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18
19 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
20 **FOR THE COUNTY OF EL DORADO**

21 AARON PAUL, REBECCA JOINER,
22 individually on behalf of themselves, and on
behalf of all similarly situated individuals,

23 Plaintiffs,

24 v.

25 THE RIVA PARTNERS, a California
26 limited partnership, and DOES 1 through
10, inclusive,

27 Defendants.
28

CASE NO: SC20200155

*Assigned to the Hon. Michael J. McLaughlin,
Dept. 4*

CLASS ACTION

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

1 This Joint Stipulation of Class Action Settlement and Release of Claims ("Settlement
2 Agreement") is made and entered into by and between Plaintiffs Aaron Paul and Rebecca Joiner
3 (together, "Plaintiffs" or "Class Representatives," individually, "Plaintiff Paul" and "Plaintiff
4 Joiner," respectively), individually and on behalf of all others similarly situated Class Members,
5 Aggrieved Employees, and the State of California as Private Attorney General, on the one hand,
6 and Defendant The Riva Partners ("Defendant"), subject to the terms and conditions herein and the
7 Court's approval.

8 **A. Definitions.**

9 1. Plaintiffs, the Class Members (as defined below), and Defendant are collectively
10 referred to herein as "the Parties."

11 2. Daniel F. Gaines and Alex P. Katofsky of Gaines & Gaines, APLC are counsel of
12 record for Plaintiffs. For purposes of this Settlement Agreement only, the firm of Gaines & Gaines,
13 APLC shall be designated as "Settlement Class Counsel."

14 3. "Defendant's counsel" is Louis A. Basile, Esq. and Ravn R. Whittington, Esq. of
15 Porter Simon, Professional Corporation and Christian Brown, Esq. of Elevation Law.

16 4. The "Action" means the case of *Aaron Paul, et al. v. The Riva Partners*, El Dorado
17 County Superior Court Case. No. SC20200155.

18 5. The "Class Members" shall be defined as "all individuals who worked for
19 Defendant as a non-exempt employee in California at any time between November 5, 2016 and
20 July 15, 2022 (the "Class Period"). Defendant represents that this Class contains no more than 583
21 members.

22 6. Any Class Member who files a timely request for exclusion, as detailed below, will
23 be excluded from the final settlement.

24 7. The "Effective Date" of this Joint Stipulation of Class Action Settlement and
25 Release of Claims is the date of the later of: (a) final approval by the Court; or (b) if there are
26 objections to the settlement which are not withdrawn, and if an appeal, review, or writ is not sought
27 from the judgment, the 61st day after service of notice of entry of judgment; or (c) if there are
28 objections to the settlement which are not withdrawn, and if an appeal, review, or writ is filed, the

1 day after the Judgment granting final approval of the Settlement is affirmed or the appeal is
2 dismissed and the Judgment is no longer subject to judicial review.

3 **B. General.**

4 10. On February 24, 2020, Plaintiffs exhausted the pre-filing requirements of the Labor
5 Code Private Attorneys General Act of 2004 ("PAGA").

6 11. On November 5, 2020, Plaintiffs initiated their Action in the El Dorado County
7 Superior Court by filing a class action and representative action complaint, on behalf of themselves
8 and on behalf of all similarly situated individuals. Thereafter, on February 28, 2022, Plaintiffs filed
9 a First Amended Complaint.

10 12. The Action, as amended, alleges violations of the California Labor Code and
11 California Business and Professions Code. The lawsuit seeks to certify a class of all current and
12 former non-exempt California employees of Defendant at any time between November 5, 2016 and
13 July 15, 2022 ("Class Period"). Specifically, the lawsuit alleges that members of the Class were
14 not paid all wages; were not paid all gratuities; were not provided compliant meal and rest periods
15 or premium compensation in lieu thereof; were not reimbursed for all business-related expenses;
16 were not timely issued final wages upon separation of employment; and were not issued accurate
17 and complete itemized wage statements. It seeks recovery of wages, expense reimbursement,
18 damages, interest, statutory and civil penalties, restitution, attorneys' fees and costs. Defendant
19 denies all of the material allegations in the lawsuit and denies that it owes Class Members any
20 remedies. The Court has not made a ruling on the merits of the case.

21 13. Defendant denies any liability or wrongdoing of any kind associated with the claims
22 alleged in the Actions, and further denies that the Action is appropriate for class treatment for any
23 purpose other than this settlement. Defendant contends that it has complied at all times with the
24 California Labor Code. It is Defendant's position that, if this case were to be litigated, class
25 certification would be inappropriate because Plaintiffs are not adequate class representatives,
26 Plaintiffs' claims are not typical of putative class members, and individual issues predominate over
27 class issues, among other defenses, including numerosity and commonality. The Actions, the
28 negotiation and execution of this Settlement Agreement, and all acts performed or documents

1 executed pursuant to or in furtherance of this Settlement Agreement (i) shall not be used as an
2 admission, or as evidence of wrongdoing by the Defendant, or for any other purpose whatsoever;
3 (ii) shall not be an admission or evidence of fault on behalf of Defendant in any action before a
4 civil court, criminal court, administrative agency of any type, or other tribunal; and (iii) shall not
5 be deemed to be, and may not be used as, an admission or evidence of the appropriateness of these
6 or similar claims for class certification in the Action or with respect to any other proceeding
7 whatsoever.

8 14. The Class Representatives contend that Defendant violated the California Labor
9 Code and Industrial Welfare Commission Wage Order(s) and that this case is appropriate for class
10 certification.

11 15. Class Counsel represent that they have conducted a thorough investigation into the
12 facts and law during the prosecution of this class action case, including the exchange of extensive
13 formal and informal discovery and the review and verification of statistical data and other facts and
14 information provided by Defendant. Counsel for the Parties also represent that they have
15 investigated the applicable law as applied to the facts discovered regarding the alleged claims of
16 Plaintiffs and potential defenses thereto, and the damages and other losses claimed by Plaintiffs.

17 16. On November 2, 2021, following their exchange of information and documents
18 regarding the Settlement Class and the claims and defenses asserted by the Parties, the Parties
19 engaged in arm's-length negotiations through a mediation with the assistance of Judge David I.
20 Brown (Ret.). While the initial mediation attempt was unsuccessful, the Parties continued
21 settlement discussions with the help of Judge Brown, through which they were able to reach the
22 resolution of the Action set forth herein.

23 17. Based on their own independent investigation and evaluation, Class Counsel are of
24 the opinion (and will so represent to the Court) that settlement for the consideration and on the
25 terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best
26 interest of the Settlement Class in light of all known facts and circumstances, including the risk of
27 significant delay, the risk the Settlement Class will not be certified by the Court, and the defenses
28 asserted by Defendant.

