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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF LOS ANGELES**
10

11 KATHY BYRON, individually and on behalf of
other persons similarly situated,

12 Plaintiff,

13 v.

14 WOLFGANG PUCK CATERING AND
EVENTS, LLC, and DOES 1-50,

15 Defendant.
16

) Case No. 20STCV17954
)

) Assigned for All Purposes To:
) Judge: William F. Highberger
) Dept: SS-10
)

) **JOINT STIPULATION OF CLASS**
) **ACTION AND PAGA SETTLEMENT**
) **AND RELEASE**
)

) Action Filed: May 8, 2020
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1 This Joint Stipulation of Class Action and PAGA Settlement and Release (“Stipulation”) is
2 made and entered into between Plaintiff Kathy Byron (“Byron or "Plaintiff") individually, as a
3 representative of the Settlement Class, aggrieved employees, and as a proxy for the State of
4 California, as defined below, and Defendant Wolfgang Puck Catering and Events, LLC ("WP" or
5 "Defendant") . (Plaintiff and Defendant collectively referred to as “the Parties”). This Stipulation is
6 subject to approval of the Court, pursuant to the California Rules of Court, Rule 3.769(c), (d) and
7 (e), and is made for the sole purpose of attempting to consummate settlement of the Action subject
8 to the following terms and conditions. As detailed below, in the event the Court does not enter an
9 order granting final approval of the Class Settlement, as defined below, or the conditions precedent
10 are not met for any reason, this Stipulation is void and of no force or effect whatsoever.

11 1. **DEFINITIONS**

12 As used in this Stipulation, the following terms shall have the meaning specified below. To
13 the extent terms or phrases used in this Stipulation are not specifically defined below, but are
14 defined elsewhere in this Stipulation, they are incorporated by reference into this definition section.

15 1.1 **Action**. “Action” shall mean the lawsuit titled *Kathy Byron vs. Wolfgang Puck*
16 *Catering and Events, LLC*, Los Angeles County Superior Court Case No. 20STCV17954.

17 1.2 **Administrative Expenses**. “Administrative Expenses” shall include all costs and
18 expenses associated with and paid to the Settlement Administrator.

19 1.3 **Claims**. “Claims” shall mean the claims and theories of liability asserted and causes
20 of action alleged in the Action limited to class and PAGA claims arising from the timing of wage
21 payments associated with the March 2020 pandemic furlough of employees for which wages were
22 paid on March 26, 2020.

23 1.4 **Class Counsel**. “Class Counsel” shall mean Moss Bollinger, LLP and Dennis F.
24 Moss, of counsel to Moss Bollinger, LLP.

25 1.5 **Class Attorney Fees and Expenses**. “Class Attorney Fees and Expenses” shall
26 mean Class Counsel’s attorney fees and expenses as set forth in Section 6.
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1.6 **Settlement Class.** The "Settlement Class "consists of all hourly paid, non-exempt persons employed by Defendant in the State of California who worked a catering event in March 2020, were furloughed on or about March 19, 2020 and received a paycheck with a pay date of March 26, 2020. Parties believe there are approximately 144 people in the Settlement Class. The Settlement Class members may be referred to herein collectively as "Class Members" and individually herein as a "Class Member." All the Class Members are also PAGA aggrieved employees. Class Members shall not be allowed to opt-out of the PAGA portion of the Settlement.

1.7 **Class Notice.** "Class Notice" shall mean the Notice of Proposed Class Action and PAGA Settlement and Hearing Date for Court Approval, as set forth in the form of **Exhibit 1** attached hereto, or as otherwise approved by the Court, which is to be mailed to Class Members.

1.8 **Class Participants.** "Class Participants" shall mean any and all Class Members who do not timely and validly opt-out of the Class Settlement.

1.9 **Class Period.** "Class Period" shall mean the period from furloughs in March 2020 through the payment of wages on March 26, 2020.

1.10 **Class Representative.** "Class Representative" shall mean Plaintiff, Kathy Byron.

1.11 **Class and PAGA Settlement.** "Class and PAGA Settlement" shall mean the settlement embodied in this Stipulation, which is subject to Court approval.

1.12 **Court.** "Court" shall mean the Superior Court of Los Angeles County.

1.13 **Defense Counsel.** "Defense Counsel" shall mean Lonnie Giamela of Fisher & Phillips, LLP.

1.14 **Effective Date.** "Effective Date" shall be the later of the time when: (i) the date of final affirmance of the Judgment on an appeal of the Judgment, the expiration of the time for, or the denial of, a petition to review the Judgment, or if review is granted, the date of final affirmance of the Judgment following review pursuant to that grant, (ii) the date of final dismissal of any appeal from the Judgment or the final dismissal of any proceeding to review the Judgment, provided that the Judgment is affirmed and/or not reversed in any part, (iii) the final resolution (or withdrawal) of any filed appeal in a way that affirms the Final Approval Order and Judgment in a form substantially identical to the form of the Final Approval Order entered by the Court, and the time to

petition for review with respect to any appellate decision affirming the Final Approval Order has expired; or (iv) if no appeal is filed, the sixty-first (61st) day after the Court enters final approval of the settlement and the Judgment approving this Agreement.

1.15 **Final Approval and Fairness Hearing.** “Final Approval and Fairness Hearing” shall mean the final hearing held to ascertain the fairness, reasonableness, and adequacy of the Class Settlement.

1.16 **Defendant.** “Defendant” shall mean Wolfgang Puck Catering and Events, LLC and any of their former and present parents, subsidiaries, affiliates, and/or related entities, including, but not limited to, and each of their officers, directors, managers, owners, executives, partners, employees, shareholders, agents, attorneys, and any other successors, assigns, or legal representatives.

1.17 **Final Approval Date.** “Final Approval Date” shall mean the date upon which the Court enters an order of final approval of the Class Action Settlement.

1.18 **Gross Fund Value.** “Gross Fund Value” is the agreed upon settlement amount totaling \$50,500 to be paid by Defendant in full settlement of the Released Claims asserted in this case, including the Administrative Expenses, Class Attorney Fees and Expenses, and an Award to Plaintiff. In no event shall Defendant be required to pay more than the Gross Fund Value. To the extent that: (1) the Notice Packet and/or the Individual Settlement Payment checks are undeliverable, or (2) the Individual Settlement Payment checks are uncashed 180 calendar days after the date listed on the check (“180-calendar day period”), the amount of those checks plus interest will be accrued thereon and has not otherwise been distributed, shall be remitted to the Justice Gap Fund of the State Bar of California pursuant to Code of Civil Procedure section 384. (in no event will any of the funds revert to Defendant). Settlement checks will not be sent out to any Settlement Class Members whose Notice Packets are returned as undeliverable.

1.19 **Hearing on Preliminary Approval.** “Hearing on Preliminary Approval” shall mean the hearing held on the motion for preliminary approval of the Class Action Settlement.

1.20 **Incentive Award.** “Incentive Award” shall mean a monetary payment provided to the Class Representatives for her efforts and risks on behalf of the Settlement Class in this Action.

1.21 **Individual Settlement Amount.** “Individual Settlement Amount” shall mean the amount which is ultimately distributed to each Class Claimant, and as to those who opt out of participation in the class, the amount that is distributed to each of them from the PAGA portion of the Settlement.

1.22 **Notice Packet.** “Notice Packet” shall mean the Class Notice distributed to each Class Member through the notice process.

1.23 **Plaintiff.** “Plaintiff” shall mean Kathy Byron.

1.24 **Net Settlement Amount.** “Net Settlement Amount (NSA)” shall mean the Gross Settlement Amount, minus Attorneys’ Fees and Costs, Class Representative payment in the amount of \$1,250), Settlement Administration Fees, and the PAGA Payment. The Class Representative’s Incentive Awards will be in addition to her allocated portion of the NSA and shall be reported on an IRS 1099 basis. Settlement Class Members will be provided with notice of the settlement, which shall summarize the terms of the settlement and advise them of their right to opt out, object, appear at the fairness hearing, or challenge the information in Defendant’s records on which their estimated settlement payment shall be based.

1.25 **Opt-Out.** “Opt-Out(s)” shall mean any and all persons who timely and validly request exclusion from the Class in accordance with the terms of the Class Notice.

1.26 **PAGA Payment.** “PAGA Payment” shall mean an allocation of \$5,000 to the PAGA claim of which 75% shall be remitted to the LWDA for its statutorily-set portion of the PAGA penalties and the remaining 25% shall be distributed to the Class Members irrespective of whether they opt out of participation in the Class.

1.27 **Parties.** “Parties” shall mean Plaintiff and Defendant.

1.28 **Preliminary Approval Date.** “Preliminary Approval Date” shall mean the date upon which the Court enters an order preliminarily approving this Stipulation.

1.29 **Released Claims.** “Released Claims” shall mean all wage and hour claims against Defendant brought under California Labor Code Section 203 arising from the timing of wage payments ultimately paid on March 26, 2020 following the March 2020 furlough of Class Members

1 and all claims for civil penalties pursuant to the Private Attorneys General Act (“PAGA”) (Labor
2 Code § 2699 et seq.) based on the foregoing.

3 1.30 **Released Parties.** “Released Parties” shall mean Defendant and all of Defendant’s
4 current and former agents, officers, employees, directors, owners, subsidiaries, affiliates, parent
5 companies and other related parties, including Compass Group USA, Inc.

6 1.31 **Response Deadline.** “Response Deadline” shall mean the 45 calendar days
7 following the date on which the Settlement Administrator first mails the Class Notice to the
8 Settlement Class Members.

