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7 Attorneys for Plaintiff JOHN GUTH,
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

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

Complaint Filed: April 1, 2020

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10 Attorneys for Defendant THE GREEN GODDESS,
11 INC.

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

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

5 9. “Class Release” and “Released Claims” mean all claims, rights, demands,
6 liabilities, and causes of action, whether statutory, in tort, contract, or otherwise, alleged in the
7 operative Complaint in this Action or that could have been alleged based on the facts pleaded in
8 the operative Complaint in this Action, arising during the period from April 1, 2016 through
9 August 31, 2021, including, but not limited to, claims under the California Labor Code, California
10 Industrial Welfare Commission Wage Orders, regulations, and/or all other provisions of law, for
11 failure to pay wages (including minimum wages, overtime and double time wages), failure to
12 provide compliant meal periods and associated premium pay, failure to provide compliant rest
13 periods and associated premium pay, failure to provide compliant wage statements, failure to
14 timely pay wages upon termination of employment, failure to timely pay wages during
15 employment, failure to maintain requisite payroll records, unreimbursed business expenses, and
16 unfair or unlawful business practices in violation of California Business and Professions Code §
17 17200, *et seq.* “Class Release” also includes any claims, rights, demands, liabilities, damages,
18 wages, benefits, expenses, penalties, debts, obligations, attorneys’ fees, costs, any other form of
19 relief or remedy in law, equity, or whatever kind or nature, and causes of action, that could
20 potentially arise from the receipt of any monies as a result of this Settlement by any member of
21 the Settlement Class. As to Plaintiff only, the Released Claims shall also include any and all of
22 his individual claims, whether known or unknown, arising under federal law or state law against
23 the Released Parties during the Class Period. The Parties understand and agree that Plaintiff is
24 not, by way of this release, releasing any workers’ compensation claims or any other claims which
25 cannot be released as a matter of Federal or California law. Notwithstanding the foregoing,
26 Plaintiff understands that this release includes known and unknown claims and that Plaintiff is, as
27 a result, waiving all rights and benefits afforded by Section 1542 of the California Civil Code,
28 which provides: “**A general release does not extend to claims that the creditor or releasing**

1 **party does not know or suspect to exist in his or her favor at the time of executing the release**
2 **and that, if known by him or her, would have materially affected his or her settlement with**
3 **the debtor or released party.”**

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

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

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

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

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

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

24 16. “Individual Settlement Payment” means the amount payable from the Net
25 Settlement Amount to: (a) each Settlement Class Member, who does not submit a valid Request
26 for Exclusion from this Settlement (i.e., opt out), after reduction for the employee’s share of
27 taxes and withholdings with respect to the wages portion of the Individual Settlement Share;
28 and (b) each PAGA Member.

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

4 18. “Net Settlement Amount” means the Gross Settlement Amount, less Class Counsel
5 Award of Attorneys’ Fees and Costs, Class Representative Enhancement Award, PAGA Payment,
6 and Settlement Administrator Costs.

7 19. “PAGA Member(s)” means all current and former nonexempt employees who
8 worked for Defendant in California during the PAGA Period of January 27, 2019 through August
9 31, 2021.

10 20. “PAGA Payment” means a payment of Three Thousand Dollars and Zero Cents
11 (\$3,000.00) made to the California Labor and Workforce Development Agency in exchange for
12 the release of claims under the Private Attorneys General Act of 2004, which represents 75% of
13 the Four Thousand Dollars and Zero Cents (\$4,000.00) total awarded to PAGA.

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

16 22. “PAGA Release” means that the State of California, and each PAGA Member who
17 would pursue a representative action on behalf of the State of California, all of whom shall be
18 deemed to have released Defendant, and all of its parents, subsidiaries, affiliates, shareholders,
19 agents, predecessors, successors, and assigns, including Defendants’ respective pension, profit
20 sharing, savings, health, and other employee benefit plans of any nature, from all claims for PAGA
21 and California Labor Code section 558 penalties that arise out of or relate to the factual allegations
22 in the LWDA Letter and pled in the Operative Complaint, from January 27, 2019 through August
23 31, 2021, including: failure to pay wages (including minimum wages, overtime and double time
24 wages), failure to provide compliant meal periods and associated premium pay, failure to provide
25 compliant rest periods and associated premium pay, failure to provide compliant wage statements,
26 failure to timely pay wages upon termination of employment, failure to timely pay wages during
27 employment, failure to maintain requisite payroll records, and unreimbursed business expenses.
28 In light of the binding nature of a PAGA judgment on non-party employees pursuant to *Arias v.*

