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Individually, and on behalf of all others
8 similarly situated and aggrieved

9 *[Additional counsel next page]*

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT**
12

13 JOHN GUTH, an individual, on behalf of
14 himself and all others similarly situated and
15 aggrieved,

16 Plaintiff,

17 vs.

18 THE GREEN GODDESS, INC., a California
19 Corporation; and DOES 1 to 100, inclusive,

20 Defendants.
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28

Case No. 20STCV12952

**AMENDED STIPULATION OF
CLASS ACTION SETTLEMENT AND
RELEASE OF CLAIMS**

Complaint Filed: April 1, 2020

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11 INC.

AMENDED STIPULATION OF CLASS ACTION SETTLEMENT AND RELEASE
OF CLAIMS

IT IS HEREBY STIPULATED, by and among Plaintiff JOHN GUTH, on behalf of himself and the Settlement Class Members on the one hand, and Defendant THE GREEN GODDESS, INC. (“Defendant”), on the other hand, subject to the approval of the Court, that the Action is hereby being compromised and settled pursuant to the terms and conditions set forth in this Amended Class Action Settlement Agreement (“Agreement”), and subject to the definitions, recitals and terms set forth herein, which by this reference become an integral part of this Agreement.

DEFINITIONS

1. “Action” means the matter of *John Guth v. The Green Goddess, Inc.; et al.* filed on April 1, 2020, in Los Angeles County Superior Court (LASC Case No. 20STCV12952).

2. “Certified Class Size” means 254 Class Members, which is the estimated total number of Class Members from April 1, 2016 to August 31, 2021. This is a material term upon which Plaintiff has agreed to settle this case for the consideration set forth in this Agreement.

3. “Class Counsel” and “Plaintiff’s Counsel” means Carney R. Shegerian, Anthony Nguyen, and Cheryl A. Kenner of Shegerian & Associates, Inc.

4. “Class Counsel Award” means attorneys’ fees for Class Counsel’s litigation and resolution of this Action, and actual expenses and costs incurred in connection with the Action paid from the Gross Settlement Amount.

5. “Class Information” means information regarding Settlement Class Members that Defendant will in good faith compile from its records and provide to the Settlement Administrator. It shall be formatted as a Microsoft Excel spreadsheet and shall include: each Settlement Class Member’s full name; last known address; last known home telephone number; Social Security Number; start date of employment; end date of employment; and the number of Total Weeks Worked by the Settlement Class Member as a non-exempt employee for Defendants during the Class Period (“Total Weeks Worked”).

1 6. “Class Member(s)” means all current and former nonexempt employees who
2 worked for Defendant The Green Goddess, Inc. in California during the Class Period beginning
3 four years prior to the filing of this Complaint, i.e., April 1, 2016 through August 31, 2021.

4 7. “Class Notice” and “Notice” mean the Notice of Pendency of Class Action
5 Settlement, including the Notice of Estimated Individual Settlement Payment, (substantially in
6 the form attached as **Exhibit A**) in English.

7 8. “Class Period” means the period from April 1, 2016 through August 31, 2021.

8 9. “Class Release” and “Released Claims” mean all claims, rights, demands,
9 liabilities, and causes of action, whether statutory, in tort, contract, or otherwise, alleged in the
10 operative Complaint in this Action or that could have been alleged based on the facts pleaded in
11 the operative Complaint in this Action, arising during the period from April 1, 2016 through
12 August 31, 2021, including, but not limited to, claims under the California Labor Code, California
13 Industrial Welfare Commission Wage Orders, regulations, and/or all other provisions of law, for
14 failure to pay wages (including minimum wages, overtime and double time wages), failure to
15 provide compliant meal periods and associated premium pay, failure to provide compliant rest
16 periods and associated premium pay, failure to provide compliant wage statements, failure to
17 timely pay wages upon termination of employment, failure to timely pay wages during
18 employment, failure to maintain requisite payroll records, unreimbursed business expenses, and
19 unfair or unlawful business practices in violation of California Business and Professions Code §
20 17200, *et seq.* “Class Release” also includes any claims, rights, demands, liabilities, damages,
21 wages, benefits, expenses, penalties, debts, obligations, attorneys’ fees, costs, any other form of
22 relief or remedy in law, equity, or whatever kind or nature, and causes of action, that could
23 potentially arise from the receipt of any monies as a result of this Settlement by any member of
24 the Settlement Class. As to Plaintiff only, the Released Claims shall also include any and all of
25 his individual claims, whether known or unknown, arising under federal law or state law against
26 the Released Parties during the Class Period. The Parties understand and agree that Plaintiff is
27 not, by way of this release, releasing any workers’ compensation claims or any other claims which
28 cannot be released as a matter of Federal or California law. Notwithstanding the foregoing,

1 Plaintiff understands that this release includes known and unknown claims and that Plaintiff is, as
2 a result, waiving all rights and benefits afforded by Section 1542 of the California Civil Code,
3 which provides: **“A general release does not extend to claims that the creditor or releasing
4 party does not know or suspect to exist in his or her favor at the time of executing the release
5 and that, if known by him or her, would have materially affected his or her settlement with
6 the debtor or released party.”**

7 10. “Class Representative Enhancement Award” means the amount that the Court
8 authorizes to be paid to Plaintiff, in addition to his Individual Settlement Payment, in recognition
9 of his effort and risk in assisting with the prosecution of the Action.

10 11. “Court” means the Superior Court of the State of California, for the County of Los
11 Angeles.

12 12. “Defendant” means The Green Goddess, Inc.

13 13. “Defense Counsel” means Gregory L. Torres and Devin A. Bennett, of Knapp,
14 Petersen, & Clarke and Michael T. Karikomi of Katchko, Vitiello & Karikomi, P.C.