9 1.32 **Settlement.** “Settlement” shall mean the settlement between the Parties, which is
10 memorialized in this Stipulation and subject to approval by the Court.

11 1.33 **Settlement Administrator.** “Settlement Administrator” shall mean the third-party
12 settlement administrator, Phoenix Settlement Administrators, which the Parties have agreed will be
13 responsible for administration of the Settlement and related matters.

14 1.34 **Stipulation.** “Stipulation” shall mean this Joint Stipulation of Settlement and
15 Release of Class and PAGA claims, including any attached exhibits.

16 2. **FACTUAL AND PROCEDURAL BACKGROUND OF ACTION**

17 2.1 On May 8, 2020, Plaintiff Byron filed the Action entitled *Kathy Byron vs. Wolfgang*
18 *Puck Catering and Events, LLC*, Los Angeles County Superior Court Case No. 20STCV17954 as
19 an individual, on behalf of the putative class and on behalf of the State of California and aggrieved
20 employees as a private attorney general. The Complaint alleges two claims, a class claim for failure
21 to timely pay final wages upon cessation of employment, and a cause of action pursuant to the
22 Private Attorneys General Act (“PAGA”) (Labor Code § 2699 et seq.) arising from the alleged
23 failure to timely pay final wages upon cessation of employment. The Parties stipulated to operative
24 facts and filed cross-motions for summary judgment/adjudication. On July 21, 2021, the Court
25 granted Summary Judgment for the Defendant. Plaintiff filed a timely Notice of Appeal on
26 September 14, 2021, and a Supplemental Notice of Appeal on September 24, 2021.

27 2.2 The Court of Appeal offered the parties the opportunity to participate in the Court
28 of Appeal's mediation program, which they did on November 15, 2021. The Parties reached this

1 Settlement through the Mediation process. On February 16, 2022, the Court of Appeal ordered this
2 Court to conduct Settlement Approval proceedings consistent with the Superior Court's practices in
3 reviewing Class and PAGA settlements. In the event the Settlement is not consummated, the case
4 will return to the Court of Appeal.

5 2.3 140 of the 144 class members are signatory to arbitration agreements which, absent
6 settlement, would bar them from class relief through this Action.

7 2.4 The Parties believe this Agreement constitutes a fair, adequate, and reasonable
8 settlement of the Action and have arrived at this Agreement as a result of arms-length negotiations,
9 taking into account all relevant factors, present and potential, and will so represent to the Court.
10 This Settlement was reached after a full day of mediation.

11 3. **ALLEGATION OF THE CLASS REPRESENTATIVE AND BENEFITS OF**
12 **CLASS SETTLEMENT**

13 3.1 The extensive exchange of information in this matter through discovery, including
14 Party Depositions, and the voluntary sharing of information, represented by the Stipulation and
15 exhibits before the Court in connection with the Motions for Summary Judgment/Adjudication,
16 have been adequate to give the class representative and class counsel a sound understanding of the
17 merits of their positions and to evaluate the worth of the claims of the Settlement Class. The
18 stipulated facts, deposition testimony, the information exchanged by parties through settlement
19 discussions, oral argument, and this Court's decision on the dispositive motions were more than
20 sufficient for a reliable assessment of the merits of the Parties' respective positions and a
21 compromise of the claims on a fair and equitable basis.

22 3.2 The Parties recognize and acknowledge the risk, expense and delay of continued
23 proceedings necessary to prosecute the Action, especially given the trial court's ruling dismissing
24 the case. Class Counsel has taken into account the uncertain outcome of the appeal, the arbitration
25 agreements entered into by the vast majority of employees in the settlement class, as well as
26 difficulties and delays inherent in such litigation, the potential difficulty of obtaining certification
27 of the Action if the court of Appeal reversed the trial court, and the problem of establishing
28 "willfulness" as a predicate to class claims in a context where the Court has ruled that Defendant

1 has not violated Labor Code 201 in the context of what Plaintiff has contended were intermittent
2 layoffs. Class Counsel believes that the Settlement set forth in this Stipulation confers significant
3 benefits upon Plaintiff and the Settlement Class Members especially given that such benefits never
4 had to be pursued once the trial court ruled, and that an independent review of this Stipulation by
5 the Court in the approval process will confirm this conclusion. Based on their own independent
6 investigation and evaluation, Class Counsel has determined that the Settlement set forth in the
7 Stipulation is in the best interests of Plaintiff and the Settlement Class Members.

8 4. **NO ADMISSION OF ANY LIABILITY**

9 4.1 The Parties agree that this Agreement reflects their good faith compromise of the
10 claims raised in the Action, based upon their assessment of the mutual risks and costs of further
11 litigation and the assessments of their respective counsel. This Agreement does not constitute, is
12 not intended to constitute, and will not be deemed to constitute, an admission of liability by
13 Defendant as to the merits, validity, or accuracy of any of the allegations or claims made against
14 Defendant in the Action or the appropriateness of class or conditional certification. Defendant
15 denies each and all of Plaintiff's allegations in their entirety and allege that Plaintiff and all other
16 Class Members were timely paid all wages owed. Nothing in this Agreement, the Memoranda of
17 Understanding ("MOU"), nor any action taken or made in implementation thereof, nor any
18 statements, discussions, or communications, nor any materials prepared, exchanged, issued, or used
19 during the course of the negotiations leading to the Agreement, is intended by the Parties to, nor
20 will any of the foregoing constitute, be introduced, be used, or be admissible in any way in this
21 case or any other judicial, arbitral, administrative, investigative or other forum or proceeding as
22 evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule, or
23 executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, the
24 Agreement may be used in any proceeding in the Court that has as its purpose the interpretation,
25 implementation, or enforcement of the Agreement or any orders or judgments of the Court entered
26 into in connection therewith.

27 4.2 The Parties agree that Plaintiff's motion for preliminary approval of the Settlement
28 seeking certification of a class action and Defendant's agreement thereto is for purposes of the

1 Settlement only. If, for any reason, the Settlement is not approved, the stipulation for certification
2 will have no force or effect. The Parties agree that certification for purposes of the Settlement is in
3 no way an admission that class certification or conditional certification of a collective action is
4 proper under the standard applied to contested certification motions and that this Agreement will
5 not be admissible in this or any other proceeding as evidence that (i) a class or representative action
6 should be certified as Plaintiff proposed, or (ii) Defendant are liable to Plaintiff or the Class
7 Members as Plaintiff alleged. Further, neither this Agreement nor the Court's actions with regard
8 to this Agreement will be admissible in any court or other tribunal regarding the propriety of class
9 certification for purposes other than the settlement of this Action. In the event that this Agreement
10 is not approved by the Court or any appellate court, is terminated, or otherwise fails to be
11 enforceable, Defendant will not be deemed to have waived, limited, or affected in any way any of
12 their objections or defenses in the Action, including, but not limited to, their ability to move to
13 compel arbitration, raise defenses in opposition to certification, contest the merits of the claim etc.

14 5. **CONDITIONAL CLASS CERTIFICATION AND APPOINTMENT OF**
15 **CLASS COUNSEL**

16 5.1 **The Settlement Class.** For the purposes of this Stipulation and the Class Settlement
17 of this Action only, the Parties stipulate to conditional class certification of the Settlement Class.
18 Defendant's counsel believes this conditional certification is appropriate because the Released
19 Claims are being compromised without need to establish the elements of those claims on which
20 liability turns.

21 5.2 **Appointment of Class and PAGA Counsel.** For purposes of this Stipulation and
22 subject to the Court's approval, the Parties hereby stipulate to the appointment of Class Counsel as
23 counsel for the Class and the Plaintiff in her capacity as a representative of the State and Aggrieved
24 employees in connection with the PAGA claims.

25 6. **CLASS SETTLEMENT CONSIDERATION**

26 6.1 **Gross Settlement and Net Settlement Amounts and Distribution.** The claims
27 are settled for a Gross Settlement Amount (Gross Fund Value) of \$50,500. The Gross Settlement
28 Amount and other actions and forbearances taken by Defendant shall constitute adequate

1 consideration for the Class Settlement and will be made in full and final settlement of: (a) the
2 Released Claims, (b) Attorney Fees and Expenses, (c) Administrative Expenses, (d) the Incentive
3 Award, (e) any other obligation of Defendant under this Stipulation. As more fully detailed in this
4 Agreement, after the Court issues an order preliminarily approving this Class Settlement, the
5 Settlement Administrator will distribute the Notice(Exhibit 1) to the Settlement Class Members,
6 which shall describe the terms of the Settlement and procedures to opt out of the Class aspects of
7 the Settlement, object or participate in the Class Settlement, which shall identify the Settlement
8 Class Member and the data upon which their Settlement shares are based. The Net Settlement
9 Amount will be allocated as follows: \$13,786.84 to be divided in equal shares among the class
10 members. \$1,250 to be divided in equal shares among the PAGA settlement members, which
11 coincides with the class members (The Class and PAGA claims involve the alleged late payment of
12 the same Covid related furlough wage payments). Payments to be reported on an IRS form 1099.

