

Larry W. Lee (State Bar No. 228175)
Kwanporn “Mai” Tulyathan (State Bar No. 316704)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile

William L. Marder (State Bar No. 170131)
Polaris Law Group LLP
501 San Benito Street, Suite 200
Hollister, CA 95023
(831) 531-4214
(831) 634-0333 facsimile

Attorneys for Plaintiff, the Class, and Aggrieved Employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SONOMA**

FAHEEM KHAN, as an individual and on
behalf of all others similarly situated,

Plaintiffs,

vs.

AMY’S KITCHEN, INC., a California
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: SCV-266127

(Assigned to the Hon. Arthur A. Wick,
Courtroom 17)

**DECLARATION OF MAI TULYATHAN IN
SUPPORT OF PLAINTIFF’S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: TBD

Time: TBD

Dept.: 17

Complaint Filed: March 4, 2020

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I, Mai Tulyathan, declare as follows:

1. I am an attorney at law, duly licensed to practice before all Courts in the State of California, and am with the law firm Diversity Law Group, counsel of record for Named Plaintiff Faheem Khan (“Plaintiff”). I have personal knowledge of the facts set forth below and if called to testify I could and would do so competently.

2. On or about March 3, 2020, Plaintiff filed a putative class and representative action complaint in the Sonoma County Superior Court. The operative Complaint asserts causes of action for (1) violation of Labor Code § 226(a), and (2) violation of the Private Attorneys General Act (“PAGA”), Labor Code § 2698, et seq., predicated on Defendant’s alleged violation of Labor Code § 226(a).

3. As alleged in the operative Complaint, Plaintiff contends that when shift differential wages are paid to Plaintiff and other non-exempt employees, the wage statements provided by Defendant failed to identify the applicable hourly rates of pay and number of hours worked. Rather, Plaintiff alleges that the shift differential wage entries identify only a lump sum, without a breakdown as to the hourly rates and hours worked. As a result of such alleged violations, Plaintiff seeks statutory and civil penalties under the Labor Code.

4. After the filing of the operative Complaint, the Parties engaged in informal settlement negotiations to attempt to resolve the lawsuit. The Parties subsequently participated in one full day of private mediation with mediator Louis Marlin, Esq. on June 5, 2020.

5. In connection with the Parties' settlement discussions and in advance of the mediation, Defendant provided informal data to Plaintiff, including data regarding the putative class size and the number of wage statements with payment for shift differential wages, as well as information regarding Defendant's pertinent wage statement policies and practices. After thorough investigation and evaluation of the facts and claims, and as a result of the arm's length negotiation, facilitated by mediator Louis Marlin, Esq., the Parties reached the current Settlement.

6. Each side has apprised the other of their respective factual contentions, legal

1 theories and defenses, resulting in negotiations taking place between the Parties.

2 7. The Parties recognize the risk, expense, and delay in continuing litigation with the
3 class and PAGA claims, and believe the Settlement to be fair, reasonable, and adequate.

4 Although Plaintiff believes that a class can be certified, Plaintiff also believes in the fairness of
5 the settlement that is based on factoring in the uncertainty and risks to Plaintiff involved in not
6 prevailing on one or more of the causes of action or theories alleged in the operative Complaint,
7 the possibility of non-certification, and the potential for appeals.

8 8. Plaintiff was able to estimate the potential penalties based on data provided by
9 Defendant, including the number of employees in the putative class and the number of wage
10 statements with shift differential wages at issue. Based on the class data provided by Defendant,
11 Plaintiff estimated that Defendant would face potential liability of up to approximately \$1.07
12 million for Plaintiff's class claims if Plaintiff succeeded at trial. The amount of Labor Code §
13 226(e) penalties is based on 11,000 deficient wage statements.

14 9. Based on the data provided by Defendant, Plaintiff also calculated potential civil
15 penalties for Plaintiff's PAGA claims. Plaintiff estimated that Defendant could face civil
16 penalties of up to a maximum \$2.75 million if Plaintiff were successful at trial.

17 10. Based on the potential statutory and civil penalties above, the Gross Settlement
18 Amount is approximately 10.2% of the potential recovery of Plaintiff's class and PAGA claims
19 if Plaintiff were to fully succeed at trial.

20 11. Although Plaintiff believes in the merits of the alleged claims and maintains that
21 there is no reason for reducing PAGA penalties, Plaintiff is aware that Defendant may raise
22 defenses on the wage statement claims and on the reduction of PAGA penalties and that it could
23 be persuasive to the Court. Thus, even if Plaintiff were to successfully prove his claims at trial,
24 there is a possibility that the Court may only award a small percentage of PAGA penalties, as the
25 Court has discretion to do so. The Gross Settlement Amount was premised with this risk in mind
26 associated with the possibility of the Court significantly reducing Plaintiff's PAGA penalties,
27 along with other attendant risks mentioned above.

28 12. On a raw average, each Class Member will recover approximately \$420.48 per

1 person. The amount actually paid to each Class Member will vary and may increase or decrease
2 depending on the number of wage statements each respective Class Member received during the
3 Class Period that contained payment for shift differential wages.

4 13. From the inception of the case, Class Counsel has zealously represented the
5 interests of the Class. The Settlement was obtained for the benefit of the Class, as opposed to the
6 individual Class Representative. Further, Class Counsel have been approved as class counsel on
7 a number of prior cases, have litigated numerous other class action cases, and are competent to
8 represent the Class.

9 14. Based on my review of all the information, and based on my experience in class
10 action litigation, I believe this settlement to be fair, adequate, and reasonable.