15 14. “Effective Date” means the date the Court’s order approving the settlement and
16 judgment thereon (“Judgment”) becomes final. For purposes of the Settlement Agreement, the
17 Court’s Judgment “becomes final” upon the later of: (i) if no appeal is filed, the expiration date
18 of the time for the filing or noticing of any appeal from, or other challenge to, the Court’s
19 Judgment (i.e., 30 calendar days after notice of entry of the Court’s Judgment); (ii) if an appeal
20 is filed, the date affirmance of an appeal of the Judgment becomes final; or (iii) if an appeal is
21 filed, the date of final dismissal of any appeal from the Judgment or the final dismissal of any
22 proceeding on review of any court of appeal decision relating to the Judgment.

23 15. “Gross Settlement Amount” means One Hundred Fifty Thousand Dollars and Zero
24 Cents (\$150,000.00). Other than Defendant’s payment of its tax obligations as an employer, the
25 aggregate amount owed by Defendant in settlement of this lawsuit shall not exceed One Hundred
26 Fifty Thousand Dollars and Zero Cents (\$150,000.00).

27 16. “Individual Settlement Payment” means the amount payable from the Net
28 Settlement Amount to: (a) each Settlement Class Member, who does not submit a valid Request

1 for Exclusion from this Settlement (i.e., opt out), after reduction for the employee's share of
2 taxes and withholdings with respect to the wages portion of the Individual Settlement Share;
3 and (b) each PAGA Member.

4 17. "LWDA Letter" is the letter dated January 9, 2020 that Plaintiff, through his
5 counsel, submitted to Defendant and the California Labor & Workforce Development Agency
6 pursuant to the Private Attorneys General Act of 2004 ("PAGA").

7 18. "Net Settlement Amount" means the Gross Settlement Amount, less Class Counsel
8 Award of Attorneys' Fees and Costs, Class Representative Enhancement Award, PAGA Payment,
9 and Settlement Administrator Costs.

10 19. "PAGA Member(s)" means all current and former nonexempt employees who
11 worked for Defendant in California during the PAGA Period of January 27, 2019 through August
12 31, 2021.

13 20. "PAGA Payment" means a payment of Three Thousand Dollars and Zero Cents
14 (\$3,000.00) made to the California Labor and Workforce Development Agency in exchange for
15 the release of claims under the Private Attorneys General Act of 2004, which represents 75% of
16 the Four Thousand Dollars and Zero Cents (\$4,000.00) total awarded to PAGA.

17 21. "PAGA Payment Ratio" means the respective Qualifying PAGA Workweeks for
18 each PAGA Member divided by the sum of Total PAGA Weeks Worked among all PAGA
19 Members.

20 22. "PAGA Period" means the period from January 27, 2019, one year and 65 days
21 prior to the date Plaintiff filed his complaint, through August 31, 2021.

22 23. "PAGA Release" means that the State of California, and each PAGA Member who
23 would pursue a representative action on behalf of the State of California, all of whom shall be
24 deemed to have released Defendant, and all of its parents, subsidiaries, affiliates, shareholders,
25 agents, predecessors, successors, and assigns, including Defendants' respective pension, profit
26 sharing, savings, health, and other employee benefit plans of any nature, from all claims for PAGA
27 and California Labor Code section 558 penalties that arise out of or relate to the factual allegations
28 in the LWDA Letter and pled in the Operative Complaint, from January 27, 2019 through August

31, 2021, including: failure to pay wages (including minimum wages, overtime and double time 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 their pro-rata share of the twenty-five percent (25%) of PAGA settlement (i.e., the \$1,000.00), to be calculated by the Settlement Administrator.

24. “Participating Class Member” means any Settlement Class Member who does not opt out of the Settlement by submitting a valid and timely Request for Exclusion.

25. “Parties” means Plaintiff and Defendant, collectively, and “Party” shall mean either Plaintiff or Defendant.

26. “Payment Ratio” means the respective Total Weeks Worked for each Settlement Class Member divided by the sum of Total Weeks Worked for all Settlement Class Members.

27. “Plaintiff” and “Class Representative” mean John Guth.

28. “Qualifying PAGA Workweeks” means the total number of Workweeks during which a Settlement Class Member worked for Defendant as a non-exempt employee during the PAGA Period and received a paystub.

29. “Released Parties” means Defendant and each of its predecessors in interest, successors in interest, and each parent, subsidiary, affiliate, predecessor or successor, and all agents, supervisory and/or exempt employees (current and former), shareholders, officers, directors, insurers and attorneys.

30. “Request for Exclusion” means a Settlement Class Member’s signed, written request to be excluded or “opt out” of the Settlement.

31. “Response Deadline” means the date forty-five (45) calendar days after the Settlement Administrator mails the Notice to Settlement Class Members and the last date on which Settlement Class Members may postmark written Requests for Exclusion, disputes to Total

Weeks Worked, or a Notice of Objection to the Settlement. For Settlement Class Members who are sent re-mailed Class Notices, the “Extended Response Deadline” shall mean forty-five (45) calendar days from the date the Settlement Administrator re-mails the Notice of Settlement to Class Members but not later than sixty (60) calendar days from the Response Deadline. The Extended Response Deadline is the last date on which Settlement Class Members who are sent re-mailed Class Notices may postmark written Requests for Exclusion, disputes to Total Weeks Worked, or a Notice of Objection to the Settlement.

32. “Settlement” means the full and complete resolution and disposition of the Action pursuant to this Agreement.

33. “Settlement Administration Costs” means the amount to be paid to the Settlement Administrator from the Gross Settlement Amount for administration of this Settlement, not to exceed Seven Thousand Dollars and Zero Cents (\$7,000.00), subject to good faith quotes obtained by Class Counsel.

34. “Settlement Administrator” means CPT Group, Inc.

35. “Settlement Class Members” means Class Members and all PAGA Members.