13 6.2 **Incentive Award for Class Representative.** The Class Representative may
14 petition the Court to approve an Incentive Award in an amount up to \$1,250 for her efforts on
15 behalf of the Settlement Class in this Action. Defendant shall not oppose any request by Plaintiff
16 for an Incentive Award up to such an amount. Any Incentive Award approved by the Court shall be
17 paid to Plaintiff from the Gross Settlement Amount and shall be in addition to any distribution to
18 which she may otherwise be entitled to under the terms of the Settlement. The Settlement
19 Administrator shall issue Plaintiff an IRS Form 1099 reflecting such payment. Plaintiff shall be
20 responsible for the payment of any and all taxes with respect to the Incentive Award and shall hold
21 Defendant harmless from any and all liability with regard thereto. Any reduction in the Incentive
22 Payment shall be added to the Net Settlement Amount.

23 6.3 **Payments to Class Participants.** Each Class Claimant shall be eligible to receive
24 payment of an Individual Settlement Amount, which is comprised of a share of 100% of the Net
25 Settlement Amount based on the equal division of the \$13,786.84 Class Settlement, and a share of
26 the \$1,250 Aggrieved Employee share of the PAGA portion of the Settlement. Each Class
27 Participant, including Plaintiff, shall be responsible for the payment of the taxes with respect to his
28 or her Individual Settlement Amount.

1 6.4 **Class Attorney Fees and Expenses.** As part of the motion for final approval of the
2 Class Settlement, Class Counsel may submit an application for an award of Class Attorney Fees
3 and Expenses not to exceed Sixteen Thousand Eight Hundred and Thirty-three Dollars (\$16,833)
4 (which is just under one-third of the Gross Settlement Amount) and the award of actual
5 documented costs expenses not to exceed Eight Thousand Six Hundred and Thirty Dollars and
6 Sixteen Cents (\$8,630.16), both of which shall be paid solely from the Gross Settlement Amount.
7 Defendant agrees not to object to any such fee, cost or expense application up to those amounts. As
8 a condition of this Class Settlement, Class Counsel has agreed to pursue fees only in the manner
9 reflected by this Section. Any Class Attorney Fee and Expenses awarded by the Court shall be paid
10 from the Gross Settlement Amount in arriving at the Net Settlement Amount and shall not
11 constitute payment to any Settlement Class Member. If the Class Counsel voluntarily reduces the
12 request for Class Attorney Fees and Expenses or the Court's award of Class Attorney Fees and
13 Expenses is less than set forth above, the Net Settlement Amount shall be recalculated to reflect the
14 actual Class Attorney Fees and Expenses awarded.

15 6.5 The Class Attorney Fees and Expenses approved by the Court shall encompass: (a)
16 all work performed and costs and expenses incurred by, or at the direction of, any attorney
17 purporting to represent the Settlement Class through the date of this Stipulation; (b) all work to be
18 performed and costs to be incurred in connection with approval by the Court of the Class
19 Settlement; (c) all work to be performed and costs and expenses, if any, incurred in connection with
20 administering the Class Settlement through the Effective Date and dismissal of the Action, with
21 prejudice, and (d) may be based on the Catalyst Theory and/or Common Fund Doctrine. Any
22 reduction in the Class Attorney Fees and Expenses shall increase the Net Settlement Amount.

23 6.6 **Payment of Class Attorney Fees and Expenses.** Class Attorney Fees and
24 Expenses as awarded by the Court shall be paid by the Settlement Administrator out of the Gross
25 Settlement Amount within fifteen (15) calendar days of the Effective Date.

26 7. **CLAIMS ADMINISTRATION COSTS AND EXPENSES**

27 7.1 **The Settlement Administrator's Costs and Expenses.** All costs and expenses due
28 to the Settlement Administrator in connection with its administration of the Class Settlement,

1 including, but not limited to, providing the Class Notice, locating Settlement Class Members,
2 processing Opt-Out requests and objections, distributing the portion of the PAGA payment payable
3 to the LWDA, and calculating, administering and distributing Individual Settlement Amounts to the
4 Class Participants and related tax forms, shall be paid from the Gross Settlement Amount.

5 7.2 **Payment by Defendant.** Defendant shall deposit the Gross Settlement Amount of
6 \$50,500 with the Settlement Administrator to pay: (1) the Class Attorney Fees and Expenses, as
7 approved by the Court; (2) the Incentive Award, as approved by the Court; (3) the Administrative
8 Expenses; (4) PAGA Payment of \$5,000.00 of which \$3,750 shall be remitted to the LWDA; and
9 (5) the balance shall be distributed to class members as part of the Net Settlement Amount. In no
10 event shall Defendant be obligated to pay or deposit with the Settlement Administrator more than
11 \$50,500.

12 8. **NOTICE TO CLASS MEMBERS AND CLAIMS ADMINISTRATION**
13 **PROCESS**

14 8.1 **The Settlement Administrator.** The Settlement Administrator will be responsible
15 for mailing the Class Notice (**Exhibit 1**) to the Settlement Class Members, handling inquiries from
16 Settlement Class Members concerning the Class Notice, determination of Individual Settlement
17 Amounts, maintaining the settlement funds in an appropriate interest bearing account, preparing,
18 administering and distributing Individual Settlement Amounts to Class Participants, issuing a final
19 report and performing such other duties as the Parties may direct.

20 On a weekly basis, the Settlement Administrator will provide summary information to Class
21 Counsel and Defense Counsel updating them as to the number of validated and timely objections
22 and Opt-Out Requests. The Settlement Administrator will send to Defense Counsel via e-mail date-
23 stamped copies of the original Opt-Outs and objections no later than seven days after their receipt
24 (or upon request by Defense Counsel). The Settlement Administrator will provide Class Counsel
25 with proof of mailing of the Class Notice, without listing individual Class Member names which
26 the Settlement Administrator will file with the Court at the time Class Counsel files its motion in
27 support of the Court's Final Approval and Fairness Hearing. No later than ten (10) court days prior
28 to the final approval hearing, the Settlement Administrator will compile and deliver to Class

1 Counsel and Defense Counsel a report with summary information regarding (a) the total amount of
2 final Individual Settlement Amounts of each Class Participant (b) the number of Class Participants
3 to receive such payments, and (c) the final number of Opt-Outs and objections.

4 The Administrator's fees shall be paid out of the Gross Settlement Amount. Prior to the
5 calculation and distribution of the Individual Settlement Amounts, the Settlement Administrator
6 shall calculate the total Administrative Expenses through the consideration of their services and
7 such actual amount will be deducted from the Gross Settlement Amount prior to the final
8 calculation of the Individual Settlement Amounts.

9 8.2 **Notice to the Settlement Class Members.** Notice shall be provided to Settlement
10 Class Members in the following manner: Within twenty-one (21) calendar days of Preliminary
11 Approval of the Settlement, Defendant shall provide the Settlement Administrator with the names,
12 and the most recent known mailing address for each class member. (collectively "Class List and
13 Data"). This information will not be shared with and/or provided to Class Counsel in any way.

14 Within thirty-five days following the Preliminary Approval Date, the Settlement
15 Administrator shall populate the Settlement Class Notice for each accordingly and send each
16 Settlement Class Member the Class Notice via first-class, United States mail. The Class Notice
17 shall also contain an easily understood statement alerting the Class Members that, unless they elect
18 to Opt-Out of the Class Settlement, the Settlement Class Member is releasing and waiving all
19 Released Class Claims against the Released Parties, and irrespective of whether they opt out, they
20 will be releasing PAGA claims if the Settlement is approved.

21 The Notice will include information regarding the nature of the Action; a summary of the
22 substance of the Settlement; the Class definition; the date for the final approval hearing; the
23 formula used for the Individual Settlement Payments, the approximate Individual Settlement

24 8.3 **Disputing Information In Notice Packet.** Since the Settlement is based on the
25 timing of one check, and contemplates the same payment to each class member, the only
26 information each class member can dispute is the information that he or she worked for Defendant
27 in March 2020, was furloughed by Defendant in March 2020 and received a check for their pre-
28 furlough work on March 26, 2020. If a Class Member disputes the data upon which his/her

1 Individual Settlement Payment is based, as set forth on the Class Notice s/he receives, the Class
2 Member may produce evidence to the Settlement Administrator that relates to the dispute. In order
3 for the dispute to be considered, s/he must follow the directions on the Notice of Class Action
4 Settlement.

5 Written notice of the dispute must be received by the Settlement Administrator within 45
6 calendar days of the mailing of the settlement notice. The date of mailing the Notice Packet by the
7 Settlement Administrator to the Class Member, and the date the Settlement Administrator receives
8 the dispute, shall be conclusively determined according to the records of the Settlement
9 Administrator. Upon the timely receipt of any dispute, the Settlement Administrator will notify
10 Defense Counsel in writing (email constitutes a writing for this purpose) of the dispute.
11 Defendant's records will be presumed determinative, absent evidence to rebut Defendant's records,
12 but the Settlement Administrator will evaluate the evidence submitted by the Class Member and
13 make the final decision as to the validity of such evidence. It is understood by the Parties that
14 Class Members' dispute may be rejected by the Settlement Administrator for failing to submit the
15 written objection to the Settlement Administrator within thirty (45) calendar days after the Notice
16 Packet is first mailed.

17 8.4 **Returned Notice Packet.** In the event that a Notice Packet is returned to the
18 Settlement Administrator with a forwarding address, the Claims Administrator will re-send the
19 Notice Packet to the forwarding address affixed thereto. If a Notice Packet is re-mailed to a better
20 address, the Class Member will have fifteen (15) calendar days after the re-mailing to postmark or
21 until the end of the Notice period whichever is longer, to deliver an Opt Out, an objection, or a
22 dispute regarding the Individual Settlement Payment to the Settlement Administrator.