11 15. I have spent significant time researching and pursuing the claims that have been
12 alleged in this action. The Parties engaged in informal discovery, with the exchange of class
13 data, payroll information, and policies and practices.

14 16. I was retained based upon a contingency fee arrangement wherein Plaintiff's
15 counsel agreed to advance all costs and receive no fee unless a recovery was accomplished.
16 Specifically, had Plaintiff failed to prevail in this case, counsel for Plaintiff would have spent a
17 significant amount of time, money and other resources without any benefit or return. In addition,
18 had Plaintiff also failed to prevail in the present case, Defendant would have been able to seek
19 costs in connection with their defense of the case.

20 17. Any remaining monies from uncashed settlement checks will be distributed to
21 Legal Aid At Work. Plaintiff does not have any relationship or connection with or to Legal Aid
22 At Work.

23 18. I am one of the primary attorneys on this matter. My qualifications are as
24 follows: I received my JD from Loyola Law School in 2017. I received the First Honors Award
25 in Legal Research and Writing, First Honors Award in Appellate Advocacy, and First Honors
26 Award in Civil Litigation Practicum I for achieving the highest grade in those classes. During
27 law school, I was a Staff Editor for Loyola Law Review. I was also an extern at the U.S. District
28 Court, Central District of California, for the Honorable Christina A. Snyder, and a certified law

1 clerk at the San Diego County District Attorney's Office, Collaborative Courts Division, and the
2 Los Angeles County District Attorney's Office, Consumer Protection and Environmental Crimes
3 Division. In 2016, I participated in Loyola Law School's Scott Moot Court Competition, where I
4 placed Top 16 and was awarded the Top Ten Brief Award. In 2017, I participated in the
5 Employment Rights Clinic, an extension of the Division of Labor Standards Enforcement created
6 to investigate retaliation complaints. Upon graduation from law school, I was admitted to the
7 California Bar in December 2017.

8 19. I am currently an associate at the law firm Diversity Law Group, P.C., an
9 employment law firm that has handled numerous wage and hour class and individual actions, on
10 both plaintiff and defense sides. The firm currently has cases in numerous state courts, including
11 the Santa Clara Superior Court, Los Angeles Superior Court, Orange County Superior Court, San
12 Diego County Superior Court, Monterey County Superior Court, as well as the United States
13 District Courts for the Central, Northern, Southern, and Eastern Districts of California.

14 20. I am currently handling numerous wage and hour class action and PAGA
15 lawsuits, including *Magadia v. Wal-Mart Associates, Inc., et al.* (Case Number 5:17-cv-00062-
16 LHK); *Garcia v. Wal-Mart Associates, Inc., et al.* (Case Number 3:18-cv-00500-L-MDD);
17 *Hernandez v. Wells Fargo Bank, N.A.* (Case Number 16CV299319); *Lao v. H & M Hennes &*
18 *Mauritz, L.P.* (Case Number 5:16-cv-333 EJD); *Arroyo v. Int'l Paper Company* (Case Number
19 5:17-cv-06211-BLF); *Baker v. California Forensic Medical Group, Inc., et al.*, Judicial Council
20 Coordination Proceeding No. 4999 (Lead Case No. 17CV003723); *Markham v. Quik Stop*
21 *Markets, Inc.* (Case Number 19CV341582); *Arrington v. Automatic Data Process Insurance*
22 *Agency, Inc.* (Case Number 30-2019-01099994-CU-OE-CXC); and *Garcia v. Apex Systems,*
23 *LLC, et al.* (Case Number RG19014709).

24 21. In 2018, I argued before the California Court of Appeal, Second Appellate
25 District, in the case of *Lee v. California Commerce Club, Inc.* (California Court of Appeal Case
26 Number B276171, LASC Case Number BC596924), and *Perez v. Standard Drywall, Inc.*
27 (California Court of Appeal Case Number A146819, Alameda Sup. Ct. No. RG15761142). In
28 that same year, I also assisted the firm in successfully obtaining class certification and partial

1 summary judgment by the United States District Court, Central District of California in the case
2 of *Magadia v. Wal-Mart Associates, Inc.* (Case Number 17-CV-00062-LHK). I third chaired the
3 bench trial in that same case in December 2018, and obtained a \$102 million judgment for the
4 class against Walmart.

5 22. I have also been approved as class counsel in numerous other wage/hour class
6 actions. Most recently, I was approved as class counsel in the cases *Garcia v. Wal-Mart*
7 *Associates, Inc., et al.* (Case Number 3:18-cv-00500-L-MDD), *Richert v. Samaritan, LLC, et al.*
8 (Case Number 17CV314186), *Song v. THC – Orange County, Inc.* (Case No. 8-17-cv-965-JLS
9 (DFM)), and *Hernandez v. Wells Fargo Bank National Ass’n, et al* (Case No. 16-CV-299319).
10 Moreover, I was granted final approval as class counsel in *Valles v. Community Hospital of the*
11 *Monterey Peninsula* (Case No. 17CV003452), *Chavez v. Hugo Boss Retail, Inc.* (Case No.
12 18CV322644), and *Hernandez v. Wells Fargo Bank National Ass’n, et al* (Case No. 16-CV-
13 299319).

14 23. My co-counsel and I will adequately represent the Class Members in this action.
15 Plaintiff’s Counsel have and will zealously represent Plaintiff and the Class and pursue this
16 lawsuit to its conclusion.

17 24. I have no conflicts with the Class and will adequately represent the Class.

18 25. Attached as **Exhibit A** is a true and correct copy of the Parties’ Joint Stipulation
19 of Class Action Settlement.

