class Members
8 shall not be required to submit a claim in order to receive a share of the Net Settlement Amount, and no
9 portion of the Total Settlement Amount shall revert to Defendants. Individual Settlement Shares will be
10 calculated and apportioned from the Net Settlement Amount based on each Class Member’s Class
11 Workweeks and Individual PAGA Payments will be calculated and apportioned from the Employee
12 PAGA Amount based on each PAGA Member’s PAGA Workweeks, as follows:

13 a. After Preliminary Approval of the Settlement, the Settlement Administrator will
14 divide the Net Settlement Amount by the Class Workweeks of all Class Members to yield the “Estimated
15 Workweek Value,” and multiply each Class Member’s individual Class Workweeks by the Estimated
16 Workweek Value to yield his or her estimated Individual Settlement Share that he or she may be eligible
17 to receive under the Settlement.

18 b. After Final Approval of the Settlement, the Settlement Administrator will divide
19 the final Net Settlement Amount by the Class Workweeks of all Settlement Class Member to yield the
20 “Final Workweek Value,” and multiply each Settlement Class Member’s individual Class Workweeks
21 by the Final Workweek Value to yield his or her Individual Settlement Share.

22 c. To determine the Individual PAGA Payment for each PAGA Member, the
23 Settlement Administrator will divide the Employee PAGA Amount, i.e., \$12,500, by the total of all
24 PAGA Members’ PAGA Workweeks resulting in the PAGA Workweek Value and then multiplying the
25 PAGA Workweek Value by each PAGA Member’s individual PAGA Workweeks.

26 16. Settlement Awards Do Not Trigger Additional Benefits. All payments made under the
27 settlement shall be deemed to be paid to the payee solely in the year in which such payments actually
28 are issued to the payee. It is expressly understood and agreed that payments made under this settlement

shall not in any way entitle Plaintiff or any Settlement Class Member and/or PAGA Member to additional compensation or benefits under any new or additional compensation or benefits, or any bonus, contest or other compensation or benefit plan or agreement in place during the Class Period, nor will it entitle any Settlement Class Member and/or PAGA Member to any increased retirement, 401K benefits or matching benefits, or deferred compensation benefits (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the Class Period).

17. Delivery of the Data List. Within twenty-one (21) calendar days of Preliminary Approval, Defendants will provide the Data List to the Settlement Administrator.

18. Notice by First-Class U.S. Mail.

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

b. With respect to Notices that are returned as undeliverable on or before the Response Deadline, the Settlement Administrator will search for an alternate address by way of skip-trace and re-mail the Notice within five (5) calendar days.

19. Dispute Regarding Class Workweeks. Class Members will have an opportunity to dispute the number of Class Workweeks to which they have been credited, as reflected in their respective Notices. In order to dispute Class Workweeks, Class Members must submit a written letter to the Settlement Administrator that: (a) contains the case name and number of the Class Action, (b) is signed by the Class Member, (c) contains the full name, address, telephone number, and the last four digits of the Social Security Number of the disputing Class Member, (d) clearly states that the Class Member disputes the number of Class Workweeks credited to him or her and what he or she contends is the correct number to be credited to him or her, (e) includes information and/or attaches documentation

demonstrating that the number of Class Workweeks that he or she contends should be credited to him or her are correct, and (f) is returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline. The date of the postmark on the return mailing envelope on the submission will be the exclusive means to determine whether a dispute has been timely submitted. Absent evidence rebutting the accuracy of Defendants' records and data as they pertain to the number of Class Workweeks to be credited to a disputing Class Member, Defendants' records will be presumed correct and determinative of the dispute. However, if a Class Member produces information and/or documents to the contrary, the Settlement Administrator will evaluate the materials submitted by the Class Member and the Settlement Administrator will resolve and determine the number of eligible Class Workweeks that the disputing Class Member should be credited with under the settlement. The Settlement Administrator's decision on such disputes will be final and non-appealable.

20. Settlement Checks. The Settlement Administrator will be responsible for undertaking appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments to the Settlement Class Members and Individual PAGA Payments to PAGA Members in accordance with this Settlement Agreement. To the extent that a Settlement Class Member is also a PAGA Member, the Settlement Administrator will issue both Individual Settlement Payments and Individual PAGA Payments by way of a single check. Settlement checks will be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and thereafter, shall be cancelled. All funds associated with such cancelled checks will be transmitted to the State Controller's Office Unclaimed Property Division in the names of the Settlement Class Members and/or PAGA Members whose checks are cancelled. The Settlement Administrator shall undertake amended and/or supplemental tax filings and reporting, required under applicable local, state, and federal tax laws, that are necessitated due to the cancellation of any settlement checks.