23 In no event will any Class Member be allowed to postmark or deliver an Opt-Out, an
24 objection or a dispute to the Settlement Administrator more than forty-five (45) calendar days from
25 the date the Notice Packets are initially mailed.

26 The date of the postmark on the return mailing envelope shall be the exclusive means used
27 to determine whether an Opt Out, objection or dispute has been timely submitted. However,
28 regardless of the date of the postmark, any Opt Outs, objections, or disputes that are received more

1 than 45 calendar days after the date the Notice Packets were initially mailed will not be considered
2 valid.

3 Within five (5) days prior to the final approval hearing, the Settlement Administrator shall
4 certify the number of individual Class Members who have not objected, opted out and/or timely
5 submitted a dispute.

6 8.5 **Opt Out.** In order for a Class Member to validly Opt Out from the Class aspects of
7 this Settlement, the Class Member must sign and submit a written request to the Settlement
8 Administrator requesting that he or she be excluded from the Class settlement. The Opt Out must
9 be sent to the Claims Administrator by mail, fax, or email so that the Claims Administrator receives
10 it by no later than forty-five (45) calendar days after the Settlement Administrator mails the Notice
11 Packet to the Class Members (the Response Deadline). By signing this Agreement, Plaintiff agrees
12 that she will not Opt Out from the Class. The Parties and their respective counsel agree that none
13 of them will take any steps to encourage any Class Member to opt out of the Class or object to the
14 settlement. The date of mailing the Notice Packet, and the date the signed Opt Out was received by
15 the Settlement Administrator, shall be conclusively determined according to the records of the
16 Settlement Administrator. Any Class Member who timely and validly opts out of the Class and the
17 Class aspects of the Settlement will not be entitled to any recovery from this Settlement other than
18 their share of the PAGA portion of the Settlement, will not be bound by the terms and conditions of
19 this Agreement as they relate to Class claims, and will not have any right to object, appeal or
20 comment thereon.

21 Upon returning an Opt Out, the submitting Class Member waives the right to object to the
22 Settlement.

23 8.6 **Objections to Settlement.** In order to object to this Agreement, or any term of it,
24 the person making the objection must be a Class Member, must not opt-out, and must, by no later
25 than forty-five (45) calendar days after the Notice Packet is first mailed, file the written objection
26 with the Superior Court in which the Action is pending, and serve on Class Counsel and
27 Defendant's counsel, a written statement of the grounds of objection, signed by the objecting Class
28 Member or his or her attorney, along with all supporting papers, in accordance with the instructions

1 in the Notice of Class Action Settlement. The written objection shall include the basis for the
2 individual's objection, whether they are represented by counsel, and shall indicate whether they
3 intend to appear at the final fairness hearing. The date of mailing of the Notice Packet to the
4 objecting Class Member shall be conclusively determined according to the records of the
5 Settlement Administrator. Any objection that does not meet the requirements of this subparagraph
6 shall not be considered by the Court. Class Members who fail to timely file and serve objections in
7 the manner specified herein shall be deemed to have waived any objections. By signing this
8 Agreement, Plaintiff agrees that she will not object to any of the terms of the Settlement.

9 In the event a Class member returns both a timely Opt Out and an Objection, the Objection
10 will be deemed void, and of no force and effect, while the Class Member will be deemed to have
11 opted out of the Settlement and waived the right to object thereto.

12 9. **CLASS SETTLEMENT FUNDING AND DISTRIBUTION**

13 9.1 **Allocation of the Gross Settlement Amount.** The Gross Settlement Amount of
14 \$50,500 will be allocated as follows:

- 15 a. The Administrative Expenses in an amount not to exceed \$5,000;
- 16 b. The Class Attorney Fees not to exceed \$16,833 and actual documented costs not to
17 exceed \$8,630.16;
- 18 c. The Incentive Award, not to exceed \$1,250 payable to the Class Representative; and
- 19 d. PAGA Payment not to exceed: (1) \$5,000, \$3,750 of which shall be paid to the
20 LWDA.
- 21 e. The balance will be the Net Settlement Amount.

22 9.2 **Calculation of the Individual Settlement Amounts.** Individual Settlement
23 Payments to Settlement Class Members shall be allocated as 100% waiting time penalties and
24 PAGA Civil Penalties. Each Settlement Class Member who does not opt out will receive an equal
25 share of the Net Settlement Amount. The maximum amount that each participating Settlement
26 Class Member is entitled to receive from the NSA is determined by dividing 100% of the NSA by
27 the total number of Settlement Class Members who did not opt out. Each Settlement Class
28

Member, irrespective of whether they opt out, will receive an equal share of the portion of the \$1250 of the PAGA settlement not paid to the LWDA.

Plaintiff and Class Participants shall be solely responsible for any and all tax obligation associated with their respective Individual Settlement Amounts.

9.3 **Time for Payment of Attorneys' Fees and Expenses to Class Counsel.** The Settlement Administrator shall distribute to Class Counsel any attorney fees and expenses approved by the Court to Class Counsel no later than fifteen (15) calendar days after the Effective Date.

9.4 **Time for Payment of Incentive Awards to Class Representative.** The Settlement Administrator shall distribute to Plaintiff the Incentive Award approved by the Court no later than fifteen (15) calendar days after the Effective Date.

9.5 **Time for Payment of Individual Settlement Amounts.** The Settlement Administrator shall make every effort to pay the Individual Settlement Amounts by first-class U.S. mail, to the last-known addresses of the recipients no later than fifteen (15) calendar days after the Effective Date. If the Settlement Administrator is not able to do so within the time period set forth above, it shall so inform Class Counsel and Defense Counsel and provide an approximate date by which the Individual Settlement Amounts will be mailed. Under no circumstances shall the Settlement Administrator distribute checks to Class Participants until all Individual Settlement Amounts have been considered, calculated, and accounted for, and all of the remaining monetary obligations have been calculated and accounted for. Within 120 days of the Effective Date, the Settlement Administrator shall file with the Court and provide to Class Counsel a declaration of payment. In the event that any Class Participant is deceased, payment shall be made payable to the estate of that Settlement Class Member and delivered to the executor or administrator of that estate, unless the Settlement Administrator has received an affidavit or declaration pursuant to Cal. Probate Code § 13101, in which case payment shall be made to affiant(s) or declarant(s).

9.6 **Non-Cashed Settlement Checks.** Class Participants shall have one hundred eighty days (180) to cash their checks. Any funds associated with stale checks that have not been cashed within one hundred eighty (180) days will be distributed pursuant to Cal. Code Civ. Proc. § 384(b),

1 remitted to the Justice Gap Fund of the State Bar of California pursuant to Code of Civil Procedure
2 section 384.

3 9.7 **Time for Payment of PAGA Payment to the LWDA.** The Settlement
4 Administrator shall distribute to the LWDA the portion of the PAGA Payment due to it and
5 approved by the Court no later than fifteen (15) calendar days after the Effective Date.

6 10. **NULLIFICATION OF THIS STIPULATION**

7 10.1 **Non-Approval of the Stipulation.** If (a) the Court should for any reason fail to
8 approve this Stipulation in the form agreed to by the Parties, or (b) the Court should for any reason
9 fail to enter a judgment approving the Settlement, or (c) the approval of the Class Settlement and
10 judgment is reversed, modified or declared or rendered void, then the Class Settlement and
11 conditional class certification shall be considered null and void, and neither the Class Settlement,
12 conditional class certification, nor any of the related negotiations or proceedings shall be of any
13 force or effect, and all Parties to the Class Settlement shall stand in the same position, without
14 prejudice, as if the Class Settlement has been neither entered into nor filed with the Court.
15 Notwithstanding the foregoing, the Parties may attempt in good faith to cure any perceived defects
16 in the Stipulation to facilitate approval. In the event the Court reduces any of the amounts
17 apportioned for Administrative Fees, Class Attorney Fees and Expenses, Incentive Award, or the
18 portion of the PAGA Payment due to the LWDA, the difference shall become part of the Net
19 Settlement Amount.

20 10.2 **Parties' Right to Void Settlement.** If 14 or more of the Class Members Opt Out of
21 the Settlement, Defendant may, at its election, rescind the Settlement and all actions taken in its
22 furtherance of it will be thereby null and void. Defendant must exercise this right of rescission, in
23 writing, to Class Counsel, within 21 calendar days after the Claims Administrator notifies the
24 Parties of the total number of opt-outs. If the option to rescind is exercised, then Defendant shall be
25 solely responsible for all costs of the claims administration accrued to that point. The Parties' also
26 have the right to withdraw from the Settlement if: (1) the Court does not execute the Preliminary
27 Approval Order, does not certify the Settlement Class, and/or does not certify a class releasing the
28 claims set forth herein, or otherwise makes an order inconsistent with any of the terms of this

1 Agreement, and/or (2) Plaintiff and/or Class Counsel or Defendant materially breach the
2 Agreement. In the event that (1) or (2) occur, Class Counsel and Defendant shall be equally
3 responsible for all costs of the Claims Administrator accrued to that point. Further, this Agreement
4 may not be used or introduced in further litigation between the Parties.

5 10.3 **Invalidation.** Invalidation of any material portion of the Class Settlement shall
6 invalidate the Class Settlement in its entirety, unless the Parties shall subsequently agree in writing
7 that the remaining provisions of the Class Settlement are to remain in full force and effect.