20 26. Attached as **Exhibit B** is a true and correct copy of the proposed Notice of Class
21 Action Settlement to be sent out to Class Members.

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

24 Executed on this 25th day of August, 2020, at Los Angeles, California.

25
26 

27 Mai Tulyathan
28

EXHIBIT A

Larry W. Lee (State Bar No. 228175)
Mai Tulyathan (State Bar No. 316704)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile

William L. Marder (State Bar No. 170131)
POLARIS LAW GROUP LLP
501 San Benito Street, Suite 200
Hollister, CA 95023
(831) 531-4214
(831) 634-0333 facsimile

Attorneys for Plaintiff, the Class, and Aggrieved Employees

Mike Resch (State Bar No. 202909)
Ashley Park (State Bar No. 330958)
Amy's Kitchen, Inc.
1650 Corporate Circle, Ste. 200,
Petaluma, CA 94954
(707) 781-7767

Attorneys for Defendant
AMY'S KITCHEN, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SONOMA

FAHEEM KHAN, as an individual and on
behalf of all others similarly situated,

Plaintiffs,

vs.

AMY'S KITCHEN, INC., a California
corporation; and DOES 1 through 50,
inclusive,

Defendant.

Case No. SCV-266127

CLASS ACTION

**JOINT STIPULATION OF CLASS ACTION
SETTLEMENT**

Complaint Filed: March 4, 2020
Trial Date: None Set

1 **JOINT STIPULATION OF CLASS ACTION SETTLEMENT**

2 This Joint Stipulation of Class Action Settlement is made and entered into by and between
3 Plaintiff Faheem Khan (“Plaintiff” or “Khan”) as an individual and on behalf of others similarly situated
4 and Defendant Amy’s Kitchen, Inc. (“Defendant”).

5 **DEFINITIONS**

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

8 1. “Action” means *Faheem Khan v. Amy’s Kitchen, Inc.*, Case No. SCV-266127 (filed on
9 March 4, 2020).

10 2. “Agreement” or “Settlement Agreement” means this Joint Stipulation of Class Action
11 Settlement.

12 3. “Claims Administrator” means Phoenix Settlement Administrators.

13 4. “Class” or “Class Member(s)” means all current and former non-exempt employees of
14 Defendant in the State of California who were paid shift differential wages at any time during the period
15 of March 4, 2019, through April 12, 2020. It has been determined that there are approximately 503
16 individuals that comprise the Class.

17 5. “Class Counsel” means Larry W. Lee and Mai Tulyathan of Diversity Law Group, P.C.;
18 and William L. Marder of Polaris Law Group.

19 6. “Class Counsel Award” means such award of fees and costs and expenses as the Court may
20 authorize to be paid to Class Counsel for the services they have rendered and will render to Plaintiff and
21 the Class in this Action. Defendant agrees not to oppose Class Counsel Award of up to one-third (33.33%)
22 of the Gross Settlement Amount (\$390,000.00), i.e. the sum of One Hundred Thirty Thousand Dollars
23 (\$130,000.00), and costs in the amount of up to Fifteen Thousand Dollars (\$15,000.00), subject to the
24 Court finally approving this Settlement. Any portion of the Class Counsel Award not awarded to Class
25 Counsel shall be added to the Net Settlement Amount.

26 7. “Class List and Data” means information regarding all Class Members that Defendant will
27 diligently and in good faith compile from its records and provide to the Claims Administrator after
28 Preliminary Approval of this Settlement. The Class List shall be formatted as a Microsoft Office Excel

spreadsheet or equivalent format and shall include each Class Member's: full name; employee number; last known mailing address and phone number; Social Security number; and the number of wage statements each Class Member received during the Class Period that included payment for shift differential wages.

8. "Class Period" means the period from March 4, 2019 through April 12, 2020.

9. "Class Representative" or "Plaintiff" means Plaintiff Faheem Khan.

10. "Class Representative Enhancement Payment" means the amount that the Court authorizes to be paid to Plaintiff, in addition to his Individual Settlement Payment, in recognition of his efforts and risks in assisting with the prosecution of the Action. Subject to the Court granting final approval, the Parties agree that Plaintiff shall be paid up to Ten Thousand Dollars (\$10,000.00) from the Gross Settlement Amount.

11. "Complaint" means the operative Complaint filed by Plaintiff Faheem Khan in this Action.

12. "Counsel for Defendant" or "Defense Counsel" means Ashley Park and Mike Resch of Amy's Kitchen, Inc.

13. "Court" means the Superior Court for the State of California, County of Sonoma, or any other court taking jurisdiction of the Action.

14. "Defendant" means Defendant Amy's Kitchen, Inc., including its predecessors, if any, as well as each of its respective predecessors, successors, and all former, current, and future related organizations, companies, divisions, subsidiaries, affiliates, insurers, and parents, and collectively, their respective former, current and future directors, officers, employees, agents, representatives, attorneys, fiduciaries, assigns, heirs, executors, administrators, beneficiaries, insurers and trustees.

15. "Effective Date" means (a) provided that no appeal from the Order and Judgment approving the Settlement is filed, the day after the deadline for any appeals expires (i.e., 60 days from when the Order and Judgment is entered); (b) if an appeal of the Order and Judgment is filed, and the appeal is finally disposed of by ruling, dismissal, denial, or otherwise, the day after the last date for filing a request for further review of the Court of Appeal's decision passes, and no further review is requested; or (c) if an appeal of the Order and Judgment is filed and there is a final disposition by ruling, dismissal, denial, or otherwise by the Court of Appeal, and review of the Court of Appeal's decision is

requested, the day after the request for review is denied with prejudice and/or no further review of the Order and Judgment can be requested.