36. “Total Weeks Worked” and “Total Workweeks” mean the number of weeks or fraction thereof worked by Settlement Class Members during the relevant liability period at hand, whether it be Class Period or the PAGA Period..

37. “Workweek” means any regular workweek in which the Settlement Class Member worked on one or more calendar days.

RECITALS

38. Class Certification. The Parties stipulate and agree to the certification of this Action for purposes of this Settlement only. Should the Settlement not become final and effective as herein provided, class certification shall immediately be set aside and the Settlement Class immediately decertified. The Parties’ willingness to stipulate to class certification as part of the Settlement shall have no bearing on, and shall not be admissible in or considered in connection with, the issue of whether a class should be certified in a non-settlement context in this Action

1 and shall have no bearing on, and shall not be admissible or considered in connection with, the
2 issue of whether a class should be certified in this Action or any other lawsuit.

3 39. Procedural History. On April 1, 2020, Plaintiff filed a class and representative
4 PAGA action against Defendant for various wage and hour violations (i.e., the Action). Following
5 an exchange of informal discovery and mediation data to assess potential class-wide damages, the
6 Parties participated in a private mediation with experienced and respected mediator the Honorable
7 Louis M. Meisinger (retired) of Signature Resolution on August 25, 2021. The Parties settled after
8 the mediation via a mediator's proposal presented at the mediation as to all material terms for this
9 Settlement.

10 **TERMS OF AGREEMENT**

11 40. Release as to All Class Members/PAGA Members. As of the date that Defendant
12 has fully funded the Settlement, Plaintiff and the Settlement Class Members who are not excluded
13 from this Settlement and all PAGA Members, on behalf of themselves and each of their heirs,
14 representatives, successors, assigns and attorneys, shall be deemed to have released and
15 discharged Defendant and Released Parties from the Released Claims and PAGA Release as
16 consideration for Defendant's payment of the Gross Settlement Amount.

17 41. Tax Liability. The Parties make no representations as to the tax treatment or legal
18 effect of the payments called for hereunder, and Settlement Class Members shall not rely on any
19 statement or representation by the Parties in this regard.

20 42. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this
21 section, the "Acknowledging Party" and each Party to this Agreement other than the
22 Acknowledging Party, an "Other Party") acknowledges and agrees that (1) no provision of this
23 Agreement, and no written communication or disclosure between or among the Parties or their
24 attorneys and other advisers, is or was intended to be, nor shall any such communication or
25 disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United
26 States Treasury Department circular 230 (31 CFR part 10, as amended); (2) the Acknowledging
27 Party (a) has relied exclusively upon his, her or its own, independent legal and tax counsel for
28 advice (including tax advice) in connection with this Agreement, (b) has not entered into this

1 Agreement based upon the recommendation of any other party or any attorney or advisor to any
2 Other Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney
3 or adviser to any Other Party to avoid any tax penalty that may be imposed on the Acknowledging
4 Party; and (3) no attorney or adviser to any Other Party has imposed any limitation that protects
5 the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such
6 limitation is legally binding) upon disclosure by the Acknowledging Party of the tax treatment or
7 tax structure of any transaction, including any transaction contemplated by this Agreement.

8 43. Notice and Preliminary Approval of Settlement. As part of this Settlement,
9 Plaintiff will request that the Court: (a) grant preliminary approval of the Settlement, (b) certify a
10 Settlement Class, (c) approve distribution of Notice to Settlement Class Members, and (d) grant
11 final approval of the Settlement. Plaintiff shall request a hearing before the Court to obtain
12 preliminary approval of the Settlement. In conjunction with the hearing, Plaintiff will submit this
13 Agreement, which sets forth the terms of this Settlement, and will include a proposed Notice, as
14 necessary to implement the Settlement.

15 44. Settlement Administration. Within seven (7) business days after the Court grants
16 preliminary approval of this Agreement, Defendant shall provide the Settlement Administrator
17 with the Class Information for purposes of mailing the Notice to Settlement Class Members.

18 a. Notice by First Class U.S. Mail with Business Reply Mail Postage. Upon
19 receipt of the Class Information, the Settlement Administrator will perform a
20 search based on the National Change of Address Database to update and correct
21 any known or identifiable address changes. Within ten (10) business days after
22 receiving the Class Information from Defendant as provided herein, the Settlement
23 Administrator shall mail copies of the Notice to all Settlement Class Members via
24 regular First-Class U.S. Mail. The Settlement Administrator shall exercise its best
25 judgment to determine the current mailing address for each Settlement Class
26 Member. The address identified by the Settlement Administrator as the current
27 mailing address shall be presumed to be the best mailing address for each
28 Settlement Class Member.

1 i. Undeliverable Notices. Any Notice returned to the Settlement
2 Administrator as undeliverable on or before the Response Deadline shall be
3 re-mailed to the forwarding address affixed thereto. If no forwarding address
4 is provided, the Settlement Administrator shall promptly attempt to
5 determine a correct address by use of skip-tracing, or other search using the
6 name, address and/or Social Security number of the respective Settlement
7 Class Member, and shall then perform a re-mailing, if another mailing
8 address is identified by the Settlement Administrator. If a Settlement Class
9 Member's Notice is returned to the Settlement Administrator more than once
10 as non-deliverable on or before the Response Deadline, then an additional
11 Notice need not be re-mailed and the Settlement Class Member is deemed to
12 have received Notice. The Settlement Administrator shall email a Settlement
13 Class Member's Notice upon request and proper verification by the
14 Settlement Class Member or his or her counsel, provided a valid email
15 address is given.

16 ii. Re-mailed Notices. In the event the Settlement Administrator re-
17 mails a Notice to a Settlement Class Member, the Settlement Administrator
18 will update the Response Deadline on the re-mailed Notice to reflect the
19 applicable Extended Response Deadline or else will include a cover letter
20 indicating the applicable Extended Response Deadline.