8 11. **MOTION FOR COURT APPROVAL**

9 11.1 **Preliminary Approval.** Class Counsel will submit this Stipulation to the Court
10 along with a Motion for Preliminary Approval of the Class Settlement. Each party shall cooperate
11 to present the Class Settlement to the Court for preliminary approval in a timely fashion. The
12 Court's preliminary approval of the Class Settlement shall be embodied in an order substantially in
13 the form attached hereto as **Exhibit 2.**

14 11.2 **Final Approval.** The Final Approval and Fairness Hearing shall be held before the
15 Court. At the Final Approval and Fairness Hearing, Plaintiff shall move the Court for the entry of
16 the final order certifying the Class for settlement purposes only and approving the Class Settlement
17 as being fair, reasonable and adequate to the Class Participants within the meaning of California
18 Rules of Court, Rule 3.769(c), (d) and (e) and for the entry of a final judgment of the Action
19 consistent with the terms of the Class Settlement and California Rule of Court 3.769(h) and
20 California Labor Code § 2699 (l)(2). Class Counsel and Defense Counsel shall submit to the Court
21 such pleadings and/or evidence as may be required for the Court's determination.

22 12. **RELEASES AND WAIVERS**

23 12.1 **Release of Claims by Settlement Class.** Upon the Effective Date, each Settlement
24 Class Member who has not submitted a timely Opt-Out, and Plaintiff, each releases the Released
25 Parties, and each of them, of and from any and all Released Claims. It is the desire of the Parties
26 and the Settlement Class Members to fully, finally, and forever settle, compromise, and discharge
27 the Released Claims during the Class Period. The PAGA claims, upon the Effective Date shall be
28 released as to all Settlement Class Members, including those who timely Opt Out.

1 12.2 **Release of Claims by Plaintiff.** Plaintiff, on behalf of herself, and her heirs,
2 executors, administrators, and representatives, shall and does forever release, discharge and agree
3 to hold harmless the Released Parties from any and all charges, complaints, claims, liabilities,
4 obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights,
5 demands, costs, losses, debt and expenses (including attorney fees and costs), known or unknown,
6 at law or in equity, which she may now have or may have after the signing of this Stipulation,
7 arising out of or in any way connected with her employment with Defendant including, the
8 Released Claims, claims that were asserted or could have been asserted in the Complaint, Action,
9 and any and all transactions, occurrences, or matters between the Parties occurring during the Class
10 Period. Without limiting the generality of the foregoing, this release shall include, but not be
11 limited to, any and all claims under the (a) Americans with Disabilities Act, as amended; (b) Title
12 VII of the Civil Rights Act of 1964, as amended; (c) the Civil Rights Act of 1991; (d) 42 U.S.C. §
13 1981, as amended; (e) the Age Discrimination in Employment Act, as amended; (f) the Fair
14 Standards Act, as amended; (g) the Equal Pay Act; (h) the Employee Retirement Income Security
15 Act, as amended; (i) the Consolidated Omnibus Budget Reconciliation Act; (j) the Rehabilitation
16 Act of 1973; (k) the Family and Medical Leave Act; (l) the Civil Rights Act of 1966; (m) the
17 California Fair Employment and Housing Act; (n) the California Constitution; (o) the California
18 Labor Code; (p) the California Government Code; (q) the California Civil Code; and (r) any and all
19 other federal, state and local statutes, ordinances, regulations, rules and other laws, and any and all
20 claims based on constitutional, statutory, common law or regulatory grounds as well as any other
21 claims based on the theories of wrongful or constructive discharge, breach of contract or implied
22 contract, fraud, misrepresentation, promissory estoppel or intentional and/or negligent infliction of
23 emotional distress, or damages under any other federal, state or local statutes, ordinances,
24 regulations, rules or laws. This release is for any and all relief, no matter how denominated,
25 including, but not limited to, overtime, wages, back pay, front pay, vacation pay, bonuses,
26 compensatory damages, tortious damages, liquidated damages, punitive damages, damages for pain
27 and suffering, and attorneys' fees and costs, and Plaintiff hereby forever releases, discharges and
28

1 agrees to hold harmless Defendant and the Released Parties from any and all claims for attorney
2 fees and costs arising out of the matters released in this Stipulation.

3 Plaintiff specifically acknowledges that they are aware and familiar with the provisions of
4 Section 1542 of the California Civil Code, or any other similar provision under federal or state law,
5 which provides:

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

10 Plaintiff, being aware of Section 1542, hereby expressly waives and relinquishes all rights
11 and benefits she may have under Section 1542 as well as any other statutes or common law
12 principles of a similar effect. Plaintiff may hereafter discover facts in addition to or different from
13 those which they now know or believe to be true with respect to the subject matter of all the claims
14 referenced herein, but stipulates and agrees that, upon the Effective Date, Plaintiff shall and hereby
15 does fully, and forever settle and release any and all claims against the Released Parties, known or
16 unknown, suspected or unsuspected, contingent or non-contingent, that were asserted or could have
17 been asserted upon any theory of law or equity without regard to the subsequent discovery
18 existence of such different or additional facts.

18 13. **DUTIES OF THE PARTIES**

19 13.1 **Mutual Full Cooperation.** The Parties agree to cooperate fully with one another to
20 accomplish and implement the terms of this Stipulation. Such cooperation shall include, but not be
21 limited to, execution of such other documents and the taking of such other actions as may
22 reasonably be necessary to fulfill the terms of this Class Settlement. The Parties shall use their best
23 efforts, including all effects contemplated by this Stipulation and any other efforts that may become
24 necessary by court order or otherwise, to effectuate this Stipulation and the terms set forth herein.
25 As soon as practicable after execution of this Stipulation, Class Counsel, with the cooperation of
26 Defendant and Defense Counsel, shall take all necessary and reasonable steps to secure the Court's
27 final approval of this Stipulation.
28

1 13.2 **Duty to Support and Defend the Class Settlement.** The Parties agree to abide by
2 all of the terms of the Class Settlement in good faith and to support the Class Settlement fully and
3 to use their best efforts to defend this Class Settlement from any legal challenge, whether by appeal
4 or collateral attack.

5 13.3 **Duties Prior to Court Approval.** Class Counsel shall promptly submit this
6 Stipulation to the Court for preliminary approval and determination by the Court as to its fairness,
7 adequacy, and reasonableness. Promptly upon execution of this Stipulation, Class Counsel shall
8 apply to the Court for the entry of a preliminary order substantially in the form filed concurrently
9 herewith as **Exhibit 2**, scheduling a hearing on the question of whether the proposed Class
10 Settlement should be approved as fair, reasonable, and adequate as to the Settlement Class
11 Members, approving as to form and content the proposed Class Notice attached hereto as **Exhibit**
12 **1**, and directing the mailing of the Class Notice to Settlement Class Members.

13 14. **MISCELLANEOUS PROVISIONS**

14 14.1 **Different Facts.** The Parties hereto, and each of them, acknowledge that, except for
15 matters expressly represented herein, the facts in relation to the dispute and all claims released by
16 the terms of this Stipulation may turn out to be other than or different from the facts now known by
17 each party and/or its counsel, or believed by such Party or counsel to be true, and each Party
18 therefore expressly assumes the risk of the existence of different or presently unknown facts, and
19 agrees that this Stipulation shall be in all respects effective and binding despite such difference.

20 14.2 **No Prior Assignments.** The Parties represent, covenant, and warrant that they have
21 not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
22 encumber to any person or entity any portion of any liability, claim, demand, action, cause of
23 action, or right herein released and discharged except as set forth herein.

24 14.3 **Non-Admission.** Nothing in this Stipulation shall be construed as or deemed to be
25 an admission by any Party of any liability, culpability, negligence, or wrongdoing toward any other
26 Party, or any other person, and the Parties specifically disclaim any culpability, negligence, or
27 wrongdoing toward each other or any other person. Each of the Parties has entered into this
28 Stipulation with the intention to avoid further disputes and litigation with the attendant

1 inconvenience, expenses, and contingencies. Nothing herein shall constitute any admissions by
2 Defendant of wrongdoing or liability, or of the truth of any factual allegations in the Action.
3 Nothing herein shall constitute any admission by Defendant regarding the merits of the Claims in
4 this Action, including but not limited to claims for unpaid wages under California and/or federal
5 law. Nothing herein shall constitute an admission by Defendant that the Action was properly
6 brought as a class or representative action other than for settlement purposes. To the contrary,
7 Defendant has denied and continues to deny each and every material factual allegation and all
8 Claims. To this end, the Class Settlement of the Action, the negotiation and execution of this
9 Stipulation, and all acts performed or documents executed pursuant to or in furtherance of this
10 Stipulation or the Class Settlement are not, shall not be deemed to be, and may not be used as, an
11 admission or evidence of any wrongdoing or liability on the part of Defendant or of the truth of any
12 of the factual allegations in the Complaint in the Action; and are not, shall not be deemed to be, and
13 may not be used as, an admission or evidence of any fault or omission on the part of Defendant in
14 any civil, criminal or administrative proceeding in any court, administrative agency or other
15 tribunal.

16 14.4 **Media or Press.** Plaintiff and Defendant, and their respective counsel, agree to
17 limit public comment on this Settlement, the Action, and the claims to stating that the matter has
18 been resolved to the satisfaction of both parties. Neither side will initiate public comment.

19 14.5 **Non-Retaliation.** Defendant understands and acknowledges that it has a legal
20 obligation not to retaliate against any Settlement Class Member who elects to participate in the
21 Class Settlement or elects to Opt-Out of the Class Settlement. Defendant will refer any inquiries
22 regarding this Class Settlement to the Settlement Administrator or Class Counsel and will not
23 discourage, directly or indirectly, Settlement Class Members from making claims, opting out or
24 objecting to the Class Settlement.