16. “Final Approval” means that the Final Approval Order has been entered by the Court.

17. “Gross Settlement Amount” means the maximum settlement amount of Three Hundred Ninety Thousand Dollars (\$390,000.00) to be paid by Defendant as a result of this Stipulation. The Gross Settlement Amount includes all Individual Settlement Payments to Participating Class Members, the Class Representative Enhancement Payment to Plaintiff, Settlement Administration Costs to the Claims Administrator, the PAGA Payment (including payment to the LWDA), and Class Counsel Award.

18. “Individual Settlement Payment” means the amount payable from the Net Settlement Amount to each Participating Class Member.

19. “Net Settlement Amount” means the balance of the Gross Settlement Amount remaining after deduction of the approved Class Representative Enhancement Payment, Settlement Administration Costs, the LWDA portion of the PAGA Payment, and Class Counsel Award. The entire Net Settlement Amount is the maximum amount that will be available for distribution to Participating Class Members.

20. “Notice of Objection” means a Class Member’s written objection to the Settlement. A valid Notice of Objection must include: (a) the name and case number of this lawsuit *Faheem Khan v. Amy’s Kitchen, Inc.*, Case No. SCV-266127; (b) the objector’s full name, current address, and telephone number; (c) the specific reason(s) for the objection; and (d) any and all evidence and supporting papers (including, without limitation, all briefs, written evidence, and declarations) for which the objection is based to be considered by the Court. The Notice of Objection must be returned by mail to the Claims Administrator at the specified address indicated in the Notice Packet, and be postmarked by the Response Deadline.

21. “Notice Packet” means the Notice of Class Action Settlement, substantially in the form attached hereto as **Exhibit A**, and as approved by the Court.

22. “PAGA Payment” means the portion of the Gross Settlement Amount that the Parties have agreed will be allocated to resolve all claims, penalties, and remedies under the Private Attorneys General Act of 2004 (Cal. Lab. Code § 2698, *et seq.*, “PAGA”). The amount of the PAGA Payment is subject to Court approval pursuant to California Labor Code § 2699(l). The Parties have agreed that Twenty

Thousand Dollars (\$20,000.00) of the Gross Settlement Amount shall be allocated to the resolution of any Class Members' claims arising under PAGA. Pursuant to the PAGA, seventy-five percent (75%), *i.e.* the sum of Fifteen Thousand Dollars (\$15,000.00), of the PAGA Payment shall be paid to the California Labor and Workforce Development Agency ("LWDA"), and 25%, *i.e.* the sum of Five Thousand Dollars (\$5,000.00), of the PAGA Payment shall be part of the Net Settlement Amount to be distributed to Participating Class Members. This settlement will be forwarded to the LWDA by Class Counsel or the Claims Administrator and any reallocation of settlement proceeds to increase the PAGA payment will not constitute grounds by either party to void this Agreement, so long as the Gross Settlement Amount remains the same.

23. "Parties" means Plaintiff, on behalf of himself and Participating Class Members, and Defendant collectively.

24. "Participating Class Members" means all Class Members who do not opt out of the settlement by submitting a valid and timely Request for Exclusion.

25. "Preliminary Approval" means the Court's order granting preliminary approval of the Settlement.

26. "Released Claims" means any and all claims that were alleged or reasonably could have been alleged in the operative Complaint based upon the facts, legal theories, or causes of actions contained therein, including but not limited to all of the following claims for relief:

a. Improper and/or inaccurate wage statements; and

b. Civil penalties under the PAGA predicated on improper and/or inaccurate wage statements.

27. "Released Parties" means Defendant, as well as its predecessors, successors, and all former, current, and future related organizations, companies, divisions, subsidiaries, affiliates, insurers, and parents, and collectively, their respective former, current and future directors, officers, employees, agents, representatives, attorneys, fiduciaries, assigns, heirs, executors, administrators, beneficiaries, insurers and trustees.

28. "Request for Exclusion" means a timely written letter submitted by a Class Member indicating a request to be excluded from the Settlement. In order to be deemed valid, the Request for

1 Exclusion must: (a) clearly state that the Class Member does not wish to be included in the Settlement;
2 (b) set forth the name, address, telephone number and last four digits of the Social Security Number of the
3 Class Member requesting exclusion; (c) be signed by the Class Member; (d) be returned by mail to the
4 Claims Administrator at the specified address indicated in the Notice Packet; and (e) be postmarked on or
5 before the Response Deadline.

6 29. "Response Deadline" means forty-five (45) calendar days after the Claims Administrator
7 initially mails the Notice Packet to Class Members, and the last date on which Class Members may submit
8 Requests for Exclusion or Notices of Objection to the Settlement.

9 30. "Settlement" means the agreement among the Parties to resolve the Action, as set forth in
10 this Stipulation.

11 31. "Settlement Administration Costs" means the fees and expenses reasonably incurred by the
12 Claims Administrator as a result of the procedures and processes expressly required by this Agreement,
13 which are not to exceed Eight Thousand Five Hundred Dollars (\$8,500.00). Any portion of the Settlement
14 Administration Costs not used or approved by the Court shall be added to the Net Settlement Amount.

15 32. "Settlement Payment Check" means the payment to Participating Class Members pursuant
16 to this Settlement who do not submit a valid Request for Exclusion from the Settlement, which shall be
17 mailed within ten (10) calendar days after receipt of funds from Defendant as set forth in Paragraph 62.