21. Procedure for Requesting Exclusion from the Settlement. Any Class Member wishing to be excluded from the Class Settlement must submit a written Request for Exclusion to the Settlement Administrator, by mail, no later than the Response Deadline. The date of the postmark on the return mailing envelope will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. The Settlement Administrator will certify jointly to Class Counsel and Defendants'

Counsel the Requests for Exclusion that were timely submitted, and also identify the individuals who have submitted a timely and valid Request for Exclusion in a declaration that is to be filed with the Court in advance of the Final Approval Hearing. Any Class Member who submits a Request for Exclusion is prohibited from making any objection to the Class Settlement. Any Class Member who validly requests to be excluded from the Class Settlement will not be a Settlement Class Member and will not have any right to object, appeal, or comment on the Class Settlement; however, if the Class Member is also a PAGA Member, he or she will still receive an Individual PAGA Payment, and will be bound by the PAGA Released Claims.

22. Settlement Terms Bind All Class Members Who Do Not Request Exclusion. Any Class Member who does not affirmatively request exclusion from the Class Settlement by submitting a timely and valid Request for Exclusion will be bound by all of the terms of the Settlement Agreement, including and not limited to those pertaining to the Class Released Claims, as well as any judgment that may be entered by the Court if it grants Final Approval to the settlement.

23. Procedures for Objecting to the Settlement. To object to the Class Settlement, Class Members who have not opted out of the Class Settlement (i.e., Settlement Class Members) must submit a timely and complete Notice of Objection to the Settlement Administrator, by mail, on or before the Response Deadline. The Notice of Objection must be signed by the Settlement Class Member and contain all information required by this Settlement Agreement. The postmark date will be deemed the exclusive means for determining that the Notice of Objection is timely. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class Members to object to the Class Settlement or appeal from the Final Approval Order and Judgment. Settlement Class Members may also present their objection at the Final Approval Hearing.

24. Reports by the Settlement Administrator Regarding Settlement Administration. The Settlement Administrator will provide Defendants' Counsel and Class Counsel a weekly report which certifies: (a) the number of Class Members who have submitted a dispute of Class Workweeks; (b) the number of Class Members who have submitted timely and valid Requests for Exclusion or timely and complete Notices of Objection; and (c) the number of undeliverable and re-mailed Notices. Additionally, the Settlement Administrator will provide to counsel for both Parties any updated reports

1 regarding the administration of the Settlement Agreement as needed or requested, and immediately
2 notify the Parties when it receives a request from an individual or any other entity regarding inclusion
3 in the settlement.

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

7 26. Treatment of Individual Settlement Payments and Individual PAGA Payments. Each
8 Individual Settlement Share will be allocated as follows: one-third (1/3) wages and two-thirds (2/3)
9 penalties, interest, and non-wage damages. The portion allocated to wages will be reported on an IRS
10 Form W-2 and the portions allocated to interest and penalties will be reported on an IRS Form-1099 by
11 the Settlement Administrator. The Settlement Administrator will withhold the employee's share of taxes
12 and withholdings with respect to the wages portion of the Individual Settlement Shares, and issue checks
13 to Settlement Class Members for their Individual Settlement Payments (i.e., payment of their Individual
14 Settlement Share net of these taxes and withholdings). The employer's share of taxes and contributions
15 on the wages portion of Individual Settlement Shares will be paid separately and in addition to the Total
16 Settlement Amount. Any payment for an Individual PAGA Payment will be allocated as 100% penalties,
17 will not be subject to taxes or withholdings, and will be reported on an IRS Form-1099, if necessary.

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

23 28. Tax Liability. Plaintiff, Class Counsel, Defendants, and Defendants' Counsel do not
24 intend anything contained in this Settlement Agreement to constitute advice regarding taxes or
25 taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiff and Settlement
26 Class Members understand and agree that Plaintiff and Settlement Class Members will be solely
27 responsible for correctly characterizing any compensation received under the settlement on his/her
28 personal income tax returns and paying any and all taxes due for any and all amounts paid to them under

1 the settlement.

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

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

1 31. Release of Claims by Settlement Class Members. Upon the Effective Date and full
2 funding of the Total Settlement Amount, Plaintiff and all Class Members who do not submit a valid and
3 timely Request for Exclusion (i.e., Settlement Class Members) will be deemed to have fully, finally and
4 forever released, settled, compromised, relinquished, and discharged the Class Released Parties of all
5 Class Released Claims he or she may have or had.

6 32. PAGA Release by PAGA Members. Upon the Effective Date and full funding of the
7 Total Settlement Amount, Plaintiff and all PAGA Members will be deemed to have fully, finally and
8 forever released, settled, compromised, relinquished, and discharged the PAGA Released Parties of all
9 PAGA Released Claims he or she may have or had during the PAGA Period.