25 However, Plaintiff agrees that she will not knowingly apply for employment with
26 Defendant, or any parent, subsidiary or affiliated company of Defendant, at any time in the future,
27 and waive and release any right to be considered for such employment. In the event that Plaintiff
28 does seek to obtain employment with Defendant or any parent, subsidiary or affiliate in any

1 capacity after the date of the execution of this Agreement, it is agreed and understood that this
2 Agreement shall constitute good cause for the refusal by such entities to offer employment to
3 Plaintiff. In the event that Plaintiff is hired by Defendant or any parent, subsidiary or affiliate, it
4 is agreed and understood that this Agreement shall constitute good cause for termination.

5 14.6 **Construction.** The Parties hereto agree that the terms and conditions of this
6 Stipulation are the result of lengthy, intensive, arms-length non-collusive negotiations between the
7 Parties and that this Stipulation is not to be construed in favor of or against any party by reason of
8 the extent to which any party or its counsel participated in the drafting of this Stipulation. If any of
9 the dates in the Stipulation fall on a weekend, bank or court holiday, the time to act shall be
10 extended to the next business day.

11 14.7 **Governing Law.** This Stipulation is intended to and shall be governed by the laws
12 of the State of California, without regard to conflict of law principles, in all respects, including
13 execution, interpretation, performance, and enforcement.

14 14.8 **Notices.** Except for Settlement Class Member notices required to be made by the
15 Settlement Administrator, any and all notices or other communications required or permitted under
16 this Stipulation shall be in writing and shall be sufficiently given if delivered in person to the party
17 or their counsel by U.S. certified mail, postage pre-paid, e-mail, facsimile, or overnight delivery
18 addressed to the address of the party appearing in this Stipulation.

19 14.9 **Captions and Interpretations.** Section titles or captions contained herein are
20 inserted as a matter of convenience and for reference only and in no way define, limit, extend, or
21 describe the scope of this Stipulation or any provision thereof.

22 14.10 **Modification.** This Stipulation may not be changes, altered, or modified, except in
23 writing signed by the Parties and approved by the Court. This Stipulation may not be discharged
24 except by performance in accordance with its terms or by a writing signed by the Parties.

25 14.11 **Integration Clause.** This Stipulation contains the entire agreement between the
26 Parties relating to the Class Settlement of the Action and the transactions contemplated thereby,
27 and all prior or contemporaneous agreements, understandings, representations, and statements,
28

1 whether oral or written, and whether by a party or such party's legal counsel, are hereby
2 superseded. No rights under this Stipulation may be waived except in writing as provided above.

3 14.12 **Successors and Assigns.** This Stipulation shall be binding upon and inure to the
4 benefit of the Parties and Settlement Class Members (excluding only persons who timely opt-out)
5 and their respective present and former heirs, trustees, executors, administrators, representatives,
6 officers, directors, shareholders, agents, employees, insurers, attorneys, accountants, auditors,
7 advisors, consultants, pension and welfare benefit plans, fiduciaries, parent companies,
8 subsidiaries, affiliates, related companies, joint ventures, predecessors, successors, and assigns.

9 14.13 **Corporate Signatories.** Any person executing this Stipulation or any such related
10 document on behalf of a corporate signatory or on behalf of a partnership hereby warrants and
11 promises, for the benefit of all Parties hereto, that such persons has been duly authorized by such
12 corporation or partnership to execute this Stipulation or any such related document.

13 14.14 **Execution in Counterparts.** This Stipulation shall become effective upon its
14 execution by all of the undersigned. The Parties may execute this Stipulation in counterparts, and
15 execution of counterparts shall have the same force and effect as if all Settling Parties had signed
16 the same instrument.

17 14.15 **Attorney Fees, Costs and Expenses.** Except as otherwise specifically provided for
18 herein, each Party shall bear their or its own attorney fees, costs and expenses, taxable or otherwise,
19 incurred by them in or arising out of the Action and shall not seek reimbursement thereof from any
20 other party to this Stipulation.

21 IN WITNESS WHEREOF, the Parties and their counsel have executed this Stipulation on
22 the date below their signatures of their representatives. The date of the Stipulation shall be the date
23 of the latest signature.

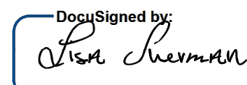
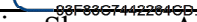
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June 16, 2022

FISHER & PHILLIPS, LLP

By: 
Lonnie Giamela, Counsel for Defendant
Wolfgang Puck Catering and Events, LLC

6/16/2022
June __, 2022

DocuSigned by:

By: 
Lisa Sherman, Assistant General Counsel
on behalf of Defendant Wolfgang Puck
Catering and Events, LLC

June , 2022

Dennis F. Moss, Attorney at Law

By: _____
Dennis F. Moss, Counsel for Plaintiff
Kathy Byron

June , 2022

By: _____
Kathy Byron, Plaintiff

June __, 2022

FISHER & PHILLIPS, LLP

By: Lonnie Giamela, Counsel for Defendant
Wolfgang Puck Catering and Events, LLC

June __, 2022

By: Lisa Sherman, Assistant General Counsel
on behalf of Defendant Wolfgang Puck
Catering and Events, LLC

June 22, 2022

Dennis F. Moss, Attorney at Law

By: Dennis F. Moss, Counsel for Plaintiff
Kathy Byron

June 10, 2022

By: Kathy Byron, Plaintiff

EXHIBIT 1

to

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

Byron v. Wolfgang Puck Catering and Events LLC, Los Angeles County Superior Court Case No. 20STCV17954

NOTICE OF CLASS ACTION AND PAGA SETTLEMENT
You are not being sued. This notice affects your rights. Please read it carefully.

To: All persons who were employed by Wolfgang Puck Catering and Events LLC (“Defendant or “Wolfgang Puck”) as hourly paid, non-exempt employees within the State of California who worked a catering event in March 2020, were furloughed on or about March 19, 2020 and received a paycheck with a pay date of March 26, 2020.

PLEASE READ THIS NOTICE CAREFULLY. THIS NOTICE RELATES TO A PROPOSED SETTLEMENT OF CLASS ACTION AND PAGA LITIGATION. IF YOU ARE A CLASS MEMBER, THIS NOTICE CONTAINS IMPORTANT INFORMATION AS TO YOUR RIGHTS. YOUR OPTIONS FOR RESPONDING TO THIS NOTICE ARE SET FORTH IN PARAGRAPH V, BELOW.

On ####, 2022, the Honorable William F. Highberger of the Superior Court of the State of California, for the County of Los Angeles granted preliminary approval of this class action and Private Attorneys General Act (“PAGA”) settlement and ordered the litigants to notify all Class Members (as defined below) of the Settlement. You have received this Notice because Defendant’s records indicate that you worked a catering event in March 2020, were furloughed on or about March 19, 2020, and received a paycheck with a pay date of March 26, 2020.

I. Who Should Read This Notice?

You should read this Notice if you are a Class Member/ PAGA Aggrieved employees as defined here:

All hourly paid, non-exempt persons who were employed by Wolfgang Puck in the State of California and worked a catering event in March 2020, were furloughed on or about March 19, 2020, and received a paycheck from Wolfgang Puck with a pay date of March 26, 2020. The “Class And PAGA Period” means the period when employees experienced furloughs in March 2020 through the payment of wages on March 26, 2020.

II. Summary of the Litigation

On May 8, 2020, Plaintiff Byron filed the Action entitled *Kathy Byron vs. Wolfgang Puck Catering and Events, LLC*, Los Angeles County Superior Court Case No. 20STCV17954 as an individual, on behalf of a class and on behalf of the State of California and aggrieved employees as a private attorney general. The Complaint alleged two claims, a class claim for failure to timely pay final wages upon cessation of employment, including layoffs between assignments and the March 2020 furlough, and a cause of action pursuant to PAGA arising from the same facts. The Parties agreed to the facts and filed motions for summary judgment/adjudication, a process through which the judge assigned to the case decided the merits of the case based on the agreed facts. On July 21, 2021, the Court granted Summary Judgment for the Defendant finding that Plaintiff’s case was not viable as a matter of law. Plaintiff filed a timely Notice of Appeal on September 14, 2021, and a Supplemental Notice of Appeal on September 24, 2021.

The Court of Appeal offered the Parties the opportunity to participate in the Court of Appeal’s mediation program, which they did on November 15, 2021. The Parties reached this Settlement through the Mediation process. On February 16, 2022, the Court of Appeal ordered this Court to conduct Settlement Approval proceedings consistent with the Superior Court’s practices in reviewing Class and PAGA settlements.

Counsel for Plaintiff and the Settlement Class, Moss Bollinger, LLP (“Class Counsel”), has investigated and researched the facts and circumstances underlying the issues raised in the Action and the applicable law. Based on their independent investigation and evaluation, Plaintiff’s Counsel believes the proposed settlement is fair, adequate, reasonable, and in the best interests of the Class Members in light of all known facts and circumstances, including the ruling of the Superior Court completely rejecting Plaintiff’s position on the merits of the case, the

risk of significant delay, defenses asserted by Defendant, arbitration agreements that are applicable to most Class Members, and the numerous potential appellate issues that have arisen and may arise in the future.