18 RECITALS

19 33. This Settlement is made and entered into by and between Plaintiff and Defendant, and is
20 subject to the terms and conditions hereof, and to the Court's approval. The Parties expressly acknowledge
21 that this Agreement is entered into solely for the purpose of compromising significantly disputed claims
22 and that nothing herein is an admission of liability or wrongdoing by Defendant. Defendant denies that it
23 is liable to Plaintiff or the Class Members and denies that it has violated any law.

24 34. Procedural History. On February 3, 2020, Plaintiff filed a notice with the Labor &
25 Workforce Development Agency ("LWDA") alleging that Defendant violated Labor Code § 226,
26 pursuant to the PAGA, Labor Code § 2699. On March 3, 2020, Plaintiff initiated this action in Sonoma
27 County Superior Court. Plaintiff's operative Complaint alleges class and representative PAGA claims
28 for violation of Labor Code §§ 226(a) and 2698, *et seq.* As alleged in the operative Complaint, Plaintiff

1 contends that Defendant failed to provide proper and accurate itemized wage statements to Plaintiff and
2 Class Members. Specifically, Plaintiff alleges that Defendant's wage statements omit the applicable
3 hourly rates of pay and hours worked whenever shift differential wages were paid, in violation of Labor
4 Code § 226(a)(9). As alleged in the Complaint, Plaintiff seeks to represent the Class and other aggrieved
5 employees.

6 35. After Plaintiff initiated this action, the Parties engaged in informal settlement
7 negotiations, but were not able to resolve the action. On or about June 5, 2020, the Parties agreed to
8 participate in private mediation with mediator Louis Marlin, Esq. In connection with settlement
9 discussions and mediation, Defendant produced informal data to Plaintiff, including data relating to the
10 number of Class Members and the number of wage statements issued to Class Members with payment
11 for shift differential wages, which allowed Plaintiff's counsel to conduct a full analysis of the
12 damages/penalties at issue.

13 36. On June 26, 2020, the Parties engaged in an all-day private mediation with Louis Marlin.
14 After extended negotiations at mediation, the Parties and their counsel have agreed to settle the class
15 and PAGA claims on the terms set forth herein.

16 37. The Parties recognize the risk, expense, and delay in continuing the Action, and therefore
17 believe the Settlement to be fair, reasonable, and adequate. Accordingly, the Parties desire to settle,
18 compromise, and discharge all disputes and claims arising from or relating to the Action.

19 **TERMS OF AGREEMENT**

20 38. Settlement Consideration. Defendant shall pay the sum of the Gross Settlement Amount
21 of Three Hundred and Ninety Thousand Dollars (\$390,000.00) as specified in this Agreement in full
22 satisfaction of all claims arising from the Action, which shall be used to pay: (1) Individual Settlement
23 Payments; (2) Class Counsel Award; (3) Class Representative Enhancement Payment; (4) Settlement
24 Administration Costs to the Claims Administrator; and (5) the PAGA Payment (including LWDA
25 payment). The Parties agree that this is a non-reversionary Settlement and that no portion of the Gross
26 Settlement Amount shall revert to Defendant. In no event shall Defendant be required to pay more than
27 the Gross Settlement Amount as specified in this Agreement.

28 39. Funding of the Gross Settlement Amount. Within thirty (30) calendar days of the Court

granting final approval of the Settlement, Defendant shall make a one-time deposit of the Gross Settlement Amount into a Qualified Settlement Fund (“QSF”) to be established by the Claims Administrator.

40. Class Counsel Award. Defendant agrees not to oppose any application or motion by Class Counsel for attorneys’ fees of up to one-third (33.33%) of the Gross Settlement Amount, i.e., the sum of One Hundred Thirty Thousand Dollars (\$130,000.00), and costs in the amount of up to Fifteen Thousand Dollars (\$15,000.00), which shall be paid from the Gross Settlement Amount. The Claims Administrator shall issue an IRS Form 1099 to Class Counsel reflecting the awarded attorneys’ fees, costs and expenses. Any portion of the fees and costs requested by Class Counsel that the Court does not award to Class Counsel shall be added to the Net Settlement Amount and shall be distributed to Class Members as provided in this Agreement.

41. Class Representative Enhancement Payment. Defendant agrees not to oppose any application or motion by Plaintiff for a Class Representative Enhancement Payment of up to Ten Thousand Dollars (\$10,000.00) to Plaintiff. The Class Representative Enhancement Payment shall be paid from the Gross Settlement Amount, and shall be paid in addition to Plaintiff’s Individual Settlement Payment as a Participating Class Member. The Claims Administrator shall issue an IRS Form 1099 to Plaintiff reflecting the Class Representative Enhancement Payment. Plaintiff shall be solely and legally responsible to pay any and all applicable taxes on his Class Representative Enhancement Payment and shall hold harmless Defendant from any claim or liability for taxes, penalties, or interest arising as a result of the Class Representative Enhancement Payment. Any portion of the amount requested by Plaintiff for a Class Representative Enhancement Payment that the Court does not award to Plaintiff shall be added to the Net Settlement Amount and shall be distributed to Class Members as provided in this Agreement.

42. Settlement Administration Costs. The Claims Administrator shall be paid for the reasonable costs of administration of the Settlement from the Gross Settlement Amount, not to exceed Eight Thousand Five Hundred Dollars (\$8,500.00). These costs, which shall be paid from the Gross Settlement Amount, shall include, *inter alia*, the required tax reporting on the Individual Settlement Payments, the issuing of 1099 IRS Forms, establishing a Qualified Settlement Fund, administering and distributing the Gross Settlement Amount and Class Counsel Award, and providing necessary reports and

1 declarations. Any portion of the Settlement Administration Costs not allowed shall be added to the Net
2 Settlement Amount and shall be distributed to Class Members as provided in this Agreement.