10 33. General Release of Claims by Plaintiff. In addition, upon the Effective Date and full
11 funding of the Total Settlement Amount, Plaintiff will be deemed to have fully released and discharged
12 the Released Parties of and from all claims arising from his employment with Defendants, separation of
13 employment from Defendants, and any acts that have or could have been asserted in any legal action or
14 proceeding against Defendants, whether known or unknown, arising under any federal, state, or local law,
15 or statute, including, *inter alia*, those arising under the California Labor Code, Fair Labor Standards Act,
16 Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, Employee Retirement Income
17 Security Act, National Labor Relations Act, California Corporations Code, California Business and
18 Professions Code, California Fair Employment and Housing Act, California Constitution (all as amended),
19 and law of contract and tort, as well as for discrimination, harassment, retaliation, wrongful termination,
20 lost wages, benefits, other employment compensation, emotional distress, medical expenses, other
21 economic and non-economic damages, attorney fees, and costs, arising on or before the date on which the
22 Settlement is executed. With respect to those claims released by Plaintiff in an individual capacity,
23 Plaintiff acknowledges and waives any and all rights and benefits available under California Civil Code
24 Section 1542, which provides:

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

///

Plaintiff understands and agrees that claims or facts in addition to or different from those which are now known or believed by him to exist may hereafter be discovered. It is Plaintiff's intention to settle fully and release all claims he now has against the Class Released Parties, whether known or unknown, suspected or unsuspected. The Enhancement Payment will be paid to Plaintiff specifically in exchange for the general release of the Class Released Parties from all claims, including those specified in this paragraph and a covenant not to sue the Class Released Parties. Notwithstanding the above, the general release by Plaintiff shall not extend to claims for workers' compensation benefits, claims for unemployment benefits, or other claims that may not be released by law.

34. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.

Upon execution of this Settlement Agreement, Plaintiff shall promptly obtain a hearing date for Plaintiff's Motion for Preliminary Approval of the Settlement, which Plaintiff and Class Counsel will be responsible for drafting, and submit this Settlement Agreement to the Court in support of said motion. Class Counsel will provide Defendants' Counsel a draft of the Preliminary Approval Motion before the filing deadline. Defendants agree not to oppose the Motion for Preliminary Approval of the Settlement consistent with this Settlement Agreement. Said motion shall apply to the Court for the entry of an order ("Preliminary Approval Order"), which shall be mutually agreed upon by the Parties, seeking the following:

- a. Conditionally certifying the Class for settlement purposes only;
- b. Granting Preliminary Approval of the Settlement;
- c. Preliminarily appointing Plaintiff as representative of the Class;
- d. Preliminarily appointing Plaintiff's Counsel as counsel for the Class;
- e. Approving, as to form and content, the mutually-agreed upon and proposed Notice and directing its mailing to the Class Members and PAGA Members by first class mail;
- f. Approving the manner and method for Class Members to request exclusion from the Class Settlement as contained herein and within the Notice; and
- g. Scheduling a Final Approval Hearing at which the Court will determine whether the Settlement should be finally approved as fair, reasonable and adequate.

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1 35. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After
2 the Response Deadline, and with the Court’s permission, a Final Approval Hearing will be conducted to
3 determine whether Final Approval of the Settlement should be granted, along with the amounts properly
4 payable for (a) Individual Settlement Payments; (b) Individual PAGA Members; (c) LWDA Payment;
5 (d) Attorneys’ Fees and Costs; (e) Enhancement Payment; and (f) Settlement Administration Costs. The
6 Final Approval Hearing will not be held earlier than thirty (30) calendar days after the Response
7 Deadline. Plaintiff and Class Counsel will be responsible for drafting the motion seeking Final Approval
8 of the Settlement. Class Counsel will provide Defendants’ Counsel a draft of the Final Approval Motion
9 before the filing deadline. By way of said motion, Plaintiff will apply for the entry of the mutually-
10 agreed upon proposed order and judgment (“Final Approval Order and Judgment”), which will provide
11 for, in substantial part, the following:

- 12 a. Approval of the Settlement as fair, reasonable, and adequate, and directing
13 consummation of its terms and provisions;
- 14 b. Certification of the settlement Class;
- 15 c. Approval of the application for Attorneys’ Fees and Costs to Class Counsel;
- 16 d. Approval of the application for Enhancement Payment to Plaintiff;
- 17 e. Directing Defendants to fund all amounts due under the Settlement Agreement
18 and ordered by the Court; and
- 19 f. Entering judgment in the Actions barring and enjoining all Settlement Class
20 Members from prosecuting the Class Released Claims against any of the Class Released Parties and
21 PAGA Members from prosecuting the PAGA Released Claims against the PAGA Released Parties, while
22 maintaining continuing jurisdiction, in conformity with California Rules of Court 3.769 and the
23 Settlement Agreement.

24 36. Termination or Revocation of Settlement.