1 *Superior Ct. (Dairy)*, 46 Cal. 4th 969 (2009), PAGA Members who exclude themselves from the
2 Class Settlement shall still receive their pro-rata share of the twenty-five percent (25%) of PAGA
3 settlement (i.e., the \$1,000.00), to be calculated by the Settlement Administrator.

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

6 24. “Parties” means Plaintiff and Defendant, collectively, and “Party” shall mean
7 either Plaintiff or Defendant.

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

10 26. “Plaintiff” and “Class Representative” mean John Guth.

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

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

16 29. “Response Deadline” means the date sixty (60) calendar days after the Settlement
17 Administrator mails the Notice to Settlement Class Members and the last date on which
18 Settlement Class Members may postmark written Requests for Exclusion or a Notice of Objection
19 to the Settlement. This 60-day period factors in additional time in the instance Notice Packets are
20 re-mailed to Settlement Class Members, so no extensions to the Response Deadline will be made.

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

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

27 32. “Settlement Administrator” means CPT Group, Inc.

28 33. “Settlement Class Members” means Class Members and all PAGA Members.

34. “Total Weeks Worked” means the aggregate total number of Workweeks worked by all Settlement Class Members during the Class Period.

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

RECITALS

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

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

TERMS OF AGREEMENT

38. Release as to All Class Members. As of the date that Defendant has fully funded the Settlement, Plaintiff and the Settlement Class Members who are not excluded from this Settlement, on behalf of themselves and each of their heirs, representatives, successors, assigns and attorneys, shall be deemed to have released and discharged Defendant and Released Parties from the Released Claims as consideration for Defendant’s payment of the Gross Settlement Amount.

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

4 40. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this
5 section, the “Acknowledging Party” and each Party to this Agreement other than the
6 Acknowledging Party, an “Other Party”) acknowledges and agrees that (1) no provision of this
7 Agreement, and no written communication or disclosure between or among the Parties or their
8 attorneys and other advisers, is or was intended to be, nor shall any such communication or
9 disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United
10 States Treasury Department circular 230 (31 CFR part 10, as amended); (2) the Acknowledging
11 Party (a) has relied exclusively upon his, her or its own, independent legal and tax counsel for
12 advice (including tax advice) in connection with this Agreement, (b) has not entered into this
13 Agreement based upon the recommendation of any other party or any attorney or advisor to any
14 Other Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney
15 or adviser to any Other Party to avoid any tax penalty that may be imposed on the Acknowledging
16 Party; and (3) no attorney or adviser to any Other Party has imposed any limitation that protects
17 the confidentiality of any such attorney’s or adviser’s tax strategies (regardless of whether such
18 limitation is legally binding) upon disclosure by the Acknowledging Party of the tax treatment or
19 tax structure of any transaction, including any transaction contemplated by this Agreement.

20 41. Notice and Preliminary Approval of Settlement. As part of this Settlement,
21 Plaintiff will request that the Court: (a) grant preliminary approval of the Settlement, (b) certify a
22 Settlement Class, (c) approve distribution of Notice to Settlement Class Members, and (d) grant
23 final approval of the Settlement. Plaintiff shall request a hearing before the Court to obtain
24 preliminary approval of the Settlement. In conjunction with the hearing, Plaintiff will submit this
25 Agreement, which sets forth the terms of this Settlement, and will include a proposed Notice, as
26 necessary to implement the Settlement.

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

4 a. Notice by First Class U.S. Mail with Business Reply Mail Postage. Upon
5 receipt of the Class Information, the Settlement Administrator will perform a
6 search based on the National Change of Address Database to update and correct
7 any known or identifiable address changes. Within ten (10) business days after
8 receiving the Class Information from Defendant as provided herein, the Settlement
9 Administrator shall mail copies of the Notice to all Settlement Class Members via
10 regular First-Class U.S. Mail. The Settlement Administrator shall exercise its best
11 judgment to determine the current mailing address for each Settlement Class
12 Member. The address identified by the Settlement Administrator as the current
13 mailing address shall be presumed to be the best mailing address for each
14 Settlement Class Member.