1 18. The Parties agree that the Settlement Class described herein may be certified for
2 settlement purposes only and that any motion for approval seeking, *inter alia*, certification of the
3 Settlement Class is for purposes of the settlement only. If for any reason the settlement is not
4 approved, the certification will have no force or effect and will immediately be revoked. The
5 Parties further agree that certification for purposes of the settlement is in no way an admission that
6 class certification is proper under the more stringent standard applied for litigation and that
7 evidence of this limited Stipulation for settlement purposes only will not be admissible for any
8 purpose in this or any other proceeding.

9 **C. Terms of Settlement.**

10 19. The financial terms of the Settlement Agreement are as follows:

11 (a) **Gross Settlement Amount:** The Parties agree to settle the Action for a Gross
12 Settlement Amount of Three Hundred Fifty Thousand Dollars (\$350,000.00) (“the Gross
13 Settlement Amount”), subject to any increase based on the escalator provision in paragraph H(56)
14 herein. The Gross Settlement Amount includes the attorneys’ fees of Class Counsel; litigation costs
15 and expenses (which includes, without limitation, all such fees and costs incurred to date, as well
16 as such fees and costs to be incurred in documenting the settlement, providing any notices required
17 as part of the settlement, securing Court approval of the settlement, and obtaining judgment in the
18 Action); the Service Payments to the Class Representatives, as approved by the Court; the payment
19 to the California Labor and Workforce Development Agency (“LWDA”); and all costs of
20 administration, including, without limitation, notice, and settlement administration fees and
21 expenses. All employer payroll tax obligations due on wage payments made from the Net
22 Settlement Proceeds shall be paid by Defendant separate and apart from, and in addition to, the
23 Gross Settlement Amount.

24 (b) **Net Settlement Proceeds:** “Net Settlement Proceeds” is defined as the
25 Gross Settlement Amount less the amounts approved and awarded by the Court for: attorneys’ fees
26 and documented litigation costs and expenses incurred or advanced by Class Counsel; the Service
27 Payments to the Class Representatives; the payment to the LWDA pursuant to PAGA; and the costs
28 of administering the settlement.

1 (c) **Individual Payment Amounts:** “Individual Payment Amount” means the
2 portion of the Net Settlement Proceeds distributable to each Class Member who participates in the
3 Settlement (i.e., who does not submit a valid request for exclusion form). The Individual Payment
4 Amounts will be calculated by multiplying the Net Settlement Proceeds by a fraction, with the
5 numerator equal to the total wages paid (including gratuities) to each individual participating Class
6 Member during employment by Defendant in California in a non-exempt position during the Class
7 Period and the denominator equal to the total wages paid (including gratuities) to all participating
8 Class Members in California in a non-exempt position during the Class Period. Each Participating
9 Class Member who does not opt out will receive an Individual Payment Amount.

10 i. For tax purposes, each Individual Payment Amount will be
11 apportioned (a) 25% as wages (reported on an IRS Form W-2 and subject to applicable
12 withholdings); and (b) 75% to penalties and interest reported on an IRS form 1099, without
13 deductions or withholdings. All Individual Payment Amounts paid to Class Members will be
14 subject to any applicable wage garnishments, liens, or other legally mandated treatment as required
15 by law.

16 (d) **PAGA Payments:** The Parties agree that Ten Thousand Dollars
17 (\$10,000.00) shall be allocated to settle Plaintiffs’ claims brought pursuant to PAGA. Of this
18 amount, Seventy-Five percent (75%), or Seven Thousand Five Hundred Dollars (\$7,500.00), shall
19 be paid to the LWDA, and the remaining Twenty-Five percent (25%), or Two Thousand Five
20 Hundred Dollars (\$2,500.00), shall be included in the Net Settlement Proceeds for payment to Class
21 Members.

22 (e) **Service Payments and General Release Payments to Class**
23 **Representatives:** The amount awarded to each Class Representative as a “Service Payment” and
24 in exchange for a general release, as set forth in Paragraph 22, below, will be set by the Court in its
25 discretion, not to exceed Fifteen Thousand Dollars (\$15,000.00) each (\$30,000.00 total). This
26 amount will be deducted from the Gross Settlement Amount. An IRS Form 1099 will be issued to
27 each Class Representative for their Service Payment. Defendant agrees not to dispute or otherwise
28 object to the Service Payments if Plaintiffs each request \$15,000.00 or less.

1 (f) **Attorneys' Fees:** An award to Class Counsel of attorneys' fees will be
2 deducted from the Gross Settlement Amount in an amount to be set by the Court taking into account
3 the settlement award that has been made available for the Settlement Class by the efforts of Class
4 Counsel. The amount awarded shall not exceed 35% of the Gross Settlement Amount (i.e., One
5 Hundred Twenty-Two Thousand Five Hundred Dollars (\$122,500.00)). An IRS Form 1099 will
6 be issued to Class Counsel with respect to its award of attorneys' fees. Defendant agrees not to
7 dispute or otherwise object to the attorneys' fee award requested by Class Counsel so long as the
8 request does not exceed 35% of the Gross Settlement Amount.

9 (g) **Attorneys' Costs and Expenses:** Class Counsel will be reimbursed from
10 the Gross Settlement Amount in an amount to be set by the Court for documented out-of-pocket
11 litigation costs and expenses, not to exceed Thirty Thousand Dollars (\$30,000.00). An IRS Form
12 1099 will be issued to Class Counsel with respect to its award of costs and expenses.

13 (h) **Settlement Administration Costs:** The fees and other charges of the
14 Settlement Administrator to administer the Settlement are expected to total no more than Twelve
15 Thousand Dollars (\$12,000) and will be paid from the Gross Settlement Amount. These fees shall
16 include any costs associated with the required tax reporting on any Individual Payment Amounts,
17 and the issuing of any and all W-2 and 1099 forms. Subject to approval of the Court, the Parties
18 have agreed that ILYM Group, Inc., which has submitted a competitive bid, will serve as a neutral
19 third-party claims' administrator ("Settlement Administrator") to perform all acts related to
20 providing notice to the Settlement Class. Settlement Administrator shall be responsible for (a)
21 printing and distributing the Court-approved Notice of Class Action Settlement ("Class Notice") to
22 all Class Members; (b) administering the settlement; (c) processing exclusions, objections, and field
23 inquiries from Class Members; (d) resolving disputes; (e) calculating the Individual Payment
24 Amount each Participating Class Members is eligible to receive; (f) distributing the Gross
25 Settlement Amount as directed by the Court and set forth herein; (g) tax reporting; (h) providing
26 necessary weekly status reports; and (i) other duties and responsibilities set forth herein.