Defendant has denied and continues to deny the factual and legal allegations in the case, any liability or wrongdoing of any kind associated with the claims alleged in the Action and believe that they have valid defenses to the claims alleged in the Action. By agreeing to settle, Defendant is not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action or PAGA representative action. Defendant has agreed to settle the case as part of a compromise with Plaintiff and the Class Members. Nothing in this Settlement Agreement shall be construed or deemed as an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant.

III. Summary of Settlement Terms

Plaintiff and Defendant have agreed to settle the Action in a Class and PAGA Settlement (“Class and PAGA Settlement”). The following is a summary of the Class and PAGA Settlement’s provisions. The specific and complete terms of the proposed Class and PAGA Settlement are stated in the “Joint Stipulation of Class Action and PAGA Settlement and Release” (“Stipulation of Settlement”). The Court file has the settlement documents, which explain the settlement in greater detail. If you would like copies of the settlement documents, you can contact the Settlement Administrator or Class Counsel. You can also follow the procedures, as indicated below in the section “Examination of Papers and Inquiries.”

A. The Class Settlement Amount

Plaintiff and Defendant agreed to settle the claims set forth in Section III.E., below, in exchange for the Gross Settlement Amount of \$50,500 which will be used for: (1) individual settlement payments to Class Participants for their share of the Class portion of the Settlement and individual settlement payments to PAGA aggrieved employees for their share of the PAGA portion of the Settlement irrespective of whether they participate in the Class; (2) Plaintiff’s Counsel’s attorneys’ fees and costs; (3) the cost of settlement administration in the amount of approximately \$5,000; (4) the PAGA Payment to the Labor and Workforce Development Agency (“LWDA”) and (5) service payment to the named Plaintiff.

The Parties have agreed that Five Thousand Dollars (\$5,000) of the Gross Settlement Amount will be allocated to the resolution of Class Members’ claims arising under PAGA (the “PAGA Payment”). Pursuant to PAGA, Seventy-Five Percent (75%), or Three Thousand Seven Hundred Fifty Dollars (\$3,750) of the PAGA Payment, will be paid to the LWDA. The remaining Twenty-Five Percent (25%), or One Thousand Two Hundred Fifty Dollars (\$1,250), will be distributed to the PAGA aggrieved employees in equal shares.

Each Class Member who does not opt out of the Class will receive a separate individual settlement payment from the Net Settlement Amount (“NSA”) in addition to their share of the PAGA portion of the Settlement.” The NSA is the amount of money available for payment after deduction of items (2), (3), (4), and (5) listed in the first paragraph of this Section III.A. **Each Class Member, irrespective of whether they opt-out of the class settlement, is also a PAGA aggrieved employee and will, therefore receive an individual settlement payment for their share of the PAGA Amount.**

B. Class Representative Enhancement Payment

The Class Representative, Kathy Byron, will request a service payment of up to \$1,250, subject to Court approval, for bringing this lawsuit and her service as Plaintiff.

C. Attorneys’ Fees and Litigation Costs/Expenses

The Settlement provides for payment of up to Sixteen Thousand Eight Hundred Thirty Three (\$16,833) to the Class Counsel representing Plaintiff and the Class for attorneys’ fees, and Costs not to exceed Eight Thousand and Seventeen Dollars (\$8,630.16), subject to Court approval.

D. Calculation of Settlement Payment

The Settlement Administrator, Phoenix Settlement Administrators, will mail Individual Settlement Payments to each Settlement Class Member who do not opt out and PAGA shares to all Aggrieved Employees. Settlement Class Members shall not be allowed to opt-out of the PAGA portion of the Settlement and therefore shall receive their share of the Net PAGA Amount irrespective of whether they opt-out of the Class. The Settlement Administrator, Phoenix Settlement Administrators will also mail Individual Settlement Payments to each Class

<<EmployeeName>>

Member who does not opt out (“Class Participants”) for their share of the NSA. Class Members who do not opt out will receive an Individual Settlement Payment that contains both their share of the PAGA Amount and their share of the NSA in the same check. If a Class Member opts out of the Class, he/she/they will still receive an Individual Settlement Payment that contains their share of the PAGA Amount.

Each Settlement Class Member will receive an equal share of the NSA and PAGA Amount. The maximum amount that each Settlement Class Member is entitled to receive for their portion of the NSA is determined by dividing 100% of the NSA by the total number of Settlement Class Members.

The maximum amount that each Aggrieved Employee will receive for their portion of PAGA Amount is determined by dividing \$1,250 by the total number of Aggrieved Employees.

Class Members/Aggrieved employees shall be solely responsible for any and all tax obligation associated with their respective Individual Settlement Amounts.

The estimated amount of your payment is: <<estAmount>>.

This estimated amount may go up or down slightly based on the final calculations and how many Class Members participate in the Settlement. As applicable, 1099 IRS Forms will be distributed to Class Members/Aggrieved Employees, and the appropriate taxing authorities reflecting the payments received under the Settlement. Class Members/Aggrieved Employees should consult their tax advisors concerning the tax consequences of the payments they receive. For purposes of this Settlement, payments to Settlement Class Members shall be allocated as 100% waiting time penalties and PAGA Civil Penalties. Payments from the PAGA Amount shall be treated as miscellaneous income which shall be reported on an IRS 1099 without withholdings.

E. Releases

Upon the final approval by the Court of the Stipulation of Settlement, the Class Participants and Plaintiff will be deemed to have released and waived the following Claims against the Released Parties.

Released Claims means all wage and hour claims against Defendant brought under California Labor Code Section 203 arising from the timing of wage payments ultimately paid on March 26, 2020 following the March 2020 furlough of Class Members.

Released PAGA Claims means all civil penalties pursuant to the Private Attorneys General Act (“PAGA”) (Labor Code § 2699 et seq.) for claims under California Labor Code Section 203 arising from the timing of wage payments ultimately paid on March 26, 2020 following the March 2020 furlough of Class Members.

Released Parties means Defendant Wolfgang Puck Catering and Events LLC and all of Defendant’s current and former agents, officers, employees, directors, owners, subsidiaries, affiliates, parent companies and other related parties, including Compass Group USA, Inc.

Release: The Parties agree that it is their intent that the terms set forth in this Settlement Agreement will release any further attempt, by lawsuit, administrative claim or action, arbitration, demand or other action of any kind, by each and every Class Participant (i.e., those who do not timely opt out) to obtain recovery for the Released Claims during the period covered from the furloughs in March 2020 through the payment of wages on March 26, 2020.

IV. Notice of Hearing on Final Approval of Settlement

You are hereby notified that a final approval hearing will be held before the Honorable William F. Highberger on ###, 2022, at ## p.m. in Department SS-10 of the Superior Court of the State of California for the County of Los Angeles, located at 312 North Spring Street, Los Angeles, California 90012, to determine whether the proposed Settlement of the Action is fair, reasonable, and adequate, and should be finally approved by the Court. The Court may adjourn the hearing from time to time, without further notification, as the Court may direct. You are not required to attend the Hearing.

V. Your Options Under the Settlement

The purpose of this Notice is to inform you of the proposed settlement and of your options. Each option has its consequences, which you should understand before making your decision. Your rights regarding each option, and the steps you must take to select each option, are summarized below.

Important Note: Defendant will not retaliate against you in any way for either participating or not participating in this Settlement.

Option 1 – Do Nothing: To Participate in the Settlement, You Do Not Need to Do Anything

If you want to receive your entire share from the Settlement, you do not need to do anything. If the Court grants final approval of the Settlement, you will receive payment for your share of the Settlement, and you will have released the Released Claims identified in Paragraph III.E., above. If you move, please promptly provide your current mailing address to the Settlement Administrator.

Option 2 – Submit an Objection with the Administrator and Attorneys or in Person

You may submit a legal objection to the proposed Settlement in writing or in person at the final approval hearing. If you would like to object, you may not opt out of this Settlement. If you would like to object in writing, send a Notice of Objection to the Settlement Administrator by the Response Deadline and state why you object to the Settlement, including the following information: (a) the Class Member's full name; (b) a statement of all grounds for the objection accompanied by any legal support for such objection; and (c) copies of any papers, briefs, or other documents upon which the objection is based without any identifying information. The written Notice of Objection should be mailed or faxed to the Settlement Administrator at the specified address on or before **###, 2022**.

Any written Notice of Objection must also be mailed to the attorneys listed below:

CLASS COUNSEL:	DEFENDANTS' COUNSEL:
MOSS BOLLINGER, LLP Dennis F. Moss 15300 Ventura Boulevard, Suite 207 Sherman Oaks, California 91403 Phone: (310) 982-2984 Fax: (818) 963-5954	FISHER PHILLIPS Lonnie D. Giamela 444 South Flower Street, Suite 1500 Los Angeles, CA 90071 Phone: (213) 330-4454

By submitting an objection, you are not excluding yourself from the Settlement. You may also object in person, whether or not you submitted a written objection, by appearing at the Final Approval Hearing, which is set for **#####, 2022, at #####p.m.** in Department SS-10 of the Superior Court of the State of California, for the County of Los Angeles, located at 312 North Spring Street, Los Angeles, California 90012.

At that Hearing, you may discuss your objection with the Court and the Parties. Class Members may appear at the final approval hearing either in person in the courtroom or by telephone via LACourtConnect (<https://lacc.lacourt.org/>). Class Members who wish to appear by LACourtConnect should contact Class Counsel at least three days before the hearing if possible, to arrange a telephonic appearance. Any LACourtConnect fees for an appearance by an objecting class member will be paid by Class Counsel. You may also retain an attorney to represent you at the hearing. (No attorney's fees or costs will be paid by Defendant or Plaintiff's Counsel for such attorney's appearance at the hearing on final approval.)