21 b. No Claim Form Necessary. All Settlement Class Members who do not
22 request to be excluded (i.e., opt out) from the Settlement will receive Individual
23 Settlement Payments from the Net Settlement Amount; submission of a claim form
24 is not necessary to receive an Individual Settlement Payment. The estimated
25 Individual Settlement Payments will be stated in the Notice. This Settlement is
26 non-reversionary.

27 i. Disputes Regarding Individual Settlement Payments. Settlement
28 Class Members will have the opportunity, should they disagree with

1 Defendant's records regarding their employment dates or respective Total
2 Weeks Worked, to provide documentation and/or an explanation to correct
3 the information and seek modification of their estimated Individual
4 Settlement Payments. The Notice shall state that Settlement Class Members
5 who wish to dispute their Total Weeks Worked must submit their written
6 dispute, including documentation, by the Response Deadline or, if
7 applicable, Extended Response Deadline. The employment dates and Total
8 Weeks Worked provided by Defendant are presumed to be correct unless
9 documentation is timely provided to show otherwise. If there is a dispute, the
10 Settlement Administrator will consult with the Parties to determine whether
11 an adjustment is warranted. The Settlement Administrator shall determine
12 the eligibility for, and the amounts of, any Individual Settlement Payments
13 under the terms of this Agreement. The Settlement Administrator's
14 determination of the eligibility for and amount of any Individual Settlement
15 Payment shall be final and binding upon the Settlement Class Members and
16 the Parties.

17 ii. Disputes Regarding Administration of Settlement. Any disputes not
18 resolved concerning the administration of the Settlement will be resolved by
19 the Court, under the laws of the State of California. Prior to any such
20 involvement of the Court, counsel for the Parties will confer in good faith to
21 resolve the disputes without the necessity of involving the Court.

22 c. Requests for Exclusion. The Notice shall state that Settlement Class
23 Members who wish to exclude themselves from the Settlement (i.e., opt out) must
24 submit a written Request for Exclusion by the Response Deadline or, if applicable,
25 Extended Response Deadline. The written Request for Exclusion: (1) must contain
26 the name, address, telephone number and the last four digits of the Social Security
27 number and/or the Employee ID number of the person requesting exclusion, (2)
28 must be signed by the Settlement Class Member; (3) must be postmarked by the

1 Response Deadline and returned to the Settlement Administrator at the specified
2 address; and (4) must describe the Settlement Class Member's intent to request
3 exclusion, opt out, or words to that effect. If a signed Request for Exclusion is not
4 timely submitted stating the name and address of the Settlement Class Member, it
5 will not be deemed valid for exclusion from this Settlement. The date of the
6 postmark on the return mailing envelope of the Request for Exclusion shall be the
7 exclusive means used to determine whether the Request for Exclusion was timely
8 submitted. However, if the date of the postmark is illegible, the Settlement
9 Administrator shall take the earliest postmark date of other items it receives in the
10 mail that day and apply that postmark date to the Request for Exclusion. Any
11 Settlement Class Member who requests to be excluded from the Settlement Class
12 will not be entitled to any recovery under the Settlement and will not be bound by
13 the terms of the Settlement or have any right to object, appeal or comment thereon.
14 Settlement Class Members who fail to submit a valid and timely written Request
15 for Exclusion on or before the Response Deadline shall be bound by all terms of
16 the Settlement and any Judgment entered in this Action, if the Settlement is finally
17 approved by the Court.

18 i. No later than twenty-one (21) calendar days after the Response
19 Deadline, the Settlement Administrator shall provide counsel for Defendant
20 with a complete list of the names of all Settlement Class Members who have
21 timely submitted written Requests for Exclusion. Defendant also agrees to
22 provide Plaintiff and/or the Court the names of those Settlement Class
23 Members who timely request exclusion from the Settlement if ordered by the
24 Court for purposes of approving the Settlement or facilitating the
25 administration of the Settlement. Hereafter, none of the Parties or their
26 counsel shall seek to solicit or otherwise encourage members of the
27 Settlement Class to submit Requests for Exclusion from the Settlement.
28

1 ii. On a weekly basis, the Settlement Administrator shall provide the
2 Parties with a weekly report including the total valid and timely Requests for
3 Exclusion and the total number of Workweeks associated with those Class
4 Members.

5 iii. No later than thirty (30) calendar days after the Response Deadline,
6 the Settlement Administrator will provide Defendant with an accounting of
7 all payments and awards payable from the Gross Settlement Amount and the
8 identity of each Class Member who timely submitted a Request for
9 Exclusion.

10 d. Objections. The Notice shall state that Settlement Class Members who
11 wish to object to the Settlement may mail to the Settlement Administrator a written
12 statement of objection (“Notice of Objection”) by the Response Deadline or, if
13 applicable, Extended Response Deadline. The date of the postmark on the return
14 envelope shall be the exclusive means for determining that a Notice of Objection
15 was timely submitted. However, if the date of the postmark is illegible, the
16 Settlement Administrator shall take the earliest postmark date of other items it
17 receives in the mail that day and apply that postmark date to the objection. The
18 Notice of Objection must be signed by the Settlement Class Member and state: (1)
19 the full name, address, and telephone number of the Settlement Class Member; (2)
20 the last four digits of the Settlement Class Member’s Social Security number
21 and/or the Employee ID number; (3) the factual and/or legal basis for the objection;
22 and (4) whether he/she intends to appear at the final approval hearing. However, a
23 failure to express an intention of appearing or an intention of not appearing at the
24 final approval hearing shall not preclude the Settlement Class Member from being
25 heard at the final approval hearing. Class Counsel shall include all objections
26 received and Plaintiff’s response(s) with Plaintiff’s motion for final approval of
27 the Settlement. Class Counsel shall not represent any Settlement Class Members
28 with respect to any such objections.