27 (i) **No Warranty by Defendant:** Plaintiffs understand and agree that
28 Defendant is not providing Plaintiffs or Class Members with tax or legal advice and that Defendant

1 makes no representations regarding tax obligations or consequences, if any, related to this
2 Settlement Agreement.

3 **D. Release of Claims.**

4 20. Upon the Effective Date, and subject to Defendant's full payment of the Gross
5 Settlement Amount, Plaintiffs and all Settlement Class Members who do not timely opt-out will
6 be deemed to have fully released and discharged Defendant The Riva Partners and its present and
7 former officers, directors, members, owners, managers, shareholders, agents, operators, partners,
8 joint ventures, subsidiaries, parent companies, related entities, consultants, attorneys, successors
9 or assigns ("Released Parties") from any and all Released Claims that arose during their
10 employment in a non-exempt position in California during the Class Period.

11 21. The "Released Claims" include all claims and allegations made in the Action, and
12 which could have been raised in the Action based on the facts and claims alleged therein, including,
13 without limitation, all claims for failure to pay minimum wages and overtime wages, pay all
14 gratuities, provide meal and rest periods, or compensation in lieu thereof, reimburse for necessary
15 expenditures, timely pay all wages due at separation, and issue compliant wage statements,
16 including claims arising, without limitation, under Labor Code §§ 201, 202, 203, 226(a), 226.3,
17 226.7, 350, 351, 510, 512, 558, 1194, 1194.2, 1198, 2698, and 2699, *et seq.* and IWC Wage Order
18 5-2001.

19 22. Upon the Effective Date, and subject to Defendant's full payment of the Gross
20 Settlement Amount, Plaintiffs Paul and Joiner shall be deemed to have fully, finally, and forever
21 released the Released Parties from any and all claims, obligations, demands, actions, rights, causes
22 of action, and liabilities against the Released Parties, of whatever kind and nature, character, and
23 description, whether in law or equity, whether sounding in tort, contract, federal, state and/or local
24 law, statute, ordinance, regulation, common law, or other source of law, whether known or
25 unknown, and whether anticipated or unanticipated, including unknown claims covered by Civil
26 Code Section 1542, arising through the date of their signatures hereon, for any type of relief,
27 including, without limitation, claims for wages, damages, unpaid costs, penalties, liquidated
28 damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief.

1 These claims include, but are not limited to, the Released Claims, as well as any other claims under
2 any provision of the California Labor Code or any applicable California Industrial Welfare
3 Commission Wage Orders, and claims under local, state, or federal discrimination statutes,
4 including, without limitation, the California Fair Employment and Housing Act, California
5 Government Code §§ 12940 et seq.; the Unruh Civil Rights Act, California Civil Code §§ 51 et
6 seq.; the California Constitution; Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000 et
7 seq.; the Americans with Disabilities Act, 42 U.S.C. §§ 12101 et seq.; the Employee Retirement
8 Income Security Act of 1974, 29 U.S.C. §§ 1001 et seq.; and all of their implementing regulations
9 and interpretive guidelines. With respect to these Released Claims as described in this Section,
10 Plaintiffs Paul and Joiner shall be deemed to have expressly waived and relinquished, to the fullest
11 extent permitted by law, the provisions, rights, and benefits he may otherwise have had pursuant
12 to Section 1542 of the California Civil Code, which provides as follows:

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

17 Notwithstanding Section 1542, Plaintiffs understand and agree that this Agreement shall act
18 as a release of all future claims that may arise from Plaintiffs Paul and Joiner's employment or
19 separation from employment with Defendant, or any other matters that existed between Plaintiffs
20 Paul and Joiner and the Released Parties up to the date of this Agreement, whether such claims are
21 currently known or unknown, and that Plaintiffs intentionally waive any rights they may have under
22 the provisions of Section 1542, as well as under any other statutes or common law principles of
23 similar effect in the State of California or in any other state.

24 **E. Notice and Exclusion Process.**

25 23. Within ten (10) calendar days after entry of the order granting preliminary approval
26 of this Settlement, Defendant shall provide to the Settlement Administrator a list of all Class
27 Members, including their last known addresses, telephone numbers, social security numbers, and
28 total wages paid (including gratuities) during employment in a non-exempt position in California
during the Class Period ("Settlement Class Information"). The names, addresses, telephone

1 numbers, and Social Security numbers will only be disclosed to the Settlement Administrator and
2 not to Plaintiffs' Counsel. All information provided to the Settlement Administrator will be marked
3 CONFIDENTIAL. This information shall be kept confidential and shall not be disclosed, either in
4 writing or orally, by the Settlement Administrator, to anyone other than Defendant. The Settlement
5 Administrator shall use due care with respect to the storage, custody, use, and/or dissemination of
6 the confidential information. Such information must be stored in a secure fashion and all persons
7 who access the data must agree to keep it confidential.

8 24. A notice of pendency of class action, proposed settlement, and hearing date for
9 Court approval ("Class Notice") in the form attached hereto as **Exhibit 1**, and as approved by the
10 Court, shall be sent by the Settlement Administrator to the Class Members, by first class mail,
11 within twenty (20) calendar days after entry of the order granting preliminary approval. Attached
12 to the Class Notice will be a request for exclusion form ("Request for Exclusion Form") in the form
13 attached hereto as **Exhibit 2**.

14 25. The Settlement Administrator will make reasonable efforts to ensure that the Class
15 Notice and Request for Exclusion Form are sent to all Class Members. It will conclusively be
16 presumed that if an envelope has not been returned within thirty (30) days of the mailing that the
17 Class Member received the Class Notice. In the event of returned or non-deliverable notices, the
18 Settlement Administrator will make reasonable efforts to locate Class Members and re-send the
19 notices.

20 26. Each Class Member will be fully advised of the settlement, the ability to object to
21 the settlement, and the ability to submit a Request for Exclusion Form. The Class Notice will
22 inform the Class Members of the Court-established deadlines for filing objections and a Request
23 for Exclusion Form.

24 27. Each Class Notice will contain personalized information setting forth the total wages
25 paid (including gratuities) during employment by Defendant in California in a non-exempt position
26 during the Class Period for each Class Member and their estimated Individual Payment Amount.
27 To the extent a Class Member disputes any of the information listed on his or her Class Notice, the
28 Class Member may produce evidence to the Settlement Administrator showing such information

1 the Class Member contends should be reflected in the Class Notice. Defendant's records will be
2 presumed determinative, however, and the Settlement Administrator's decision on these matters
3 will be final. The Class Notice will also set forth IRS W-9 requests for information if required.

4 28. All Class Members who do not submit a Request for Exclusion Form will be eligible
5 to receive an Individual Payment Amount which shall be mailed to them if and when the Effective
6 Date occurs.