- 25 a. If five percent (5%) or more of the Class Members submit timely and valid
26 Requests for Exclusion, Defendants may elect to rescind the Settlement Agreement. Defendants must
27 exercise this right of rescission in writing that is provided to Class Counsel within twenty-one (21)
28 calendar days of the Response Deadline. If Defendants exercise this option, Defendants shall pay any

costs of settlement administration owed to the Settlement Administrator incurred up to that date.

b. If the Court finds the Total Settlement Amount to be insufficient to warrant Preliminary Approval or Final Approval of the Settlement, Defendants may, at their election, rescind the Settlement Agreement and all actions taken in furtherance of it will thereby be null and void.

37. Effects of Termination of the Settlement. Termination of the Settlement Agreement shall have the following effects:

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

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

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

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

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

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

38. Escalator Clause. Defendants represent that, for the period of February 27, 2016 to October 14, 2020, there were approximately 6,683 Class Workweeks. If it is determined that the total number of Class Workweeks is actually ten percent (10%) more than 6,683 during the Class Period, then, the Total Settlement Amount will be increased on a *pro rata* basis.

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

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

9 41. Entire Agreement. This Settlement Agreement and any attached exhibits constitute the
10 entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements
11 may be deemed binding on the Parties. The Parties expressly recognize California Civil Code § 1625
12 and California Code of Civil Procedure § 1856(a), which provide that a written agreement is to be
13 construed according to its terms and may not be varied or contradicted by extrinsic evidence, and the
14 Parties agree that no such extrinsic oral or written representations or terms will modify, vary or
15 contradict the terms of this Settlement Agreement.

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

20 43. Waiver and Amendment. The Parties may not waive, amend, or modify any provision of
21 this Settlement Agreement except by written agreement signed by counsel for all Parties, and subject to
22 any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement
23 will not constitute a waiver of any other provision.

24 44. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
25 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
26 Agreement and to take all appropriate actions required or permitted to be taken by such Parties pursuant
27 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
28 effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have

1 full authority to enter into this Settlement Agreement, and further intend that this Settlement Agreement
2 will be fully enforceable and binding on all parties, and agree that it will be admissible and subject to
3 disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality
4 provisions that otherwise might apply under state or federal law.

5 45. Signatories. It is agreed that because the members of the Class are so numerous, it is
6 impossible or impractical to have each Settlement Class Member execute this Settlement Agreement.
7 The Notice will advise all Class Members of the binding nature of the release as to the Settlement Class
8 Members, and the release shall have the same force and effect as if this Settlement Agreement were
9 executed by each Settlement Class Member.

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

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

14 48. Execution and Counterparts. This Settlement Agreement is subject only to the execution
15 of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All
16 executed counterparts and each of them, including facsimile, electronic, and scanned copies of the
17 signature page, will be deemed to be one and the same instrument.

18 49. Acknowledgment that the Settlement is Fair and Reasonable. The Parties believe this
19 Settlement Agreement is a fair, adequate, and reasonable settlement of the Actions and have arrived at
20 this settlement after arm's-length negotiations and in the context of adversarial litigation, taking into
21 account all relevant factors, present and potential. The Parties further acknowledge that they are each
22 represented by competent counsel and that they have had an opportunity to consult with their counsel
23 regarding the fairness and reasonableness of this Settlement Agreement. In addition, the Mediator may
24 execute a declaration supporting the Settlement and the reasonableness of the Settlement and the Court
25 may, in its discretion, contact the Mediator to discuss the Settlement and whether or not the Settlement
26 is objectively fair and reasonable.

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1 50. Invalidity of Any Provision. Before declaring any provision of this Settlement
2 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
3 possible consistent with applicable precedents so as to define all provisions of this Settlement
4 Agreement valid and enforceable.

5 51. Plaintiff's Waiver of Right to Be Excluded. Plaintiff agrees to sign this Settlement
6 Agreement and, by signing this Settlement Agreement, is hereby bound by the terms herein.

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

21 53. Captions. The captions and paragraph numbers in this Settlement Agreement are inserted
22 for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
23 provisions of this Settlement Agreement.

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

1 55. Representation by Counsel. The Parties acknowledge that they have been represented by
2 counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that
3 this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed in
4 full.

5 56. Limitation on Publicity. Plaintiff and Class Counsel will not make any public disclosure
6 of the settlement or discuss the settlement or this Settlement Agreement with anyone other than those
7 necessary to effectuate the filing of the Motion for Preliminary Approval, until after the Motion for
8 Preliminary Approval is filed. Class Counsel further agrees not to use the settlement of the Actions or
9 any of its terms for any marketing or promotional purposes. Nothing herein will restrict Class Counsel
10 from including publicly available information regarding this settlement in future judicial submissions
11 regarding Class Counsel's qualifications and experience. Furthermore, Plaintiff and Class Counsel will
12 undertake any and all disclosures required to be made to the LWDA in conformity with PAGA.

13 57. All Terms Subject to Final Court Approval. All amounts and procedures described in
14 this Settlement Agreement herein will be subject to final Court approval.