1 e. No Solicitation of Settlement Objections or Exclusions. The Parties agree
2 to use their best efforts to carry out the terms of this Settlement. Hereafter, none of
3 the Parties or their counsel shall seek to solicit or otherwise encourage Settlement
4 Class Members to submit either Notices of Objection to the Settlement or Requests
5 for Exclusion from the Settlement, or to appeal from the Court's Final Judgment.

6 f. Notice of Final Judgment. Notice of the final judgment shall be posted to
7 the Settlement Administrator's website. Additionally, any Class Member who
8 calls Class Counsel, Defendant's Counsel, or the Settlement Administrator shall
9 also inform the Class Member of the final judgment.

10 45. Confirmatory Discovery. At the mediation, Defendant represented that its financial
11 condition does not permit it to fund a higher settlement amount nor fully fund the Gross Settlement
12 Amount any sooner than under the terms set forth in this Agreement. Defendant has agreed to
13 provide financial documents to Plaintiff's Counsel, to be specified by Plaintiff's Counsel, prior to
14 the time Plaintiff's Counsel must file the motion for preliminary approval (the "Confidential
15 Financial Discovery"). Defendant, through its counsel, shall provide Plaintiff's Counsel with the
16 requested Confidential Financial Discovery no later than February 25, 2022. The Parties agree
17 that the Confidential Financial Discovery will be provided for attorneys-eyes only and will not be
18 shown or otherwise communicated to Plaintiffs, Class Members, or anyone other than Plaintiffs'
19 Counsel and its retained consultants/experts. If ordered by the Court, the Confidential Financial
20 Documents shall be provided to the Court for in-camera review, unless the Court requires filing
21 of the Confidential Financial Documents, in which case Defendant, through its counsel, shall
22 request filing under seal.

23 46. Option to Terminate Settlement.

24 a. If the Confirmatory Discovery referenced in the preceding paragraph indicates
25 that Defendant's financial condition unequivocally permits it to fund a
26 substantially higher settlement amount in the opinion of Plaintiff's Counsel,
27 then Plaintiff's Counsel and Defense Counsel shall, within (5) calendar days
28 of receipt of the financial-related documents, meet and confer in good faith to

1 determine if there is a mistake in or a misunderstanding of the financial-related
2 documents. If such meet and confer efforts do not alter the opinion of
3 Plaintiff's Counsel, then Plaintiff shall have, in his sole discretion, the option
4 to terminate this Settlement and rescind this Agreement thereby returning the
5 Parties to the status quo as if this Agreement never existed. In such case,
6 Plaintiff's Counsel will notify Defense Counsel of the decision to terminate the
7 Settlement within fifteen (15) calendar days of receipt of the financial-related
8 documents requested, prior to filing the motion for preliminary approval. The
9 timing of this notice is material in that no settlement administration costs shall
10 have accrued yet.

11 47. Funding and Allocation of Gross Settlement Amount. Defendant will deposit
12 \$60,000 into a Qualified Settlement Fund ("QSF") with the Settlement Administrator within
13 fourteen (14) calendar days of the Court granting preliminary approval (the "First Installment").
14 The \$90,000 balance will be deposited into the QSF in six equal monthly installments of \$15,000
15 commencing thirty (30) calendar days from the date of the First Installment. For illustrative
16 purposes, Defendant shall deposit into the QSF the third installment of \$15,000 within thirty (30)
17 calendar days of the second installment. Thirty (30) calendar days after the fifth installment,
18 Defendant shall deposit the final and sixth installment of \$15,000 with the Settlement
19 Administrator into the QSF, which shall bring the QSF to \$150,000. Payments from the Gross
20 Settlement Amount shall be made, as specified in this Agreement and approved by the Court, for:
21 (1) Individual Settlement Payments to Settlement Class Members who do not request to be
22 excluded, (2) Class Representative Enhancement Award, (3) Class Counsel Award, (4) PAGA
23 Payment, and (5) the Settlement Administration Costs. Defendant's share of employer taxes on
24 the wage portion of the Individual Settlement Payments will be paid in addition to the Gross
25 Settlement Amount.

26 a. Individual Settlement Payments. Individual Settlement Payments will be
27 paid from the Net Settlement Amount and shall be paid pursuant to the terms set
28 forth herein. Individual Settlement Payments shall be mailed by regular First-Class

1 U.S. Mail to the respective Settlement Class Member's last known mailing address
2 within fourteen (14) calendar days after Defendant provides the full Gross
3 Settlement Amount to the Settlement Administrator for disbursement under this
4 Agreement. Individual Settlement Payments will be allocated as follows: 40% as
5 wages, 30% as penalties, and 30% as interest and expense reimbursement. Any
6 checks issued to Settlement Class Members shall remain valid and negotiable for
7 one hundred and eighty (180) days from the date of their issuance.

8 i. Calculation of Individual Settlement Payments. Defendant will
9 calculate the Total Weeks Worked by each Settlement Class Member. The
10 respective Total Weeks Worked for each Settlement Class Member will be
11 divided by the Total Weeks Worked for all Settlement Class Members who
12 do not opt out, resulting in the Payment Ratio for each Settlement Class
13 Member. Each Settlement Class Member's Payment Ratio is then
14 multiplied by the Net Settlement Amount to determine his or her Individual
15 Settlement Payment. Each Individual Settlement Payment will be reduced
16 by any legally mandated deductions for each Settlement Class Member.
17 With the exception of the Class Representative Enhancement Award for
18 the Class Representative, Settlement Class Members are not eligible to
19 receive any compensation under the Settlement other than Individual
20 Settlement Payments.