7 29. To elect not to participate in the Settlement, a Class Member must submit a Request
8 for Exclusion Form, and mail it to the Settlement Administrator no later than forty-five (45)
9 calendar days after the initial mailing of the Class Notice and Request for Exclusion Form to Class
10 Members, unless the Court requires a longer period, in which case the Court ordered exclusion
11 period will apply. The date of the postmark shall be deemed the date of submission. The timeliness
12 of submitted Request for Exclusion Forms will be determined by valid postmark. If the 45th day
13 falls on a Sunday or federal holiday, the time to request exclusion will be extended to the next day
14 on which the U.S. Postal Service is open.

15 30. The deadline for submission of Exclusion Forms shall be extended once by 30 days
16 for those Class Members whose Class Notice and Exclusion Form are returned as "undeliverable."
17 If the 30th day falls on a Sunday or federal holiday, this deadline will be extended to the next day
18 the U.S. Postal Service is open.

19 31. The Settlement Administrator will use a change of address database to ascertain the
20 most recent addresses prior to mailing notices of the members of the Settlement Class, and will
21 search for additional addresses on returned mail (through a skip trace process and/or as it otherwise
22 deems appropriate based on its experience) and will re-mail the Class Notice and Exclusion Form
23 to an updated address (if any) within 15 days of receipt of the returned mail. The 30-day extended
24 time limit will run from the date of the second mailing for those Class Members. To the extent a
25 Class Notice from the initial mailing is not returned within 30 days, it shall be deemed to have been
26 sent to a valid address even if it is thereafter returned. It is the intent of the Parties that reasonable,
27 but not extraordinary, efforts be used to locate Class Members. If the initial Class Notice and
28 Request for Exclusion Form is returned, the Settlement Administrator will search using the social

1 security number for a more current address. If no address is found within 10 days, no further action
2 is required, and Notice will be deemed effective.

3 32. The Settlement Administrator will notify the Parties of the total number of valid
4 Request for Exclusion Forms within ten (10) calendar days after the deadline for receipt of the
5 Request for Exclusion Forms (fifty-five (55) days following the initial mailing of the Class Notice
6 and Request for Exclusion Forms to Class Members).

7 33. In order to object to the settlement a Class Member must mail his or her objection
8 to the Settlement Administrator no later than forty-five (45) calendar days after the mailing of the
9 Class Notice and Request for Exclusion Form to Class Members, unless the Court requires a longer
10 period, in which case the Court ordered objection period will apply. If the 45th day falls on a
11 Sunday or federal holiday, the time to object to the settlement will be extended to the next day the
12 U.S. Postal Service is open.

13 34. The Settlement Administrator shall provide the Parties, at least 12 calendar days
14 prior to the final approval hearing, or as otherwise ordered by the Court, a declaration of due
15 diligence and proof of mailing with regard to the mailing of the Class Notice and Request for
16 Exclusion Forms. The Settlement Administrator will also provide to the Parties, at least 12 calendar
17 days prior to the final approval hearing, or as otherwise ordered by the Court, a report listing the
18 amount of all payments to be made to each Class Member without names or personal identifying
19 information.

20 35. Defendant shall deposit the Gross Settlement Amount and all employer payroll tax
21 obligations with the Settlement Administrator in two equal installments, the first due no later than
22 10 calendar days after the Effective Date and the second due no later than September 15, 2023.

23 36. The Settlement Administrator shall disburse each installment of the Gross
24 Settlement Amount within 15 calendar days after its receipt thereof, with the Class Members,
25 Plaintiff, Class Counsel, the LWDA and the Settlement Administrator each being paid one-half of
26 their total payments due hereunder after Defendant's deposit of each installment of the Gross
27 Settlement Amount. Class Members must cash each of their Individual Payment Amount checks
28 within 180 calendar days after they are mailed by the Settlement Administrator. The value of any

1 checks uncashed more than 180 days after mailing shall be cancelled and the gross amount of the
2 checks paid to the Office of the California State Controller – Unclaimed Property Fund, to be held
3 in the name of the respective Class Member.

4 **F. Duties of the Parties Prior to Court Approval.**

5 37. Promptly after signing of this Joint Stipulation of Class Action Settlement and
6 Release of Claims, Plaintiffs shall move the Court for preliminary approval of this settlement and
7 entry of an order accomplishing the following:

8 (a) scheduling a fairness hearing on the question of whether the proposed
9 settlement should be finally approved as fair, reasonable and adequate as to the Class Members;

10 (b) approving as to form and content the proposed Class Notice;

11 (c) approving as to form and content the proposed Request for Exclusion
12 Form;

13 (d) preliminarily certifying the Settlement Class for purposes of approving
14 the Settlement Agreement;

15 (e) preliminarily approving the PAGA payment of \$7,500.00 to the LWDA;
16 Plaintiff preliminarily approving the Class Representative payments;

17 (f) preliminarily setting attorneys' fees and costs payable to Class Counsel;

18 (g) preliminarily setting the Service Payments to the Class Representatives; and

19 (h) preliminarily approving ILYM Group, Inc. as the Settlement
20 Administrator and its estimated fees and costs of \$12,000.

21 38. The Parties shall submit this Settlement Agreement to the Court and the LWDA
22 in support of Plaintiffs' unopposed motion for preliminary approval of the settlement.

23 **G. Duties of the Parties in Connection with and Following Final Court Approval.**

24 39. In connection with the hearing on final approval of the settlement, the Parties will
25 submit a proposed final order no later than ten (10) calendar days prior to the scheduled date of
26 the hearing on final approval (unless otherwise ordered by the Court):

27 (a) approving the settlement, adjudging the terms thereof to be fair, reasonable
28 and adequate, and directing consummation of its terms and provisions;

1 (b) approving Class Counsel's application for an award of attorneys' fees and
2 reimbursement of documented litigation costs and expenses, the service payments to the Class
3 Representatives, the PAGA Payment to the LWDA, and the costs of administering the settlement;
4 and

5 (c) Entering judgment in accordance with this Stipulation, pursuant to Cal.
6 Rules of Court, Rule 3.769(h).

7 40. Class Counsel shall file an application for attorneys' fees and reimbursement of
8 costs and expenses no later than ten (10) calendar days prior to the scheduled date of the hearing
9 on final approval (unless otherwise ordered by the Court).