15 58. Notices. All notices, demands, and other communications to be provided concerning this
16 Settlement Agreement shall be in writing and delivered by overnight mail at the addresses set for below,
17 or such other addresses as either Party may designate in writing from time to time:

18 To Plaintiff and Class Counsel:
19 Edwin Aiwarzian, Esq.
20 **LAWYERS for JUSTICE, PC**
21 410 West Arden Avenue, Suite 203
22 Glendale, California 91203

To Defendants:
 James P. Carter, Esq.
 Heather P. Dillion, Esq.
 JACKSON LEWIS P.C.
 200 Spectrum Center Drive, Suite 500
 Irvine, California 92618

23 59. Final Judgment. The Parties shall provide the Settlement Administrator with a copy of
24 the Final Judgment once it is entered by the Court, and the Settlement Administrator shall post the Final
25 Judgment on its website within three (3) business days of receipt. No individualized notice to the Class
26 will be required.

27 60. Cooperation and Execution of Necessary Documents. All Parties and their counsel will
28 cooperate with each other in good faith and use their best efforts to implement the settlement, including
and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of

1 this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any
2 document needed to implement the Settlement Agreement, or on any supplemental provisions that may
3 become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the
4 assistance of the Mediator and then the Court to resolve such disagreement.

5 61. Integration Clause. This Settlement Agreement contains the entire agreement between
6 the Parties relating to the settlement and transaction contemplated hereby, and all prior or
7 contemporaneous agreements, understandings, representations, and statements, whether oral or written
8 and whether by a Party or such Party's legal counsel, are merged herein. No rights hereunder may be
9 waived except in writing.

10 **IN WITNESS WHEREOF**, the Parties hereto knowingly and voluntarily executed this Joint
11 Stipulation of Class Action and PAGA Settlement between Plaintiff and Defendants:

12 **IT IS SO AGREED.**

13
14 Dated: 04/12/2021, 2021

PLAINTIFF NATHAN POOL

Electronically Signed 2021-04-12 18:07:59 UTC - 174.234.4.249
Nathan Pool
AssureSign® 30354d23-fa82-437e-b8d3-ad010170b272

Nathan Pool, Plaintiff

DEFENDANT UTC RESTAURANT VENTURE, LLC

15
16
17
18 Dated: _____, 2021

Full Name: _____

Title: _____
On behalf of UTC Restaurant Venture, LLC

DEFENDANT PASEO RESTAURANT VENTURE, LLC

19
20
21
22
23 Dated: _____, 2021

Full Name: _____

Title: _____
On behalf of Paseo Restaurant Venture, LLC

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26
27 ///

1 this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any
2 document needed to implement the Settlement Agreement, or on any supplemental provisions that may
3 become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the
4 assistance of the Mediator and then the Court to resolve such disagreement.

5 61. Integration Clause. This Settlement Agreement contains the entire agreement between
6 the Parties relating to the settlement and transaction contemplated hereby, and all prior or
7 contemporaneous agreements, understandings, representations, and statements, whether oral or written
8 and whether by a Party or such Party's legal counsel, are merged herein. No rights hereunder may be
9 waived except in writing.

10 **IN WITNESS WHEREOF**, the Parties hereto knowingly and voluntarily executed this Joint
11 Stipulation of Class Action and PAGA Settlement between Plaintiff and Defendants:

12 **IT IS SO AGREED.**

13 **PLAINTIFF NATHAN POOL**

14 Dated: _____, 2021

15 _____
Nathan Pool, Plaintiff

16 **DEFENDANT UTC RESTAURANT VENTURE, LLC**

17 Dated: April 5, 2021

18 

19 Full Name: mark B David

20 Title: Managing member
21 On behalf of UTC Restaurant Venture, LLC

22 **DEFENDANT PASEO RESTAURANT VENTURE, LLC**

23 Dated: April 5, 2021

24 

25 Full Name: Mark B David

26 Title: Managing member
27 On behalf of Paseo Restaurant Venture, LLC

28 ///

1 **APPROVED AS TO FORM**

2 **LAWYERS *for* JUSTICE, PC**

3 Dated: April 12, 2021



4 Edwin Aiwanian
5 *Attorneys for* Plaintiff Nathan Pool and Proposed Class
6 Counsel

7 **JACKSON LEWIS P.C.**

8 Dated: _____, 2021

9 _____
10 James P. Carter
11 Heather P. Dillion
12 *Attorneys for* Defendants UTC Restaurant Venture, LLC
13 and Paseo Restaurant Venture, LLC
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1 **APPROVED AS TO FORM**

2 **LAWYERS *for* JUSTICE, PC**

3 Dated: _____, 2021

4 _____
Edwin Aiwarzian
5 *Attorneys for* Plaintiff Nathan Pool and Proposed Class
Counsel

6 **JACKSON LEWIS P.C.**

7
8 Dated: April 12 _____, 2021

9 _____
James P. Carter
Heather P. Dillion
10 *Attorneys for* Defendants UTC Restaurant Venture, LLC
and Paseo Restaurant Venture, LLC

Exhibit A

NOTICE OF CLASS ACTION AND PAGA SETTLEMENT

Pool v. UTC Restaurant Venture, LLC, et al.
Superior Court of California for the County of Los Angeles, Case No. 20STCV07785

PLEASE READ THIS NOTICE CAREFULLY.