15 i. Undeliverable Notices. Any Notice returned to the Settlement
16 Administrator as undeliverable on or before the Response Deadline shall be
17 re-mailed to the forwarding address affixed thereto. If no forwarding address
18 is provided, the Settlement Administrator shall promptly attempt to
19 determine a correct address by use of skip-tracing, or other search using the
20 name, address and/or Social Security number of the respective Settlement
21 Class Member, and shall then perform a re-mailing, if another mailing
22 address is identified by the Settlement Administrator. If a Settlement Class
23 Member's Notice is returned to the Settlement Administrator more than once
24 as non-deliverable on or before the Response Deadline, then an additional
25 Notice need not be re-mailed and the Settlement Class Member is deemed to
26 have received Notice. The Settlement Administrator shall email a Settlement
27 Class Member's Notice upon request and proper verification by the
28

1 Settlement Class Member or his or her counsel, provided a valid email
2 address is given.

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

9 i. Disputes Regarding Individual Settlement Payments. Settlement
10 Class Members will have the opportunity, should they disagree with
11 Defendant's records regarding their employment dates or respective Total
12 Weeks Worked, to provide documentation and/or an explanation to correct
13 the information and seek modification of their estimated Individual
14 Settlement Payments. The employment dates and Total Weeks Worked
15 provided by Defendant are presumed to be correct unless documentation is
16 timely provided to show otherwise. If there is a dispute, the Settlement
17 Administrator will consult with the Parties to determine whether an
18 adjustment is warranted. The Settlement Administrator shall determine the
19 eligibility for, and the amounts of, any Individual Settlement Payments under
20 the terms of this Agreement. The Settlement Administrator's determination
21 of the eligibility for and amount of any Individual Settlement Payment shall
22 be final and binding upon the Settlement Class Members and the Parties.

23 ii. Disputes Regarding Administration of Settlement. Any disputes not
24 resolved concerning the administration of the Settlement will be resolved by
25 the Court, under the laws of the State of California. Prior to any such
26 involvement of the Court, counsel for the Parties will confer in good faith to
27 resolve the disputes without the necessity of involving the Court.
28

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

24 i. No later than twenty-one (21) calendar days after the Response
25 Deadline, the Settlement Administrator shall provide counsel for Defendant
26 with a complete list of the names of all Settlement Class Members who have
27 timely submitted written Requests for Exclusion. Defendant also agrees to
28 provide Plaintiff and/or the Court the names of those Settlement Class

Members who timely request exclusion from the Settlement if ordered by the Court for purposes of approving the Settlement or facilitating the administration of the Settlement. Hereafter, none of the Parties or their counsel shall seek to solicit or otherwise encourage members of the Settlement Class to submit Requests for Exclusion from the Settlement.

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

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

d. Objections. The Notice shall state that Settlement Class Members who wish to object to the Settlement may mail to the Settlement Administrator a written statement of objection (“Notice of Objection”) by the Response Deadline. The date of the postmark on the return envelope shall be the exclusive means for determining that a Notice of Objection was timely submitted. However, if the date of the postmark is illegible, the Settlement Administrator shall take the earliest postmark date of other items it receives in the mail that day and apply that postmark date to the objection. The Notice of Objection must be signed by the Settlement Class Member and state: (1) the full name, address, and telephone number of the Settlement Class Member; (2) the last four digits of the Settlement Class Member’s Social Security number and/or the Employee ID number; (3) the factual and/or legal basis for the objection; and (4) whether he/she intends to appear at the final approval hearing. However, a failure to express an intention of appearing or an intention of not appearing at the final approval hearing shall not preclude the

1 Settlement Class Member from being heard at the final approval hearing. Class
2 Counsel shall include all objections received and Plaintiff's response(s) with
3 Plaintiff's motion for final approval of the Settlement. Class Counsel shall not
4 represent any Settlement Class Members with respect to any such objections.