10 **H. Miscellaneous Provisions:**

11 41. **Voiding the Agreement.**

12 A failure of the Court to approve any material condition of this Settlement Agreement which
13 effects "a fundamental change of the Parties' settlement," or if the settlement is reversed or
14 materially modified on appellate review, shall render the entire Stipulation of Settlement voidable
15 and unenforceable as to all Parties herein at the option of any Party. Defendant may terminate this
16 Settlement Agreement if more than 10% of total Class Members request exclusion from the
17 Settlement Class. To terminate it, Defendant must give notice of such to Plaintiff no later than 10
18 calendar days after the end of the exclusion period. If it terminates the Settlement on this basis, it
19 shall pay the Settlement Administrator all fees incurred for the administration through the date of
20 termination.

21 42. **Parties' Authority.**

22 The signatories hereto represent that they are fully authorized to enter into this Settlement
23 Agreement and bind the Parties hereto to the terms and conditions hereof.

24 43. **Mutual Full Cooperation.**

25 The Parties agree to fully cooperate with each other to accomplish the terms of this
26 Stipulation of Settlement, including but not limited to, execution of such documents and such other
27 action as may reasonably be necessary to implement the terms of this Settlement Agreement. The
28 Parties to this Settlement Agreement shall use their best efforts, including all efforts contemplated

1 by this Settlement Agreement and any other efforts that may become necessary by order of the
2 Court, or otherwise, to effectuate this Settlement Agreement and the terms set forth herein. As
3 soon as practicable after execution of this Settlement Agreement, Class Counsel shall, with the
4 assistance and cooperation of Defendant and its counsel, take all necessary steps to secure the
5 Court's preliminary and final approval of the settlement.

6 **44. No Prior Assignments.**

7 The Parties hereto represent, covenant, and warrant that they have not directly or indirectly,
8 assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or
9 entity any portion of any liability, claim, demand, action, cause of action or rights released and
10 discharged by this Stipulation of Settlement.

11 **45. No Admission.**

12 Nothing contained herein, nor the consummation of this Stipulation of Settlement, is to be
13 construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part
14 of Defendant or any of the other Released Parties. Each of the Parties hereto has entered into this
15 Settlement Agreement with the intention of avoiding further disputes and litigation with the
16 attendant inconvenience and expenses. This Settlement Agreement is a settlement document and
17 shall, pursuant to California Evidence Code section 1152 and/or Federal Rule of Evidence 408
18 and/or any other similar law, be inadmissible in evidence in any proceeding, except an action or
19 proceeding to approve the settlement, and/or interpret or enforce this Settlement Agreement.

20 **46. Construction.**

21 The Parties hereto agree that the terms and conditions of this Settlement Agreement are the
22 result of lengthy, intensive arms' length negotiations between the Parties and that this Settlement
23 Agreement shall not be construed in favor of or against any Party by reason of the extent to which
24 any Party or her or its counsel participated in the drafting of this Settlement Agreement.

25 **47. Captions and Interpretations.**

26 Paragraph titles or captions contained herein are inserted as a matter of convenience and for
27 reference, and in no way define, limit, extend, or describe the scope of this Settlement Agreement
28

1 or any provision hereof. Each term of this Settlement Agreement is contractual and not merely a
2 recital.

3 **48. Modification.**

4 This Settlement Agreement may not be changed, altered, or modified, except in writing and
5 signed by the Parties hereto, and approved by the Court. This Settlement Agreement may not be
6 discharged except by performance in accordance with its terms or by a writing signed by each of
7 the Parties hereto on their attorneys.

8 **49. Integration Clause.**

9 This Settlement Agreement contains the entire agreement between the Parties relating to
10 the settlement and transactions contemplated hereby, and all prior or contemporaneous agreements,
11 understandings, representations, and statements, whether oral or written and whether by a Party or
12 such Party's legal counsel, are merged herein. No rights hereunder may be waived except in
13 writing.

14 **50. Binding on Assigns.**

15 This Settlement Agreement shall be binding upon and inure to the benefit of the Parties
16 hereto and their respective heirs, trustees, executors, administrators, successors, and assigns.

17 **51. Governing Law.**

18 All terms of this Settlement Agreement and its exhibits shall be governed by and interpreted
19 according to the laws of the State of California, without giving effect to any conflict of law
20 principles or choice of law principles.

21 **52. Signatures of All Class Members Unnecessary to be Binding.**

22 It is agreed that, because the members of the Settlement Class are numerous, it is impossible
23 or impractical to have each Class Member execute this Settlement Agreement. The Class Notice,
24 attached hereto as Exhibit 1, will advise all Class Members of the binding nature of the release
25 provided herein and such shall have the same force and effect as if this Settlement Agreement was
26 executed by each Class Member.

27 **53. Counterparts.**

28 This Settlement Agreement may be executed in counterparts, and when each Party has

1 signed and delivered at least one such counterpart, each counterpart shall be deemed an original,
2 and when taken together with other signed counterparts, shall constitute one fully-signed Settlement
3 Agreement, which shall be binding upon and effective as to all Parties.

4 **54. Confidentiality**

5 Until Plaintiffs file their motion for preliminary approval of the class action settlement of
6 the Actions, the Parties and their Counsel agree to maintain confidentiality as to the Settlement,
7 including the amount and terms of the Settlement, except as to spouses, tax or financial advisors,
8 attorneys, taxing agencies, or as otherwise required by law.

9 **55. No Publicity**

10 Plaintiffs and their Counsel will not contact the media about the Settlement Agreement or
11 respond to any inquiries by the media regarding the Settlement, other than to state that the matter
12 was amicably settled, and the Court did not find Defendant liable. Plaintiffs and their Counsel also
13 will not post any information about the Settlement Agreement on social media or their firms'
14 websites.

15 **56. Representation Regarding Class Size.**

16 Defendant has represented that there are no more than 583 Class Members. Should this
17 number increase, the Gross Settlement Amount will increase proportionately. For example, if
18 there are 641 Class Members, the Gross Settlement Amount shall increase by 10%.

19 **57. Continuing Jurisdiction.**

20 The Parties agree that upon the occurrence of the entry of judgment in this case pursuant to
21 the terms of this Agreement, this Agreement shall be enforceable by the Court pursuant to Code
22 of Civil Procedure Section 664.6 and all other applicable law, and the Court shall retain exclusive
23 and continuing equity jurisdiction of this Action over all Parties and Class Members to interpret
24 and enforce the terms, conditions and obligation of the Agreement.

25 **57. Default; Notice; Cure; Acceleration; Time is of the Essence.**

26 Time is of the essence with respect to all provisions of this Agreement. If Defendant fails
27 to timely make any payment due hereunder, it shall be in default of its obligations. Plaintiffs shall
28 thereafter give notice of default and Defendant must cure said default within ten (10) calendar days

thereof. In the event of an uncured default, all unpaid amounts shall be accelerated and become due and payable with interest at the legal rate from the date of default.