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

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

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

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff Nathan Pool ("Plaintiff") and Defendants UTC Restaurant Venture, LLC and Paseo Restaurant Venture, LLC ("Defendants") (Plaintiff and Defendants are collectively referred to as the "Parties") in the cases entitled *Pool v. UTC Restaurant Venture, LLC, et al.*, Los Angeles County Superior Court, Case No. 20STCV07785 ("Class Action") and *Pool v. UTC Restaurant Venture, LLC, et al.*, Los Angeles County Superior Court, Case No. 20GDCV00377 ("PAGA Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" means Plaintiff and all current and former hourly-paid, non-exempt employees who worked for Defendants at any time during the Class Period, who did not sign arbitration agreements.

"Class Member" means a member of the Class.

"Class Period" means the time period from February 27, 2016 through October 20, 2020.

"Class Settlement" means the settlement and resolution of the Class Released Claims (as defined in section III.D).

"PAGA Member(s)" means Plaintiff and all current and former hourly-paid, non-exempt employees who worked for Defendant Paseo Restaurant Venture, LLC in California at any time during the PAGA Period.

"PAGA Period" means the time period between January 29, 2019 through October 20, 2020.

II. BACKGROUND OF THE LAWSUIT

On February 27, 2020, Nathan Pool commenced a putative class action lawsuit (i.e., the Class Action) by filing the Class Action Complaint for Damages ("Class Complaint") in the Los Angeles County Superior Court, Case No. 20STCV07785. On April 3, 2020, Plaintiff filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. ("PAGA Complaint") against Defendants in the Superior Court of California of Los Angeles, Case No. 20GDCV00377 and commenced an action under the Private Attorneys General Act, California Labor Code section 2698, *et seq.* ("PAGA") (i.e., the PAGA Action). Plaintiff alleges that Defendants failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, keep requisite payroll records, and reimburse business expenses, and thereby engaged in unfair business practices and conduct that gives rise to penalties under PAGA. Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, restitution, penalties, interest, and attorneys' fees and costs.

Defendants deny all of the allegations in the Class Action and PAGA Action (together, “Actions”) or that they violated any law.

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

On [date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Simpluris, Inc. as the administrator of the Settlement (“Settlement Administrator”), Plaintiff Nathan Pool as representative of the Class (“Class Representative”), and the following Plaintiff’s attorneys as counsel for the Class (“Class Counsel”):

Edwin Aiwazian
Arby Aiwazian
Joanna Ghosh
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

If you are a Class Member, you do not need to take any action to receive an Individual Settlement Payment and, if eligible, an Individual PAGA Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Class Workweeks credited to you, if you so choose, as explained more fully in Section III below. Regardless of whether you exclude yourself from the Class Settlement, you will still release the PAGA Released Claims (as defined in section III.D) and will receive your Individual PAGA Payment, as defined herein, if you are a PAGA Member.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendants that the claims in the Action have merit or that Defendants have any liability to Plaintiff or to Class Members and/or PAGA Members. Plaintiff and Defendants, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of Class Members, PAGA Members, and the State of California. The Court has made no ruling on the merits of the claims and has determined only that certification of the Class for settlement purposes is appropriate under California law.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is two hundred seventy-five thousand dollars (\$275,000.00) (the “Total Settlement Amount”). The portion of the Total Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Total Settlement Amount less the following payments which are subject to approval by the Court: (1) Attorneys’ Fees and Costs, consisting of attorneys’ fees in an amount not to exceed 35% of the Total Settlement Amount (i.e., \$96,250.00) and reimbursement of litigation costs and expenses in an amount not to exceed thirty-five thousand dollars (\$35,000.00) to Class Counsel; (2) Enhancement Payment in an amount not to exceed seven thousand five hundred dollars (\$7,500.00) to Plaintiff for his services in the Actions; (3) allocation for penalties under the PAGA (“PAGA Penalties”) in the amount of fifty thousand dollars (\$50,000.00); and (4) Settlement Administration Costs in an amount not to exceed ten thousand dollars (\$10,000.00) to the Settlement Administrator. Note: the California Labor and Workforce Development Agency (“LWDA”) will be paid 75% of the PAGA Penalties, or thirty-seven thousand five hundred dollars (\$37,500.00), and the remaining 25% of the PAGA Penalties (i.e., twelve thousand five hundred dollars (\$12,500.00)) will be distributed to PAGA Members (“Employee PAGA Amount”).