3 43. PAGA Payment. Subject to Court approval, the Parties agree that the amount of Twenty
4 Thousand Dollars (\$20,000.00) of the Gross Settlement Amount shall be designated for satisfaction of
5 claims for civil penalties under the Private Attorneys General Act of 2004 (the “PAGA”). The Settlement
6 Administration shall pay seventy-five percent (75%) of the PAGA payment, i.e. the sum of Fifteen
7 Thousand Dollars (\$15,000.00), to the LWDA. The remaining twenty-five percent (25%), i.e., the sum
8 of Five Thousand Dollars (\$5,000.00), shall be part of the Net Settlement Amount to be distributed to
9 Participating Class Members as per this Agreement.

10 44. Calculation of Individual Settlement Payments. The Net Settlement Amount shall be used
11 to satisfy Individual Settlement Payments to Participating Class Members from the Settlement Class in
12 accordance with the terms of this Agreement. The Claims Administrator will allocate the Individual
13 Settlement Payments by first dividing the Net Settlement Amount by the total number of wage
14 statements issued to Class Members during the Class Period that included payment for shift differential
15 wages. That value will then be multiplied by the number of wage statements each respective
16 Participating Class Member received during the Class Period that included payment for shift differential
17 wages to arrive at the Individual Settlement Amount for each respective Participating Class Member.
18 Participating Class Members are entitled to 100% of the Net Settlement Amount. Defendant maintains
19 no reversionary right to any portion of the Net Settlement Amount. If there are any timely submitted
20 Requests for Exclusion, the Settlement Administrator shall proportionately increase the Individual
21 Settlement Payments for each Participating Class Member so that the amount actually distributed to
22 Participating Class Members equals 100% of the Net Settlement Amount.

23 45. Treatment of Individual Settlement Payments. All Individual Settlement Payments shall
24 be allocated as follows: 100% as penalties. No part of the Individual Settlement Payments shall constitute
25 payment of any wages to any of the Participating Class Members. The amount of payments shall be
26 reported on an IRS Form 1099 by the Claims Administrator.

27 46. Administration of Taxes by the Claims Administrator. The Claims Administrator shall be
28 responsible for issuing to Plaintiff, Participating Class Members, and Class Counsel, 1099 forms or other

1 tax forms as may be required by law for all amounts paid pursuant to this Agreement. Claims
2 Administrator in connection with the operation and implementation of this Settlement Agreement
3 (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution
4 costs and expenses relating to filing or failing to file the informational and other tax returns described in
5 this Agreement) shall be treated as, and considered to be, costs of administration of this Settlement and
6 thus part of the Administration Costs.

7 47. Tax Liability. Defendant makes no representation as to the tax treatment or legal effect of
8 the payments called for hereunder, and Plaintiff and Participating Class Members are not relying on any
9 statement, representation, or calculation by Defendant or by the Claims Administrator in this regard.
10 Plaintiff and Participating Class Members understand and agree that they will be solely responsible for
11 the payment of any employee's and/or employer's payroll withholdings and taxes (i.e., Social Security,
12 Medicare, federal and state income taxes, SDI, etc.) assessed on their respective payments described herein
13 and will defend, indemnify, and hold Defendant free and harmless from and against any claims, taxes,
14 penalties, and/or assessments resulting from treatment of such payments as wages or non-taxable
15 damages.

16 48. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF
17 THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS AGREEMENT
18 OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND
19 AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN
20 COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR
21 ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH
22 COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON
23 AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT
24 CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS
25 RELIED EXCLUSIVELY UPON HIS OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL
26 FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT,
27 (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF
28 ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS

1 NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY
2 ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY
3 BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO
4 ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE
5 CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES
6 (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON
7 DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX
8 STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED
9 BY THIS AGREEMENT.

10 49. Calculation of Gross Settlement Amount. The Gross Settlement Amount was calculated
11 with, and is premised on, Defendant's representation that the maximum number of wage statements with
12 payment for shift differential wages during the Class Period is no more than 11,000. If, as of the date of
13 Preliminary Approval, the number of applicable wage statements at issue during the Class Period
14 exceeds 11,000, then the Gross Settlement Amount shall be proportionally increased by the same
15 amount on a pro-rata basis.

16 50. No Credit Toward Benefit Plans. The Individual Settlement Payments made to
17 Participating Class Members under this Agreement, the Enhancement Payment made to Plaintiff, as well
18 as any other payments made pursuant to this Agreement, shall not be utilized to calculate any additional
19 benefits under any benefit plans to which Plaintiff or any Class Members may be eligible, including, but
20 not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick
21 leave plans, PTO plans, and any other benefit plans. Rather, it is the Parties' intention that this Settlement
22 will not affect any rights, contributions, or amounts to which any Class Members may be entitled under
23 any benefit plans.

24 51. Settlement Administration Process. The Parties agree to cooperate in the administration of
25 the Settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred
26 in the administration of the Settlement. The Claims Administrator shall provide the following services:

- 27 a. Establish and maintain a Qualified Settlement Fund account;
28

- b. Calculate the amount of Individual Settlement Payment that each Class Member is eligible to receive;
- c. Prior to mailing the Class Notice, the Claims Administrator will verify the last known address for each Class Member through a generally utilized, national address update database;
- d. Printing and mailing the Class Notice;
- e. Establishing and maintaining a toll-free informational telephone support line to assist Class Members who have questions regarding the Class Notice;
- f. Conducting additional address searches for mailed Class Notices that are returned as undeliverable, and to the extent new and more current addresses are found, the Claims Administrator will also reprint and re-mail Class Notices accordingly;
- g. Calculating Participating Class Members' settlement share, fielding inquiries from Class Members, and administration of any Requests for Exclusion. This service will include settlement proceed calculations, printing and issuance of checks, and preparation of 1099 Forms. Basic accounting for and payment of employee tax withholdings will also be included as part of this service; and
- h. Providing declarations and/or other information to the Court as requested.