11 / 09 / 2022

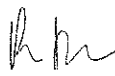
Dated: _____, 2022

By: 

AARON PAUL
Plaintiff and Class Representative

11 / 09 / 2022

Dated: _____, 2022

By: 

REBECCA JOINER
Plaintiff and Class Representative

Dated: _____, 2022

THE RIVA PARTNERS

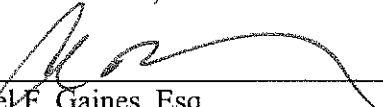
By: _____

Its: _____

APPROVED AS TO FORM:

Dated: _____, 2022

GAINES & GAINES, APLC

By: 

Daniel F. Gaines, Esq.
Alex P. Katofsky, Esq.
Counsel for Plaintiffs and Class
Representatives

Dated: _____, 2022

PORTER SIMON, PROFESSIONAL
CORPORATION

By: _____

Louis A. Basile, Esq.
Ravn R. Whittington, Esq.
Counsel for Defendant

1 thereof. In the event of an uncured default, all unpaid amounts shall be accelerated and become due
2 and payable with interest at the legal rate from the date of default.

3
4 Dated: _____, 2022

By:

AARON PAUL
Plaintiff and Class Representative

5
6
7 Dated: _____, 2022

By:

REBECCA JOINER
Plaintiff and Class Representative

8
9
10 Dated: Nov 8, 2022

THE RIVA PARTNERS

Thomas A. Turner

By:

11
12 Its: President, South Lake Restaurants, its General Partner

13 **APPROVED AS TO FORM:**

14 Dated: _____, 2022

GAINES & GAINES, APLC

By:

Daniel F. Gaines, Esq.
Alex P. Katofsky, Esq.
Counsel for Plaintiffs and Class
Representatives

15
16
17
18
19 Dated: Nov 8, 2022

PORTER SIMON, PROFESSIONAL
CORPORATION

20
21 By: *Louis A. Basile*

Louis A. Basile, Esq.
Ravn R. Whittington, Esq.
Counsel for Defendant

EXHIBIT 1

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF EL DORADO**

AARON PAUL, REBECCA JOINER,
individually on behalf of themselves, and on
behalf of all similarly situated individuals,

Plaintiffs,

v.

THE RIVA PARTNERS, a California limited
partnership, and DOES 1 through 10, inclusive,

Defendants.

CASE NO: SC20200155

*Assigned to the Honorable Michael J.
McLaughlin, Dept. 4*

**NOTICE OF PENDENCY OF PROPOSED
CLASS ACTION SETTLEMENT AND
FINAL HEARING**

**YOU MAY BE ENTITLED TO RECEIVE MONEY FROM A SETTLEMENT
PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED.**

A California court authorized this notice. This is not a solicitation from a lawyer.

- A settlement will provide \$350,000 to pay claims to all individuals who worked for The Riva Partners ("Defendant") as a non-exempt employee in California at any time between November 5, 2016 and July 15, 2022.
- The settlement resolves a lawsuit alleging that Defendant failed to pay all wages due; failed to pay all gratuities; failed to provide compliant meal and rest periods or premium compensation in lieu thereof; failed to reimburse all business-related expenses; failed to timely issue final wages upon separation of employment; and failed to issue accurate and complete itemized wage statements. The Settlement avoids costs and risks of continuing the lawsuit, pays money to employees, and releases Defendant from liability from the claims asserted in this lawsuit.
- Lawyers for the employees will ask the Court to award them up to \$122,500 as attorneys' fees and \$30,000 as expenses for investigating the facts, litigating the case, and negotiating the settlement. This will be paid from the settlement amount.
- Defendant denies liability and believes all appropriate wages were paid and that it otherwise complied with any Labor Code obligations. The Parties disagree on how much money could have been awarded if employees won at trial.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing	You do not need to take any action if you wish to receive your settlement payment. If the settlement is approved by the Court, you will automatically be mailed a settlement check at the address on file with the Settlement Administrator. If your address has changed, you must notify the Settlement Administrator of your new address. In exchange for the settlement payment, you will release claims against the Defendant, as detailed below.
Exclude Yourself	To exclude yourself, you must send the enclosed Request for Exclusion form to the Settlement Administrator by the applicable deadline, as detailed below. If you request exclusion, you will receive no money from the Settlement . This is the only option that allows you to ever be part of any other lawsuit against The Riva Partners about the legal claims that were brought in this case.
Object	Write to the Settlement Administrator about why you don't like the settlement by the applicable deadline, as detailed below, and/or appear at the Final Approval Hearing to make an oral objection.
Go to a Hearing	Ask to speak in Court about the fairness of the settlement, as detailed below.

WHY DID YOU RECEIVE THIS NOTICE?

This notice explains a proposed settlement of a class action lawsuit, and informs you of your legal rights under that proposed settlement. You are receiving this notice because you may be a member of the Class on whose behalf this class action lawsuit has been brought.

WHAT IS THIS LAWSUIT ABOUT?

On November 5, 2020, Plaintiffs Aaron Paul and Rebecca Joiner ("Plaintiffs"), former non-exempt employees of Defendant The Riva Partners ("Defendant"), filed this lawsuit in the El Dorado County Superior Court. Thereafter, on February 28, 2022, Plaintiffs filed a First Amended Complaint. The lawsuit alleges violations of the California Labor Code and California Business and Professions Code. The lawsuit seeks to certify a class of all current and former non-exempt California employees of Defendant at any time between November 5, 2016 and July 15, 2022 ("Class Period"). Specifically, the lawsuit alleges that members of the Class were not paid all wages; were not paid all gratuities; were not provided compliant meal and rest periods or premium compensation in lieu thereof; were not reimbursed for all business-related expenses; were not timely issued final wages upon separation of employment; and were not issued accurate and complete itemized wage statements. The Settlement seeks recovery of wages, expense reimbursement, damages, interest, statutory and civil penalties, restitution, attorneys' fees and costs. Defendant denies all of the material allegations in the lawsuit and denies that it owes Class Members any remedies. The Court has not made a ruling on the merits of the case.

The lawyers for the parties are:

Plaintiffs' Attorneys

Daniel F. Gaines, Esq.
Alex P. Katofsky, Esq.
Gaines & Gaines, APLC
4550 E. Thousand Oaks Blvd., Suite 100
Westlake Village, CA 91362
Phone: (866) 550-0855

Defendant's Attorneys

Louis A. Basile, Esq.
Ravn R. Whittington, Esq.
PORTER SIMON, PROFESSIONAL
CORPORATION
P.O. Box 5339
210 Grove Street
Tahoe City, California 96145

Christian Brown, Esq.
ELEVATION LAW
855 N. Lake Boulevard, Suite 1
P.O. Box 5008
Tahoe City, CA 96145

SUMMARY OF THE SETTLEMENT

A. Why is there a Settlement?

The Court did not decide in favor of Plaintiffs or Defendant. Plaintiffs believes they would have prevailed on their claims at a trial. Defendant does not believe that Plaintiffs would have won anything from a trial. There has been no trial. Instead, both sides agreed to a settlement, which is memorialized in the Joint Stipulation of Class Action Settlement and Release of Claims ("Settlement" or "Settlement Agreement"), in order to avoid the further costs, risks, and uncertainty of a trial. Plaintiffs and Plaintiffs' Attorneys believe the settlement is fair, reasonable, adequate, and in the best interests of all Class Members.