21 ii. Calculation of PAGA Payments. Defendant will calculate the Total
22 Workweeks during the PAGA Period for each Settlement Class Member.
23 The respective PAGA Payment for each PAGA Member will be calculated
24 by dividing the PAGA Member's Total Workweeks during the PAGA
25 Period by the Total Workweeks during the PAGA Period among all PAGA
26 Members, resulting in the PAGA Payment Ratio for each PAGA Member.
27 Each PAGA Member's Payment Ratio is then multiplied by the \$1,000
28 allocated to all PAGA Members to determine his or her respective PAGA

1 Payment. Each PAGA Payment will not be reduced by any deductions and
2 will be issued on a 1099.

3 b. Uncashed Settlement Checks. Funds represented by Individual Settlement
4 Payment checks returned as undeliverable and Individual Settlement Payment
5 checks remaining uncashed for more than one hundred and eighty (180) calendar
6 days after issuance, plus any accrued interest in the Settlement Administrator's
7 qualified settlement fund that has not otherwise been distributed, will be tendered
8 to the California State Controller's Office's Unclaimed Property Division in the
9 name of the Participating Class Member.

10 c. Class Representative Enhancement Award. Subject to Court approval, in
11 exchange for the release of all Released Claims, a general release under
12 Section 1542 of the California Civil Code, and for his time, effort, and risk in
13 bringing and prosecuting this matter, Plaintiff John Guth shall be paid up to Five
14 Thousand Dollars and Zero Cents (\$5,000.00), subject to Court approval. The
15 Class Representative Enhancement Award shall be paid to Plaintiff from the Gross
16 Settlement Amount no later than fourteen (14) calendar days after Defendant
17 tenders all funds to the Settlement Administrator for disbursement under this
18 Agreement. Any portion of the requested Class Representative Enhancement
19 Award that is not awarded to the Class Representative shall be part of the Net
20 Settlement Amount and shall be distributed to Settlement Class Members as
21 provided in this Agreement. The Settlement Administrator shall issue an IRS
22 Form 1099-MISC to Plaintiff for his Class Representative Enhancement Award.
23 Plaintiff shall be solely and legally responsible to pay any and all applicable taxes
24 on his Class Representative Enhancement Award and shall hold harmless
25 Defendant and Released Parties from any claim or liability for taxes, penalties, or
26 interest arising as a result of the Class Representative Enhancement Award. The
27 Class Representative Enhancement Award shall be in addition to the Plaintiff's
28 Individual Settlement Payment as a Settlement Class Member.

1 d. Class Counsel Award. Defendant agrees not to oppose or object to any
2 application or motion by Class Counsel for attorneys' fees not to exceed Fifty
3 Thousand Dollars and Zero Cents (\$50,000.00) of the Gross Settlement Amount.
4 Defendant also agrees not to oppose any application or motion by Class Counsel
5 for the reimbursement of actual costs of up to Twenty-Three Thousand Dollars
6 (\$23,000), subject to submission of itemized costs to the Court, associated with
7 Class Counsel's prosecution of this Action from the Gross Settlement Amount,
8 and Class Counsel agrees not to appeal any award of attorneys' fees or costs. Any
9 portion of the requested Class Counsel Award that is not awarded to Class Counsel
10 shall be part of the Net Settlement Amount and distributed to Settlement Class
11 Members as provided in this Agreement. So long as there are no objections, Class
12 Counsel shall be paid any Court-approved fees and costs no later than fourteen
13 (14) calendar days after Defendant tenders all funds to the Settlement
14 Administrator for disbursement under this Agreement. Class Counsel shall be
15 solely and legally responsible to pay all applicable taxes on the payment made
16 pursuant to this paragraph. The Settlement Administrator shall issue an IRS
17 Form 1099-MISC to Class Counsel for the payments made pursuant to this
18 paragraph. This Settlement is not contingent upon the Court awarding Class
19 Counsel any particular amount in attorneys' fees and costs.

20 e. PAGA Payment. Four Thousand Dollars and Zero Cents (\$4,000.00) shall
21 be allocated to the release of Plaintiff's PAGA claim. From that allocation, the
22 Settlement Administrator shall make the PAGA Payment to the California Labor
23 and Workforce Development Agency in the amount of Three Thousand Dollars
24 and Zero Cents (\$3,000.00). The PAGA Payment will be paid from the Gross
25 Settlement Amount within fourteen (14) calendar days after Defendant tenders the
26 full Gross Settlement Amount to the Settlement Administrator for disbursement
27 under this Agreement. The remaining One Thousand Dollars and Zero Cents
28 (\$1,000.00) of the amount allocated to the PAGA Release and shall be included as

1 part of the Net Settlement Amount for payment to PAGA Members regardless of
2 whether they request to be excluded from the Settlement. In light of the binding
3 nature of a PAGA judgment on non-party employees pursuant to *Arias v. Superior*
4 *Ct. (Dairy)*, 46 Cal. 4th 969 (2009), PAGA Members who exclude themselves
5 from the Class Settlement shall still receive their pro-rata share of the twenty-five
6 percent (25%) of PAGA settlement (i.e., the \$1,000.00), to be calculated by the
7 Settlement Administrator.

8 f. Settlement Administration Costs. The Settlement Administrator shall be
9 paid for the costs of administration of the Settlement from the Gross Settlement
10 Amount. The capped cost of administration for this Settlement is Seven Thousand
11 Dollars and Zero Cents (\$7,000.00). The Settlement Administrator shall provide
12 the Parties with a declaration to support the cost of administration. The Settlement
13 Administrator shall be paid the Settlement Administration Costs no later
14 than five (5) calendar days after Defendant tenders all funds to the Settlement
15 Administrator for disbursement under this Agreement. The Settlement
16 Administrator, on Defendant's behalf, shall have the authority and obligation to
17 make payments, credits and disbursements, including in the manner set forth
18 herein, to Settlement Class Members and the Internal Revenue Service, calculated
19 in accordance with the methodology set out in this Agreement and orders of the
20 Court.