52. Delivery of the Class List and Data. Within fifteen (15) calendar days of Preliminary Approval, Defendant shall provide the Class List and Data to the Claims Administrator.

53. Notice by First-Class U.S. Mail. Within ten (10) calendar days after receiving the Class List and Data from Defendant, the Claims Administrator shall mail a Notice Packet to all Class Members via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class List. The Notice Packet shall be provided in both English and Spanish.

54. Confirmation of Contact Information in the Class List. Prior to mailing, the Claims Administrator shall perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes.

55. Notice Packets. All Class Members will be mailed a Notice Packet. Each Notice Packet will provide: (1) information regarding the nature of the Action; (2) a summary of the Settlement's principal terms; (3) the Settlement Class definition; (4) each Class Member's estimated Individual

1 Settlement Payment and the formula for calculating Individual Settlement Payments, if they do not request
2 to be excluded; (5) the dates that comprise the Class Period; (6) instructions on how to submit valid
3 Requests for Exclusion, or objections; (7) the deadlines by which the Class Member must submit a Request
4 for Exclusion or Notice of Objection to the Settlement; (8) the date for the final approval hearing; and (9)
5 the claims to be released. The Notice Packet will also inform Class Members that, in order to receive the
6 Individual Settlement Payment, they do not need to do anything except keep the Claims Administrator
7 apprised of their current mailing addresses.

8 56. Re-Mailing of Returned Notices. Any Notice Packets returned to the Claims Administrator
9 as non-deliverable on or before the Response Deadline shall be re-sent promptly via regular First-Class
10 U.S. Mail to the forwarding address affixed thereto and the Claims Administrator shall indicate the date
11 of such re-mailing on the Notice Packet. If no forwarding address is provided, the Claims Administrator
12 shall promptly attempt to determine the correct address using a skip-trace, or other search using the name,
13 address and/or Social Security Number of the Class Member involved, and shall then perform a re-mailing.
14 Those Class Members who receive a re-mailed Notice Packet shall have their Response Deadline extended
15 by up to fifteen (15) days from the original Response Deadline.

16 57. Request for Exclusion Procedures. Any Class Member may opt-out from the Settlement
17 by submitting a written Request for Exclusion to the Claims Administrator postmarked by the Response
18 Deadline. A Request for Exclusion must: (1) contain the name, address, telephone number, and the last
19 four digits of the Social Security Number of the Class Member requesting exclusion; (2) clearly state that
20 the Class Member does not wish to be included in the Settlement; (3) be signed by the Class Member; (4)
21 be returned by mail to the Claims Administrator at the specified address on the Notice Packet; and (5) be
22 postmarked on or before the Response Deadline. The date of the postmark shall be the exclusive means
23 to determine whether a Request for Exclusion is timely. By submitting such a Request for Exclusion, a
24 Class Member shall be deemed to have exercised his or her option to opt out of the Action and not be
25 bound by this Agreement. Accordingly, a Class Member that timely submits a valid Request for Exclusion
26 will not be entitled to any payments under this Settlement and will not be bound by the terms of the
27 Settlement. Any Class Member who fails to submit a valid and timely Request for Exclusion on or before
28 the Response Deadline shall be deemed a Participating Class Member, and will be bound by all terms of

the Settlement to the fullest possible extent, if the Settlement is granted final approval by the Court. Upon request, the Claims Administrator shall provide counsel for Defendant with a complete list of all Class Members who have timely submitted a Request for Exclusion.

58. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member who does not affirmatively opt-out of the Settlement by submitting a valid and timely Request for Exclusion shall be bound by all terms of the Settlement to the fullest possible extent, including those pertaining to the Released Claims, as well as any Judgment that may be entered by the Court.

59. Objection Procedures. Any Class Member who does not opt-out of this Settlement shall be entitled to object to the Settlement. To object to the Settlement, a Class Member should return by mail a written statement of objection to the Claims Administrator at the specified address on the Notice Packet by the Response Deadline. The Notice of Objection must include: (a) the name and case number of this lawsuit *Faheem Khan v. Amy's Kitchen, Inc.*, Case No. SCV-266127; (b) the objector's full name, current address, and telephone number; (c) the specific reason(s) for the objection; and (d) any and all evidence and supporting papers (including, without limitation, all briefs, written evidence, and declarations) for which the objection is based to be considered by the Court. Class Members who submit a valid and timely Notice of Objection will have the right to appear at the final approval hearing to have their objections heard by the Court, at their own expense. Any Class Member who does not submit a Notice of Objection in compliance with this section shall be deemed to have waived any objection(s), shall be conclusively deemed a Participating Class Member, and shall be precluded from making any objection(s) (including by appeal or otherwise) to the Settlement. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written objections to the Settlement or appeal from the Order and Judgment. Class Counsel shall not represent any Class Members with respect to any such objections to this Settlement. Any Class Member who submits a valid Request for Exclusion shall not be allowed to object to this Settlement.