B. Who is in the Settlement Class?

The Settlement encompasses a class composed of all individuals who worked for The Riva Partners as a non-exempt employee in California at any time between November 5, 2016 and July 15, 2022.

C. What does the Settlement provide?

1. Gross Settlement Proceeds.

The Settlement provides that Defendant will pay \$350,000 (the "Gross Settlement Amount") to settle the lawsuit.

2. Net Settlement Proceeds.

The "Net Settlement Proceeds" is the portion of the Gross Settlement Amount that will be available for distribution to Class Members who do not submit timely and valid requests for exclusion in exchange for the release of their class claims. The Net Settlement Amount is the Gross Settlement Amount less the following amounts that will be requested at the Final Approval Hearing and are subject to comment or objection by Participating Class Members. The Court will set these amounts at the Final Approval Hearing.

(a) **Class Counsel's Attorneys' Fees** in an amount set by the Court, not to exceed \$122,500;

(b) **Class Counsel's Documented Litigation Costs/Expenses** in an amount set by the Court, not to exceed \$30,000;

(c) **Service Payments to the Class Representatives** in an amount set by the Court, not to exceed \$15,000 to each Plaintiff for their service in the lawsuit;

(d) **Settlement Administration Costs** which are currently estimated to not exceed \$12,000 , for administering the settlement; and

(e) **PAGA Payment** in the total amount of \$10,000 for the settlement of claims arising under the California Private Attorneys General Act ("PAGA"). 75% or \$7,500, shall be paid to the California Labor and Workforce Development Agency ("LWDA"). The remaining 25% or \$2,500, shall be included in the Net Settlement Proceeds for payment to Class Members

3. Individual Payment Amount.

Your share of the Net Settlement Amount will be determined by the formula detailed in section E below.

D. What Are You Giving Up To Get A Payment Or Stay In The Class?

Upon the Effective Date, and subject to Defendant's full payment of the Gross Settlement Amount, Plaintiffs and all Settlement Class Members who do not timely opt-out will be deemed to have fully released and discharged Defendant The Riva Partners and its present and former officers, directors, members, owners, managers, shareholders, agents, operators, partners, joint ventures, subsidiaries, parent companies, related entities, consultants, attorneys, successors or assignees ("Released Parties") from any and all Released Claims which arose during their employment in a non-exempt position in California during the Class Period.

The "Released Claims" include all claims and allegations made in the Action, and which could have been raised in the Action based on the facts and claims alleged therein, including, without limitation, all claims for failure to pay minimum wages and overtime wages, pay all gratuities, provide meal and rest periods, or compensation in lieu thereof, reimburse for necessary expenditures, timely pay all wages due at separation, and issue compliant wage statements, including claims arising, without limitation, under Labor Code §§ 201, 202, 203 226(a), 226.3, 226.7, 350, 351, 510, 512, 558, 1194, 1194.2, 1198, 2698, and 2699, *et seq.* and IWC Wage Order 5-2001.

E. How Is My Share Of The Settlement Calculated?

Each participating Class Member (those who do not opt out of the Settlement) shall receive an "Individual Payment Amount," which is distributable to each Class Member who participates in the Settlement (i.e., who does not submit a valid request for exclusion form).

The Individual Payment Amounts will be calculated by multiplying the Net Settlement Proceeds by a fraction, with the numerator equal to the total wages paid (including gratuities) to each individual participating Class Member during employment by Defendant in California in a non-exempt position during the Class Period and the denominator equal to the total wages paid (including gratuities) to all participating Class Members in California in a non-exempt position during the Class Period. Each Participating Class Member who does not opt out will receive an Individual Payment Amount.

For tax purposes, each Individual Payment Amount will be apportioned (a) 25% as wages (reported on an IRS Form W-2 and subject to applicable withholdings); and (b) 75% to penalties and interest. All Individual Payment Amounts paid to Class Members will be subject to any applicable wage garnishments, liens, or other legally mandated treatment as required by law.

According to the records of Defendant, you earned total wages (including gratuities) of \$[REDACTED] while employed as a non-exempt employee in California from November 5, 2016 through July 15, 2022. Based on these wages earned, you are entitled to an Individual Payment Amount of approximately \$[REDACTED]. This amount is subject to change based on the final ruling of the Court.

Please be advised that the individual data above is presumed to be correct unless you submit documentation proving otherwise. If you disagree with the data, please submit an explanation and evidence in support of your position to the Settlement Administrator no later than [REDACTED], 2022. In the event of a dispute, the Settlement Administrator will resolve the challenge with input from the Defendant and will make a final and binding determination without a hearing or right of appeal by you.

F. When Will I Be Paid My Share of the Settlement

Defendant will deposit the settlement payment in two equal installments, one shortly after Court approval of the settlement and one no later than September 15, 2023. Class Members will be issued their settlement shares in equal installments shortly after each deposit by Defendant. Please contact the Settlement Administrator if your address changes.

THE SETTLEMENT HEARING

The Court will conduct a final fairness hearing regarding the proposed settlement (the "Final Settlement Hearing") on [REDACTED], at 8:30 a.m., in the Courtroom of Judge Michael J. McLaughlin of the El Dorado County Superior Court, Department 4, located at 1354 Johnson Blvd., South Lake Tahoe, California 96150. The Court will determine: (i) whether the lawsuit should finally be certified as a class action for settlement purposes; (ii) whether the settlement should be given the Court's final approval as fair, reasonable, adequate and in the best interests of the Settlement Class Members; (iii) whether the Settlement Class Members should be bound by the terms of the settlement; (iv) the amount of the attorneys' fees and costs to be awarded to Plaintiffs' Attorneys; and (v) the amount that should be awarded to Plaintiffs as service payments. At the Final Settlement Hearing, the Court will hear all properly filed objections, as well as arguments for and against the proposed settlement. You have a right to attend this hearing, but you are not required to do so. You also have the right to hire an attorney to represent you, or to enter an appearance and represent yourself.

WHAT ARE YOUR OPTIONS?