Option 3 – Opt Out/Request for Exclusion

You may also opt out of the Class Settlement but not the PAGA Settlement. To exclude yourself from the Class Settlement, you must send a letter requesting that you be excluded from the settlement. The Request for Exclusion must: (a) Contain the Class Member's full name; (b) clearly state that the Class Member does not wish to be included in the Settlement; (c) be returned by mail to the Settlement Administrator at the specified address; and

<<EmployeeName>>

(d) be postmarked to the Settlement Administrator on or before ##### 2022. The date of the postmark on the return mailing envelope will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. A Class Member who does not request exclusion from the settlement will be deemed a Class Participant and will be bound by all terms of the Settlement Agreement if the settlement is granted final approval by the Court.

If you choose **Option 1**, and if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement funds. In addition, you will be deemed to have released all of the Released Claims including the Released PAGA Claims, identified in Paragraph III.E., above.

If you choose **Option 2** and the Court overrules your objection to the settlement, you will still be entitled to the money from the settlement and you will be deemed to have released all of the Released Claims, including the Released PAGA Claims, identified in Paragraph III.E., above.

If you choose **Option 3** and the Court grants final approval of the settlement, you will not release your individual claims against Defendants. However, because all Class Members are also PAGA aggrieved employees, all Class Members, including Plaintiffs, shall release and discharge Defendant and the other Released Parties from Released PAGA Claims, as defined above, irrespective of whether that Class Member validly requests exclusion from the settlement of Released Claims. In other words, a request for exclusion does not affect the release of PAGA Claims under this Agreement. You will receive money from the Net PAGA Amount, irrespective of whether you opt-out of the class settlement.

Byron v. Wolfgang Puck Catering and Events LLC Settlement Administrator
c/o Phoenix Settlement Administrators.
[INSERT ADDRESS and FAX #]

VI. Examination of Papers and Inquiries

This Notice of Class Action and PAGA Settlement is only a summary of the Action and the Stipulation of Settlement and does not purport to be comprehensive. For more information, you may refer to the underlying documents and papers on file with the Court at the Office of the Clerk of the Court, for Superior Court of the State of California for the County of Los Angeles, located at 312 North Spring Street, Los Angeles, California 90012, during the regular business hours of each business day. You may also contact Class Counsel, whose contact information is above, and they will provide you with a copy of the settlement documents free of charge.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact Class Counsel listed above, or the Settlement Administrator at the telephone number listed below, toll free. Please refer to the Byron and Wolfgang Puck Class Action Settlement.

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, DEFENDANTS, OR THE ATTORNEYS FOR DEFENDANTS WITH INQUIRIES.

EXHIBIT 2

to

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

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JEREMY F. BOLLINGER (SBN 240132)
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Attorneys for Plaintiff KATHY BYRON

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

KATHY BYRON, an individual, on behalf
of herself and all others similarly situated,

Plaintiff,

vs.

WOLFGANG PUCK CATERING AND
EVENTS, LLC, a Delaware entity, and
DOES 1-50

Defendants.

Case No. 20STCV17954

CLASS ACTION

**[PROPOSED] ORDER GRANTING
MOTION FOR AN ORDER (1)
PRELIMINARILY APPROVING THE
CLASS ACTION SETTLEMENT, (2)
APPROVING NOTICE OF CLASS ACTION
SETTLEMENT, AND (3) SETTING
HEARING FOR FINAL APPROVAL**

*[Filed concurrently with Plaintiff's Notice of
Motion and Motion; Memorandum of Points and
Authorities; and Declaration of Dennis F. Moss;
Declaration of Kathy Byron; and Declaration of
Jodey Lawrence]*

Date: July 15, 2022
Time: 8:30 a.m.
Dept.: SS10
Honorable William F. Highberger

Action Filed: May 8, 2020
Trial Date: None Set

1 Plaintiff KATHY BYRON (“Plaintiff”) filed a Motion (the “Motion”) for an Order (1)
2 preliminarily approving the Joint Stipulation of Class Action Settlement reached between the
3 parties; (2) approving the Notice of Class Action Settlement, and (3) setting the final approval
4 hearing. The hearing on the Motion was set for July 15, 2022 at 8:30 a.m. at the Spring Street
5 Courthouse at 312 N Spring St, Los Angeles, Ca 90012, Department 10. Defendant Wolfgang
6 Puck Catering & Events, LLC., (“Defendant”), did not oppose the Motion. (Plaintiff and
7 Defendant shall be collectively referred to herein as the “Parties”).

8 The Court, having considered Plaintiff’s Motion, the Memorandum of Points and
9 Authorities in support thereof and supporting evidence and Declaration, and Defendant’s
10 agreement with and/or non-opposition to the Motion, hereby ORDERS, ADJUDGES, AND
11 DECREES as follows:

12 1. The Preliminary Approval Motion is GRANTED and the Parties’ Joint Stipulation
13 of Class Action and PAGA Settlement and Release (the “Settlement” or “Settlement Agreement”)
14 attached to the Declaration of Dennis F. Moss is preliminarily approved.

15 2. This Order incorporates by reference the definitions in the Settlement Agreement
16 and all terms defined therein shall have the same meaning in this Order.

17 3. The Class is preliminarily certified for settlement purposes only. The class is
18 defined as: “all hourly paid, non-exempt persons employed by Defendant in the State of
19 California who worked a catering event in March 2020, were furloughed on or about March 19,
20 2020 and received a paycheck with a pay date of March 26, 2020.” Should the Settlement not
21 become final, this Order shall be rendered null and void and shall be vacated, and the fact that the
22 Parties were willing to stipulate to class certification as part of the settlement shall have no
23 bearing on, nor be admissible in connection with, the issue of whether a class should be certified
24 in a non-settlement context. Should the Settlement not become final, the Parties shall revert to
25 their respective positions prior to notifying the Court of the settlement of the action.

26 4. The class action settlement contemplated by the Settlement Agreement is
27 preliminarily approved based upon the terms set forth in the Settlement Agreement. The class
28 action settlement appears to be fair, adequate, and reasonable to the Class. The class action

1 settlement contemplated by the Settlement Agreement falls within the range of reasonableness
2 that could ultimately be granted final approval by the Court. The preliminary approval of the class
3 action settlement includes the approval for purposes of the settlement of Dennis F. Moss, and
4 Moss Bollinger, LLP as Class Counsel; Kathy Byron as Class Representatives, and Phoenix Class
5 Action Administrators as Class Action Administrator. Class Counsel is authorized to act on
6 behalf of the Class Members with respect to all acts or consents required by or which may be
7 given pursuant to the Settlement Agreement and the class action settlement contemplated by the
8 Settlement Agreement, and such other acts reasonably necessary to consummate the settlement.
9 The Class Action Administrator is authorized to perform such acts as set forth in this Order and
10 the Settlement Agreement.

11 5. The Court approves the Parties' allocation of \$5,000 to settle claims under the
12 Labor Code Private Attorneys General Act of 2004 ("PAGA"). Pursuant to Labor Code § 2699(i),
13 75% of this amount, or \$3,750, shall be paid to the California Labor & Workforce Development
14 agency and the remaining 25%, or \$1,250, shall be paid to Class Members who worked during the
15 period embraced by the PAGA claims in the manner set forth in the Settlement Agreement.

16 6. The Notice of Class Notice Settlement ("Class Notice" or "Notice") attached to the
17 Joint Stipulation of Settlement as Exhibit 1 advising the Class of material terms and provisions of
18 this settlement, the procedure for approval thereof, and their rights with respect thereto are
19 approved as to form and content. The Court approves the procedure set forth in the Settlement
20 Agreement for Class Members to participate in, opt out of, and object to the Settlement as set
21 forth in the Notice.

22 7. The Notice shall be sent by first class mail to the Class in accordance with the
23 schedule set forth below. The dates selected for the mailing and distribution of the Notice Packet
24 as set forth below meet the requirements of due process and provide the best notice practicable
25 under the circumstances and shall constitute due and sufficient notice to all persons entitled
26 thereto:

27 a. Deadline for Defendants to provide to Class Action Administrator the class
28

list and related information: 21 calendar days after the Order granting preliminary approval.

b. Deadline for Class Action Administrator to mail the Class Notice by first-class regular U.S. mail: 35 calendar days after the Order granting preliminary approval.

c. Deadline for class members to mail requests for exclusion to the Class Action Administrator: 45 calendar days after the mailing of the Notice.

d. Deadline for class members to mail objections to the Class Action Administrator: 45 calendar days following the conclusion of the Opt-Out Period.

e. Deadline for Class Counsel to file a Motion for Final Approval and a Motion for Attorneys' Fees: _____.

f. A Final Approval Hearing on the question of whether the proposed settlement, attorneys' fees and costs to Class Counsel, and the class representative enhancement should be approved as fair, reasonable, and adequate as to the Settlement Class: _____ at _____ a.m./p.m.

8. The Joint Stipulation shall not be construed as an admission or evidence of either liability or the appropriateness of class certification in the non-settlement context, as more specifically set forth in the Joint Stipulation. Entry of this Order is without prejudice to the rights of Defendants to oppose certification of a class in this action should the proposed settlement not be granted final approval.

9. All further proceedings in this action shall be stayed except such proceedings necessary to review, approve, and implement this Settlement.

IT IS SO ORDERED.

DATED: _____

HONORABLE WILLIAM F. HIGHBERGER
JUDGE OF THE SUPERIOR COURT