21 i. The Parties agree to cooperate in the Settlement Administration
22 process and to make all reasonable efforts to control and minimize the cost
23 and expenses incurred in administration of the Settlement. The Parties each
24 represent they do not have any financial interest in the Settlement
25 Administrator or otherwise have a relationship with the Settlement
26 Administrator that could create a conflict of interest.

27 The Settlement Administrator shall be responsible for: processing and
28 mailing payments and associated W-2, 1099, or other tax forms to the

1 Plaintiff, Class Counsel, Settlement Class Members, the Internal Revenue
2 Service, the California Labor and Workforce Development Agency,
3 California State Treasury, the Unclaimed Property Division of the
4 California State Controller Office, and/or any other appropriate
5 government authorities, including forwarding all payroll taxes,
6 contributions, and withholdings to the appropriate government authorities.
7 The Settlement Administrator shall also be responsible for printing, and
8 mailing the Notice to the Settlement Class Members, as directed by the
9 Court; receiving and reporting the Requests for Exclusion and Notices of
10 Objection submitted by Settlement Class Members; completing all tax
11 reporting, withholdings, and payments to the Internal Revenue Service and
12 the California Franchise Tax Board; providing declaration(s) and reports
13 as necessary in support of preliminary and final approval of this Settlement
14 and upon completion of this settlement; and other tasks as the Parties
15 mutually agree or the Court orders the Settlement Administrator to perform
16 both before and after distribution of the Gross Settlement Amount. The
17 Settlement Administrator shall keep the Parties timely apprised of the
18 performance of all Settlement Administrator responsibilities.

19 g. No person shall have any claim against Defendant, Defense Counsel,
20 Plaintiff, Settlement Class Members, Class Counsel or the Settlement
21 Administrator based on distributions and payments made in accordance with this
22 Agreement.

23 48. Declarations by Settlement Administrator. The Settlement Administrator shall
24 submit a declaration in support of Plaintiff's Motion for Preliminary Approval of this Settlement
25 detailing its qualifications, experience, and estimated costs for administration of this Settlement.
26 The Settlement Administrator shall submit a declaration in support of Plaintiff's Motion for Final
27 Approval of this Settlement detailing the number of Notices mailed and re-mailed to Settlement
28 Class Members, the number of undeliverable Notices, the number of timely Requests for

1 Exclusion, the number of timely and late objections received, if any, the amount of the average
2 Individual Settlement Payment and maximum and minimum Individual Settlement Payments, the
3 Settlement Administration Costs, and any other information as the Parties mutually agree or the
4 Court orders the Settlement Administrator to provide. If the Motion for Final Approval is filed
5 prior to the Response Deadline, the Settlement Administrator shall, if requested to do so, submit
6 a Supplemental Declaration following the Response deadline, updating the information set forth
7 above. Upon distribution of settlement funds to all recipients, within thirty (30) days after the
8 check stale date, the Settlement Administrator shall submit to Class Counsel a Declaration of
9 Compliance detailing the payment of all settlement funds, including the number of checks
10 negotiated and corresponding dollar value, the number of checks not negotiated and
11 corresponding dollar value, the completion of the forwarding of the value(s) of the uncashed
12 checks to the Unclaimed Property Division, and the payment of funds to Class Counsel and to the
13 LWDA.

14 49. Final Settlement Approval Hearing and Entry of Final Judgment. Upon expiration
15 of the Response Deadline, with the Court's permission, a Final Approval/Settlement Fairness
16 Hearing shall be conducted to determine final approval of the Settlement along with the amount
17 properly payable for (i) the Class Counsel Award, (ii) the Class Representative Enhancement
18 Award, (iii) Individual Settlement Payments, (iv) the Settlement Administration Cost, and (v) the
19 PAGA Payment. Pursuant to California Rule of Court 3.769(h), after granting final approval, the
20 Court shall retain jurisdiction over the Parties to enforce the terms of the judgment.

21 50. Omitted Class Members. If additional individuals not originally included on the
22 Class List provided to the Settlement Administrator are discovered after Class Notices have been
23 distributed and no later than thirty-five (35) calendar days before the Effective Date as defined in
24 paragraph 14 of this Agreement, Defendant shall, in good faith, make a determination as to
25 whether those individuals should be deemed Settlement Class Members and entitled to participate
26 in the Settlement. If Defendant determines that the omitted individual is a Settlement Class
27 Member, the third-party administrator shall mail the individual a Class Notice as provided in
28 paragraph 42(a) and recalculate the Individual Settlement Payments of all Settlement Class

Members by the formula set forth herein to include any additional Weeks Worked by any additional individuals determined to be Settlement Class Members. The Omitted Class Member will have until the calendar day before Individual Settlement Payments are mailed by the third-party administrator as provided in paragraph 42 of this Agreement to submit a Request for Exclusion or Objection. If additional individuals not originally included on the Class List are discovered later than thirty-five (35 days) before the Effective Date, those individuals shall not be deemed Settlement Class Members, will not receive payment, and will not release claims against Defendant or Released Parties. In the event there is a dispute regarding the Total Weeks Worked by the Omitted Class Member, the provisions of paragraph 42(b)(i) of this Agreement shall govern the dispute regarding the Total Weeks Worked by the Omitted Class Member.

51. Nullification of Settlement Agreement. In the event: (i) the Court does not enter an order for preliminary approval; (ii) the Court does not enter an order for final approval; (iii) the Court does not enter a Final Judgment, (iv) the Effective Date is not triggered, or (v) the Settlement does not become final, this Settlement Agreement shall be null and void and any order or judgment entered by the Court in furtherance of this Settlement shall be treated as void from the beginning. In such case, Defendant shall not make any payment under this Agreement, and the Parties shall proceed in all respects as if this Agreement had not been executed, except that any fees already incurred by the Settlement Administrator shall be paid by Plaintiff and Defendant in equal shares.