Class Members are eligible to receive payment under the Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”), to be determined as follows:

- Individual Settlement Shares are based on the number of weeks that each Class Member was credited to have worked for Defendants as an hourly-paid, non-exempt employee during the Class Period (“Class Workweeks”), which will be calculated by determining the number of days between the start and end dates of employment during the Class Period, divided by seven (7).
- The Settlement Administrator has divided the Net Settlement Amount by the Class Workweeks of all Class Members to yield the “Estimated Workweek Value,” and multiplied each Class Member’s individual Class Workweeks by the Estimated Workweek Value to yield his or her estimated Individual Settlement Share that he or she may be eligible to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a valid and timely Request for Exclusion (“Settlement Class Members”) will be issued payment of their final Individual Settlement Share.

PAGA Members will receive payment under the Settlement of their pro rata share of the Employee PAGA Amount (i.e., 25% of the PAGA Penalties) (“Individual PAGA Payment”), to be determined as follows:

- Individual PAGA Payments are based on the number of weeks that each PAGA Member was credited to have worked for Defendant Paseo Restaurant Venture, LLC as an hourly-paid, non-exempt employee during the PAGA Period (“PAGA Workweeks”), which will be calculated by determining the number of days between the start and end dates of employment during the PAGA Period, divided by seven (7).
- The Settlement Administrator has divided the Employee PAGA Amount, i.e., \$12,500, by the PAGA Workweeks of all PAGA Members to yield the “PAGA Workweek Value,” and multiplied each PAGA Member’s individual PAGA Workweeks by the PAGA Workweek Value to yield his or her estimated Individual PAGA Payment that he or she may be eligible to receive under the Settlement (which is listed in Section III.C below). Class Members who do not submit a valid and timely Request for Exclusion (“Settlement Class Members”) will be issued payment of their final Individual Settlement Share.

Each Individual Settlement Share will be allocated as one-third (1/3) wages which will be reported on an IRS Form W2 and two-thirds (2/3) penalties, interest, and non-wage damages which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee’s share of taxes and withholdings with respect to the wages portion of Individual Settlement Shares, resulting in a net payment to the Settlement Class Member (“Individual Settlement Payment”).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members at the address that is on file with the Settlement Administrator. To the extent that a Settlement Class Member is also a PAGA Member, the Settlement Administrator will issue both the Individual Settlement Payment and Individual PAGA Payment by way of a single check. **If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks Based on Defendants’ Records

According to Defendants’ records:

From February 27, 2016 to October 20, 2020, you worked for Defendant as an hourly-paid, non-exempt employee in California for [REDACTED] Class Workweeks.

From January 29, 2019 to October 20, 2020, you worked for Defendant as an hourly-paid, non-exempt employee in California for [REDACTED] PAGA Workweeks.

If you wish to dispute the Class Workweeks credited to you, you must submit your dispute by way of written letter that is sent to the Settlement Administrator. The written letter must: (a) contain the case name and number of the Lawsuit (*Pool v. UTC Restaurant Venture, LLC, et al.*, Case No. 20STCV07785); (b) be signed by you; (c) contain your full name, address, telephone number, and the last four digits of your Social Security Number; (d) clearly state that you dispute the number of Class Workweeks credited to you and what you contend is the correct number to be credited to you; (e) include information and/or attach documentation demonstrating that the number of Class

Workweeks that you contend should be credited to you is correct; and (f) be returned by mail to the Settlement Administrator at the address specified in Section IV.B below, postmarked **no later than [the Response Deadline]**.

C. Your Estimated Individual Settlement Share and Individual PAGA Payment

As explained above, your estimated Individual Settlement Share is based on the number of Class Workweeks credited to you.

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

As explained above, your estimated Individual PAGA Payment is based on the number of PAGA Workweeks credited to you.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [redacted].

The settlement approval process may take multiple months. Your Individual Settlement Share and Individual PAGA Payment reflected in this Notice are only estimates. Your actual Individual Settlement Payment and Individual PAGA Payment may be higher or lower.

D. Release of Claims

Upon the Effective Date and full funding of the Total Settlement Amount, Plaintiff and all Class Members who do not submit a valid and timely Request for Exclusion (i.e., Settlement Class Members) will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Class Released Parties of all Class Released Claims he or she may have or had.

“Class Released Claims” any and all claims and damages arising from any of the facts alleged in Plaintiff’s Class Complaint during the period from February 27, 2016 through Preliminary Approval, including Defendants’ alleged failure to pay minimum wages, failure to pay overtime wages, failure to provide meal and rest periods, failure to issue accurate itemized wage statements, and violation of California Business and Professions Code sections 17200, et seq., for, inter alia, failure to pay overtime and minimum wages, provide meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide compliant wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses. The Class Released Claims exclude any claims for penalties under the PAGA

“Class Released Parties” means Defendants, and all their present and former parent companies, subsidiaries, divisions, related or affiliated companies, shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns.