• **OPTION 1 – DO NOTHING AND PARTICIPATE IN THE SETTLEMENT**

IF YOU TAKE NO ACTION IN RESPONSE TO THIS NOTICE, YOU WILL AUTOMATICALLY RECEIVE YOUR SHARE OF THE SETTLEMENT IF IT IS APPROVED BY THE COURT. YOU ARE NEVER REQUIRED TO GO TO COURT OR PAY ANYTHING TO THE LAWYERS IN THIS CASE. If you move, you must update your address with the Settlement Administrator. If you disagree with pre-printed data indicated in section E above, you must submit an explanation and/or documentation to the Settlement Administrator to justify your position, postmarked no later than [REDACTED]. The Settlement Administrator's address is [Settlement Administrator address].

• **OPTION 2 – OBJECT TO THE SETTLEMENT**

If you wish to remain a Settlement Class Member, but you object to the proposed settlement (or any of its terms) and wish the Court to consider your objection at the Final Settlement Hearing, you may object to the proposed settlement in writing. You may also appear at the Final Approval Hearing, either in person or through an attorney at your own expense. All written objections, supporting papers, and/or notices of intent to appear at the Final Approval Hearing must clearly identify the case name and number and be mailed to the Settlement Administrator at [Settlement Administrator address]. Written objections must be postmarked no later than _____.

• **OPTION 3 – EXCLUDE YOURSELF FROM THE SETTLEMENT**

You have a right to exclude yourself (“opt out”) from the Settlement Class, but if you choose to do so, you will not receive any benefits from the proposed settlement. You will not be bound by a judgment in this case and you will have the right to file your own lawsuit against the Defendant and pursue your own claims in a separate suit. You can opt out of the Class by completely filling out and mailing the enclosed Request for Exclusion Form to the Settlement Administrator at the above-stated address, such that it is postmarked no later than _____.

ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?

The above is a summary of the basic terms of the settlement. For the precise terms and conditions of the settlement, you should review the detailed “Joint Stipulation of Class Action Settlement and Release of Claims” which is on file with the Clerk of the Court. The pleadings and other records in the Lawsuit may be examined at any time during regular business hours at the Office of the Clerk of the El Dorado County Superior Court, located at 1354 Johnson Blvd., South Lake Tahoe, California 96150.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at [address], [telephone number].

PLEASE DO NOT TELEPHONE THE COURT FOR INFORMATION ABOUT THIS SETTLEMENT OR THE CLAIMS PROCESS.

**BY ORDER OF THE SUPERIOR COURT OF
THE STATE OF CALIFORNIA**

EXHIBIT 2

REQUEST FOR EXCLUSION

ONLY COMPLETE THIS REQUEST FOR EXCLUSION FORM IF YOU WANT TO OPT OUT OF (NOT PARTICIPATE IN) THE SETTLEMENT OF THE ACTION KNOWN AS *Aaron Paul, et al. v. The Riva Partners, et al.*, El Dorado County Superior Court, Case No. SC20200155. **IF YOU OPT OUT OF THE SETTLEMENT, YOU WILL NOT RECEIVE ANY PORTION OF THE SETTLEMENT AMOUNT.**

I confirm that I was employed by Defendant The Riva Partners as a non-exempt employee in California between November 5, 2016 and July 15, 2022.

I do not wish to receive any payment under the terms of the proposed class action settlement or to otherwise participate in the proposed settlement.

Date: _____

Signature: _____

Print Name: _____

Residence Street Address: _____

City, State and Zip Code: _____

IN ORDER TO BE VALID, THIS REQUEST FOR EXCLUSION FORM MUST BE COMPLETED, SIGNED, MAILED BY FIRST CLASS MAIL, AND POSTMARKED ON OR BEFORE **[45 days after mailing of Notice]**. Send this signed request for exclusion form to the Settlement Administrator:

The Riva Partners Claims Administrator
c/o ILYM Group, Inc.

TITLE	Paul_Joiner v Riva Class and PAGA Agreement v6
FILE NAME	Paul v. Riva - Cl...Sett Agrmt v6.pdf
DOCUMENT ID	2bc695467f121c8a6869b36a030d93e938fe4296
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	✱ Signed

Document History

 SENT	11 / 08 / 2022 18:38:55 UTC	Sent for signature to Rebekah Joiner [REDACTED] and Aaron Paul [REDACTED] from office@gaineslawfirm.com [REDACTED]
 VIEWED	11 / 09 / 2022 13:34:29 UTC	Viewed by Aaron Paul [REDACTED] [REDACTED]
 SIGNED	11 / 09 / 2022 13:34:42 UTC	Signed by Aaron Paul [REDACTED] [REDACTED]
 VIEWED	11 / 09 / 2022 15:50:41 UTC	Viewed by Rebekah Joiner [REDACTED] [REDACTED]
 SIGNED	11 / 09 / 2022 15:50:50 UTC	Signed by Rebekah Joiner [REDACTED] [REDACTED]
 COMPLETED	11 / 09 / 2022 15:50:50 UTC	The document has been completed.

Document ID: 9J2KZ1VR

Christian Brown (chris@elevationlawfirm.com)

Document name:

Paul v. Riva - Class and PAGA Sett Agrmt v6.pdf

SHA256 security hash:

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Sent on:

Nov. 9, 2022, 1:24 a.m. (UTC)

From:

SignRequest <no-reply@signrequest.com> on behalf of
(chris@elevationlawfirm.com)

To:

basile@portersimon.com, tom@trctahoe.com

Subject:

Christian Brown (chris@elevationlawfirm.com) has sent you a
SignRequest

Message:

For signatures/dates

IP address:

71.94.77.89

User agent:

Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/
537.36 (KHTML, like Gecko) Chrome/107.0.0.0 Safari/537.36

Christian Brown (chris@elevationlawfirm.com)

Email address verification:

Verified by SignRequest

basile@portersimon.com

Email address verification:

Verified by SignRequest

Text added, page 18:

Nov 8, 2022

Signature added, page 18:

Louis A. Basile

IP address:

47.224.242.239

User agent:

Mozilla/5.0 (iPhone; CPU iPhone OS 15_6_1 like Mac OS X)
AppleWebKit/605.1.15 (KHTML, like Gecko) Version/15.6.1
Mobile/15E148 Safari/604.1

Document signed:

Nov. 9, 2022, 1:28 a.m. (UTC)

tom@trctahoe.com

Email address verification:

Verified by SignRequest

Text added, page 18:

President, South Lake Restaurants, its General Partner

Signature added, page 18:

Thomas A. Turner

Text added, page 18:

Nov 8, 2022

IP address:

45.17.112.18

User agent:

Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/
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Document signed:

Nov. 9, 2022, 1:36 a.m. (UTC)