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

10 43. 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 44. 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

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

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

a. Individual Settlement Payments. Individual Settlement Payments will be paid from the Net Settlement Amount and shall be paid pursuant to the terms set 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 b. Uncashed Settlement Checks. Funds represented by Individual Settlement
22 Payment checks returned as undeliverable and Individual Settlement Payment
23 checks remaining uncashed for more than one hundred and eighty (180) calendar
24 days after issuance, plus any accrued interest in the Settlement Administrator's
25 qualified settlement fund that has not otherwise been distributed, will be tendered
26 to the California State Controller's Office's Unclaimed Property Division in the
27 name of the Participating Class Member.
28

1 c. Class Representative Enhancement Award. Subject to Court approval, in
2 exchange for the release of all Released Claims, a general release under
3 Section 1542 of the California Civil Code, and for his time, effort, and risk in
4 bringing and prosecuting this matter, Plaintiff John Guth shall be paid up to Five
5 Thousand Dollars and Zero Cents (\$5,000.00), subject to Court approval. The
6 Class Representative Enhancement Award shall be paid to Plaintiff from the Gross
7 Settlement Amount no later than seven (7) calendar days after Defendant tenders
8 all funds to the Settlement Administrator for disbursement under this Agreement.
9 Any portion of the requested Class Representative Enhancement Award that is not
10 awarded to the Class Representative shall be part of the Net Settlement Amount
11 and shall be distributed to Settlement Class Members as provided in this
12 Agreement. The Settlement Administrator shall issue an IRS Form 1099-MISC to
13 Plaintiff for his Class Representative Enhancement Award. Plaintiff shall be solely
14 and legally responsible to pay any and all applicable taxes on his Class
15 Representative Enhancement Award and shall hold harmless Defendant and
16 Released Parties from any claim or liability for taxes, penalties, or interest arising
17 as a result of the Class Representative Enhancement Award. The Class
18 Representative Enhancement Award shall be in addition to the Plaintiff's
19 Individual Settlement Payment as a Settlement Class Member.

20 d. Class Counsel Award. Defendant agrees not to oppose or object to any
21 application or motion by Class Counsel for attorneys' fees not to exceed Fifty
22 Thousand Dollars and Zero Cents (\$50,000.00) of the Gross Settlement Amount.
23 Defendant also agrees not to oppose any application or motion by Class Counsel
24 for the reimbursement of actual costs of up to Twenty-Three Thousand Dollars
25 (\$23,000), subject to submission of itemized costs to the Court, associated with
26 Class Counsel's prosecution of this Action from the Gross Settlement Amount,
27 and Class Counsel agrees not to appeal any award of attorneys' fees or costs. Any
28 portion of the requested Class Counsel Award that is not awarded to Class Counsel

1 shall be part of the Net Settlement Amount and distributed to Settlement Class
2 Members as provided in this Agreement. So long as there are no objections, Class
3 Counsel shall be paid any Court-approved fees and costs no later than five (5)
4 calendar days after Defendant tenders all funds to the Settlement Administrator for
5 disbursement under this Agreement. Class Counsel shall be solely and legally
6 responsible to pay all applicable taxes on the payment made pursuant to this
7 paragraph. The Settlement Administrator shall issue an IRS Form 1099–MISC to
8 Class Counsel for the payments made pursuant to this paragraph. This Settlement
9 is not contingent upon the Court awarding Class Counsel any particular amount in
10 attorneys’ fees and costs.

11 e. PAGA Payment. Four Thousand Dollars and Zero Cents (\$4,000.00) shall
12 be allocated to the release of Plaintiff’s PAGA claim. From that allocation, the
13 Settlement Administrator shall make the PAGA Payment to the California Labor
14 and Workforce Development Agency in the amount of Three Thousand Dollars
15 and Zero Cents (\$3,000.00). The PAGA Payment will be paid from the Gross
16 Settlement Amount within fourteen (14) calendar days after Defendant tenders the
17 full Gross Settlement Amount to the Settlement Administrator for disbursement
18 under this Agreement. The remaining One Thousand Dollars and Zero Cents
19 (\$1,000.00) of the amount allocated to the PAGA Release and shall be included as
20 part of the Net Settlement Amount for payment to PAGA Members regardless of
21 whether they request to be excluded from the Settlement. In light of the binding
22 nature of a PAGA judgment on non-party employees pursuant to *Arias v. Superior*
23 *Ct. (Dairy)*, 46 Cal. 4th 969 (2009), PAGA Members who exclude themselves
24 from the Class Settlement shall still receive their pro-rata share of the twenty-five
25 percent (25%) of PAGA settlement (i.e., the \$1,000.00), to be calculated by the
26 Settlement Administrator.