Upon the Effective Date and full funding of the Total Settlement Amount, Plaintiff and all PAGA Members will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged the PAGA Released Parties of all PAGA Released Claims he or she may have or had during the PAGA Period.

“PAGA Released Claims” or “PAGA Release” means the release by all PAGA Members for all claims for PAGA that arise out of or relate to the factual allegations pled in the LWDA Letter and PAGA Complaint, from January 29, 2019 through Preliminary Approval, including: failure to pay minimum and overtime wages, failure to provide compliant meal periods and associated premium pay, failure to provide compliant rest periods and associated premium pay, failure to provide compliant wage statements, failure to timely pay wages upon termination of employment, failure to timely pay wages during employment, failure to maintain requisite payroll records, and unreimbursed business expenses. In light of the binding nature of a PAGA judgment on non-party employees pursuant to *Arias v. Superior Ct. (Dairy)*, 46 Cal. 4th 969 (2009), PAGA Members who exclude themselves from the Class Settlement shall still receive an Individual PAGA Payment as calculated by the Settlement Administrator.

“PAGA Released Parties” means Defendant Paseo Restaurant Venture, LLC, and all its present and former parent companies, subsidiaries, divisions, related or affiliated companies, shareholders, officers, directors, employees, agents, attorneys, insurers, successor and assigns.

E. Attorneys’ Fees and Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount of up to thirty-five percent (35%) of the Total Settlement Amount (i.e., an amount of up to \$96,250.00) and reimbursement of litigation costs and expenses in an amount of up to thirty-five thousand dollars (\$35,000.00) (collectively, “Attorneys’ Fees and Costs”), subject to approval by the Court. All Attorneys’ Fees and Costs awarded by the Court will be paid from the Total Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff and Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payment to Plaintiff

Plaintiff will seek the amount of seven thousand five hundred dollars and no cents (\$7,500.00) to him (“Enhancement Payment”), in recognition of his services in connection with the Actions. The Enhancement Payment will be paid from the Total Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to his Individual Settlement Payment and Individual PAGA Payment that he is entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed ten thousand dollars (\$10,000.00) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and disputes of Class Workweeks, calculating Individual PAGA Payments, Individual Settlement Shares, and Individual Settlement Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Total Settlement Amount, subject to approval by the Court.

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

A. Participate in the Settlement

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

Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Settlement and any judgment that may be entered by the Court based thereon, and you will release the claims described in Section III.D above. As a Class Member, you will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney’s fees and expenses.

B. Request Exclusion from the Class Settlement

If you do not wish to participate in the Class Settlement, you must seek exclusion from the Class Settlement by submitting a written request (“Request for Exclusion”) to the Settlement Administrator.

A Request for Exclusion must: (a) contain the case name and number of the Action (*Pool v. UTC Restaurant Venture, LLC, et al.*, Case No. 20STCV07785); (b) be signed by you; (c) contain your full name, address, telephone number, and last four digits of your Social Security Number; (d) contain a statement clearly indicating that you do not wish to be included in the Class Settlement; and (e) be submitted to the Settlement Administrator by mail, postmarked **no later than [Response Deadline]**, at the following mailing address:

[Settlement Administrator]
[Mailing Address]

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

C. Object to the Class Settlement

You can object to the terms of the Class Settlement as long as you have not submitted a Request for Exclusion, by submitting a written objection (“Notice of Objection”) to the Settlement Administrator or presenting your objection at the Final Approval Hearing.

A Notice of Objection must: (a) contain the case name and number of the Action (*Pool v. UTC Restaurant Venture, LLC, et al.*, Case No. 20STCV07785); (b) contain your full name, signature, address, and telephone number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be mailed to the Settlement Administrator at the address listed in Section IV.B above, postmarked **no later than [Response Deadline]**.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department SSC7 of the Los Angeles County Superior Court, located at Spring Street Courthouse, 312 N. Spring Street, Los Angeles, California 90012, on **[date]**, at **[time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Attorneys’ Fees and Costs to Class Counsel, Enhancement Payment to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

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

VI. ADDITIONAL INFORMATION

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

You may view the Settlement Agreement and other court records in the Action for a fee by visiting the civil clerk’s office, located at Stanley Mosk Courthouse, 111 N. Hill Street, Los Angeles, California 90012, by appointment during business hours, or by online by visiting the following website: <http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>.

To schedule an appointment, you may call the Court Support Services at the following number: (213) 830-0800, or you may visit the Court’s website at www.lacourt.org.

Individuals who come to the courthouse must wear facial coverings and maintain social distancing at all times within the public areas of the courthouse or courtroom. For more information regarding the mandatory use of facial coverings and social distancing requirements in all Los Angeles County courthouses, you may visit the Los Angeles Superior Court’s *Here For You | Safe For You* page at <http://www.lacourt.org/newsmedia/ui/HfySfy.aspx>.

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

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