52. No Effect on Employee Benefits. Amounts paid to Plaintiff or other Settlement Class Members pursuant to this Agreement shall be deemed not to be pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any of the employee benefits (e.g., vacations, holiday pay, retirement plans, etc.) of the Plaintiff or Settlement Class Members.

53. Publicity. The Parties and their counsel agree that they will not issue any press releases or initiate any contact with the media about the fact, amount, or terms of the Settlement or this Agreement. If counsel for either Party receives an inquiry about the Settlement from the media or other attorneys, counsel may respond only after the motion for preliminary approval has been filed and only by confirming the accurate terms of the Settlement. Nothing in this provision

1 shall prevent Defendant from making any required disclosure.

2 54. No Admission by Defendant. Defendant denies any and all claims alleged in this
3 Action and denies all wrongdoing whatsoever. This Agreement is not a concession or admission
4 of any liability or wrongdoing by Defendant, and it shall not be used against Defendant as an
5 admission with respect to any claim of fault, concession or omission by Defendant.

6 55. Exhibits and Headings. The terms of this Agreement include the terms set forth in
7 the attached exhibit, which is incorporated by this reference as though fully set forth herein. The
8 exhibit to this Agreement is an integral part of the Settlement; however, the terms of this
9 Agreement control in case of conflict. The descriptive headings of any paragraphs or sections of
10 this Agreement are inserted for convenience of reference only.

11 56. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the
12 Action, except such proceedings necessary to implement and complete the Settlement, pending
13 the Final Approval/Settlement Fairness Hearing to be conducted by the Court.

14 57. Amendment or Modification. This Agreement may be amended or modified only
15 by a written instrument signed by counsel for all Parties or their successors-in-interest. All
16 amendments or modifications to this Agreement must also be approved by the Court.

17 58. Entire Agreement. This Agreement constitutes, including **Exhibit A**, the entire
18 Agreement among these Parties, and no oral or written representations, warranties or inducements
19 have been made to any Party concerning this Agreement or its exhibit other than the
20 representations, warranties and covenants contained and memorialized in the Agreement and its
21 exhibit.

22 59. Authorization to Enter into Settlement Agreement. Counsel for the Parties warrant
23 and represent they are expressly authorized by the Party whom they each represent to negotiate
24 this Agreement and to take all appropriate actions required or permitted to be taken by such Parties
25 pursuant to this Agreement to effectuate its terms, and to execute any other documents required
26 to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each
27 other and use their best efforts to effect the implementation of the Settlement. In the event the
28 Parties are unable to reach an agreement on the form or content of any document needed to

1 implement the Settlement, or on any supplemental provisions that may become necessary to
2 effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve
3 such disagreement. The person signing this Agreement on behalf of Defendant represents and
4 warrants that he/she is authorized to sign this Agreement on behalf of Defendant. The person
5 signing this Agreement on behalf of Plaintiff represents and warrants that he/she is authorized to
6 sign this Agreement and that he/she has not assigned any claim, or part of a claim, covered by this
7 Settlement to a third-party.

8 60. Binding on Successors and Assigns. This Agreement shall be binding upon, and
9 inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

10 61. California Law Governs. All terms of this Agreement and the exhibit hereto shall
11 be governed by and interpreted according to the laws of the State of California.

12 62. Counterparts. This Agreement may be executed in one or more counterparts. All
13 executed counterparts together shall be deemed to be one and the same instrument.

14 63. This Settlement Is Fair, Adequate, and Reasonable. The Parties believe this
15 Settlement is a fair, adequate, and reasonable settlement of this Action and have arrived at this
16 Settlement after extensive arm's-length negotiations, taking into account all relevant factors,
17 present and potential.

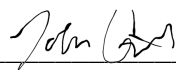
18 64. Jurisdiction of the Court. In accordance with California Rule of Court 3.769(h),
19 the Parties agree that the Court shall retain jurisdiction with respect to the interpretation,
20 implementation and enforcement of the terms of this Agreement and all orders and judgments
21 entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction
22 of the Court for purposes of interpreting, implementing and enforcing the Settlement embodied
23 in this Agreement and all orders and judgments entered in connection therewith.

24 65. Invalidity of Any Provision. Before declaring any provision of this Agreement
25 invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible
26 consistent with applicable precedents so as to define all provisions of this Agreement valid and
27 enforceable.

28 [signatures to follow]

PLAINTIFF

Date: July 15, 2022



John Guth

CLASS COUNSEL

Shegerian & Associates, Inc.

Date: July 15, 2022



Cheryl A. Kenner

Attorneys for Plaintiff and the Proposed Class

DEFENDANT

Date: _____

By: John Chadwick
Defendant The Green Goddess, Inc.

DEFENDANT'S COUNSEL

KNAPP PETERSEN & CLARKE

Date: _____

Gregory L. Torres
Devin A. Bennett
Attorneys for Defendant

KATCHKO, VITIELLO & KARIKOMI, P.C.

Date: _____

Michael T. Karikomi
Attorneys for Defendant

1 **PLAINTIFF**

2
3 Date: _____

John Guth

4
5 **CLASS COUNSEL**

6 Shegerian & Associates, Inc.

7 Date: _____

Cheryl A. Kenner

8 Attorneys for Plaintiff and the Proposed Class

9
10 **DEFENDANT**

11
12 Date: 7/20/2022

By: John Chadwick Huffman

13 Defendant The Green Goddess, Inc.

14
15 **DEFENDANT'S COUNSEL**

16 KNAPP PETERSEN & CLARKE

17
18 Date: July 20, 2022

Gregory L. Torres

19 Devin A. Bennett

20 Attorneys for Defendant

21 KATCHKO, VITIELLO & KARIKOMI, P.C.

22
23 Date: July 20, 2022

Michael T. Karikomi

24 Attorneys for Defendant