27 f. Settlement Administration Costs. The Settlement Administrator shall be
28 paid for the costs of administration of the Settlement from the Gross Settlement

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

12 i. The Parties agree to cooperate in the Settlement Administration
13 process and to make all reasonable efforts to control and minimize the cost
14 and expenses incurred in administration of the Settlement. The Parties each
15 represent they do not have any financial interest in the Settlement
16 Administrator or otherwise have a relationship with the Settlement
17 Administrator that could create a conflict of interest.

18 The Settlement Administrator shall be responsible for: processing and
19 mailing payments and associated W-2, 1099, or other tax forms to the
20 Plaintiff, Class Counsel, Settlement Class Members, the Internal Revenue
21 Service, the California Labor and Workforce Development Agency,
22 California State Treasury, the Unclaimed Property Division of the
23 California State Controller Office, and/or any other appropriate
24 government authorities, including forwarding all payroll taxes,
25 contributions, and withholdings to the appropriate government authorities.
26 The Settlement Administrator shall also be responsible for printing, and
27 mailing the Notice to the Settlement Class Members, as directed by the
28 Court; receiving and reporting the Requests for Exclusion and Notices of

1 Objection submitted by Settlement Class Members; completing all tax
2 reporting, withholdings, and payments to the Internal Revenue Service and
3 the California Franchise Tax Board; providing declaration(s) and reports
4 as necessary in support of preliminary and final approval of this Settlement
5 and upon completion of this settlement; and other tasks as the Parties
6 mutually agree or the Court orders the Settlement Administrator to perform
7 both before and after distribution of the Gross Settlement Amount. The
8 Settlement Administrator shall keep the Parties timely apprised of the
9 performance of all Settlement Administrator responsibilities.

10 g. No person shall have any claim against Defendant, Defense Counsel,
11 Plaintiff, Settlement Class Members, Class Counsel or the Settlement
12 Administrator based on distributions and payments made in accordance with this
13 Agreement.

14 46. Declarations by Settlement Administrator. The Settlement Administrator shall
15 submit a declaration in support of Plaintiff's Motion for Preliminary Approval of this Settlement
16 detailing its qualifications, experience, and estimated costs for administration of this Settlement.
17 The Settlement Administrator shall submit a declaration in support of Plaintiff's Motion for Final
18 Approval of this Settlement detailing the number of Notices mailed and re-mailed to Settlement
19 Class Members, the number of undeliverable Notices, the number of timely Requests for
20 Exclusion, the number of timely and late objections received, if any, the amount of the average
21 Individual Settlement Payment and maximum and minimum Individual Settlement Payments, the
22 Settlement Administration Costs, and any other information as the Parties mutually agree or the
23 Court orders the Settlement Administrator to provide. If the Motion for Final Approval is filed
24 prior to the Response Deadline, the Settlement Administrator shall, if requested to do so, submit
25 a Supplemental Declaration following the Response deadline, updating the information set forth
26 above. Upon distribution of settlement funds to all recipients, within thirty (30) days after the
27 check stale date, the Settlement Administrator shall submit to Class Counsel a Declaration of
28 Compliance detailing the payment of all settlement funds, including the number of checks

1 negotiated and corresponding dollar value, the number of checks not negotiated and
2 corresponding dollar value, the completion of the forwarding of the value(s) of the uncashed
3 checks to the Unclaimed Property Division, and the payment of funds to Class Counsel and to the
4 LWDA.

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

12 48. Omitted Class Members. If additional individuals not originally included on the
13 Class List provided to the Settlement Administrator are discovered after Class Notices have been
14 distributed and no later than thirty-five (35) calendar days before the Effective Date as defined in
15 paragraph 14 of this Agreement, Defendant shall, in good faith, make a determination as to
16 whether those individuals should be deemed Settlement Class Members and entitled to participate
17 in the Settlement. If Defendant determines that the omitted individual is a Settlement Class
18 Member, the third-party administrator shall mail the individual a Class Notice as provided in
19 paragraph 42(a) and recalculate the Individual Settlement Payments of all Settlement Class
20 Members by the formula set forth herein to include any additional Weeks Worked by any
21 additional individuals determined to be Settlement Class Members. The Omitted Class Member
22 will have until the calendar day before Individual Settlement Payments are mailed by the third-
23 party administrator as provided in paragraph 42 of this Agreement to submit a Request for
24 Exclusion or Objection. If additional individuals not originally included on the Class List are
25 discovered later than thirty-five (35 days) before the Effective Date, those individuals shall not
26 be deemed Settlement Class Members, will not receive payment, and will not release claims
27 against Defendant or Released Parties. In the event there is a dispute regarding the Total Weeks
28

1 Worked by the Omitted Class Member, the provisions of paragraph 42(b)(i) of this Agreement
2 shall govern the dispute regarding the Total Weeks Worked by the Omitted Class Member.

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

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

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

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

26 53. Exhibits and Headings. The terms of this Agreement include the terms set forth in
27 the attached exhibit, which is incorporated by this reference as though fully set forth herein. The
28 exhibit to this Agreement is an integral part of the Settlement; however, the terms of this

1 Agreement control in case of conflict. The descriptive headings of any paragraphs or sections of
2 this Agreement are inserted for convenience of reference only.

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

6 55. Amendment or Modification. This Agreement may be amended or modified only
7 by a written instrument signed by counsel for all Parties or their successors-in-interest.

8 56. Entire Agreement. This Agreement constitutes, including **Exhibit A**, the entire
9 Agreement among these Parties, and no oral or written representations, warranties or inducements
10 have been made to any Party concerning this Agreement or its exhibit other than the
11 representations, warranties and covenants contained and memorialized in the Agreement and its
12 exhibit.

13 57. Authorization to Enter into Settlement Agreement. Counsel for the Parties warrant
14 and represent they are expressly authorized by the Party whom they each represent to negotiate
15 this Agreement and to take all appropriate actions required or permitted to be taken by such Parties
16 pursuant to this Agreement to effectuate its terms, and to execute any other documents required
17 to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each
18 other and use their best efforts to effect the implementation of the Settlement. In the event the
19 Parties are unable to reach an agreement on the form or content of any document needed to
20 implement the Settlement, or on any supplemental provisions that may become necessary to
21 effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve
22 such disagreement. The person signing this Agreement on behalf of Defendant represents and
23 warrants that he/she is authorized to sign this Agreement on behalf of Defendant. The person
24 signing this Agreement on behalf of Plaintiff represents and warrants that he/she is authorized to
25 sign this Agreement and that he/she has not assigned any claim, or part of a claim, covered by this
26 Settlement to a third-party.

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

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

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

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

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

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

[signatures to follow]

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PLAINTIFF

Date: 2/24/2022



John Guth

CLASS COUNSEL

Shegerian & Associates, Inc.

Date: February 28, 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

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PLAINTIFF

Date: _____

John Guth

CLASS COUNSEL

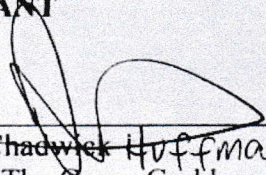
Shegerian & Associates, Inc.

Date: _____

Cheryl A. Kenner
Attorneys for Plaintiff and the Proposed Class

DEFENDANT

Date: FEB. 25, 2022

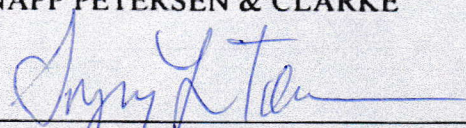


By: John Chadwick ~~Huffman~~
Defendant The Green Goddess, Inc.

DEFENDANT'S COUNSEL

KNAPP PETERSEN & CLARKE

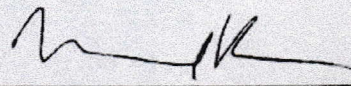
Date: 2/25/22



Gregory L. Torres
Devin A. Bennett
Attorneys for Defendant

KATCHKO, VITIELLO & KARIKOMI, P.C.

Date: February 25, 2022



Michael T. Karikomi
Attorneys for Defendant