60. Defendant's Right To Rescind. If more than five percent (5%) of the Class Members opt out of the settlement by submitting valid and timely Requests for Exclusion, Defendant has the unilateral right in its sole discretion to rescind the Settlement Agreement. The Parties agree that they will not encourage any Class Member to object to the Settlement or to opt out. If Defendant exercises its option

1 to rescind, Defendant shall: (a) provide written notice to Class Counsel at least ten (10) business days
2 prior to the final approval hearing, and (b) pay all Settlement Administration Costs incurred by the Claims
3 Administrator up to the date of Defendant's notice to rescind. In the event the Settlement is terminated,
4 the Parties shall proceed in all respects as if this Agreement had not been executed.

5 61. Claims Administrator's Reports of Information. The Claims Administrator shall provide
6 Defense Counsel and Class Counsel a weekly report which certifies the number of Class Members who
7 have submitted valid Requests for Exclusion. Additionally, the Claims Administrator will provide to
8 counsel for both Parties any updated reports regarding the administration of the Settlement as needed or
9 requested. The Claims Administrator shall also forward to Parties' counsel and file with the Court any
10 Notices of Objection received immediately upon receipt. Further, if requested by Parties' counsel, the
11 Claims Administrator shall forward any Request for Exclusion to the Parties' counsel so that they can
12 determine whether the Request for Exclusion is valid and timely.

13 62. Distribution Timing of Individual Settlement Payments. Within ten (10) calendar days of
14 the Effective Date, the Claims Administrator shall issue payments to (1) Participating Class Members; (2)
15 the Labor and Workforce Development Agency; (3) Plaintiff; and (4) Class Counsel. The Claims
16 Administrator shall also issue a payment to itself for services performed in connection with the Settlement.

17 63. Uncashed Settlement Payment Checks. Any checks issued by the Claims Administrator to
18 Class Members shall be negotiable for not less than one hundred and eighty (180) days from the date of
19 their issuance. This is a non-reversionary settlement. All Individual Settlement Payments to Class
20 Members that remain un-cashed within one hundred eighty (180) days of the mailing of Settlement
21 Payment Checks by the Claims Administrator shall be paid out to the following *cy pres* recipient: Legal
22 Aid At Work.

23 64. Certification of Completion. Upon completion of administration of the Settlement, the
24 Claims Administrator shall provide a written declaration under oath to certify such completion to the Court
25 and counsel for all Parties.

26 65. Administration Costs if Settlement Fails or is Delayed. If an objection to the Settlement is
27 filed with the Court, regardless of the ultimate outcome of any appeals taken, or if the Settlement is voided
28 or rescinded, any costs incurred by the Claims Administrator shall be borne equally by Defendant and

1 Plaintiff, unless otherwise specified in this Agreement.

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

6 67. Release of Claims by Participating Class Members. Upon the Effective Date, all
7 Participating Class Members, on behalf of themselves and their heirs, executors, representatives,
8 administrators, trustees, and/or permitted assigns, hereby do and shall be deemed to have fully, finally
9 and forever release, settle, relinquish, and discharge the Released Parties from any and all Released
10 Claims that accrued during the Class Period. Nothing in this Agreement shall be construed to require
11 Participating Class Members to waive or release rights which may not be waived or released as a matter
12 of applicable law. This release is final and binding on all Participating Class Members.

13 68. Release of Claims by Class Representative. Upon the Effective Date, Plaintiff Faheem
14 Khan, on behalf of himself and his heirs, executors, administrators, and representatives, shall and does
15 hereby forever release, discharge and agree to hold harmless the Released Parties from any and all charges,
16 complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes
17 of action, suits, rights, demands, costs, losses, debts and expenses (including attorney fees and costs),
18 known or unknown, at law or in equity, which he may now have or may have after the signing of this
19 Stipulation, against the Released Parties including, but not limited to, the Released Claims, claims that
20 were asserted or could have been asserted in the Complaint, and claims of any kind related to any and all
21 transactions, occurrences, or matters between the parties occurring prior to and through the Effective Date.
22 Without limiting the generality of the foregoing, this release shall include, but not be limited to, any and
23 all claims under the (a) Americans With Disabilities Act, as amended; (b) Title VII of the Civil Rights Act
24 of 1964, as amended; (c) the Civil Rights Act of 1991; (d) 42 U.S.C. § 1981, as amended; (e) the Age
25 Discrimination in Employment Act, as amended; (f) the Fair Labor Standards Act, as amended; (g) the
26 Equal Pay Act; (h) the Employee Retirement Income Security Act, as amended; (i) the Consolidated
27 Omnibus Budget Reconciliation Act; (j) the Rehabilitation Act of 1973; (k) the Family and Medical Leave
28 Act; (l) the Civil Rights Act of 1966; (m) the California Fair Employment and Housing Act; (n) the

1 California Constitution; (o) the California Labor Code; (p) the California Government Code; (q) the
2 California Civil Code; and (r) any and all other federal, state and local statutes, ordinances, regulations,
3 rules and other laws, and any and all claims based on constitutional, statutory, common law or regulatory
4 grounds as well as any other claims based on theories of wrongful or constructive discharge, breach of
5 contract or implied contract, fraud, misrepresentation, promissory estoppel or intentional and/or negligent
6 infliction of emotional distress, or damages under any other federal, state or local statutes, ordinances,
7 regulations, rules or laws. This release is for any and all relief, no matter how denominated, including,
8 but not limited to, back pay, front pay, vacation pay, bonuses, compensatory damages, tortious damages,
9 liquidated damages, punitive damages, damages for pain and suffering, and attorney fees and costs, and
10 Plaintiff hereby forever releases, discharges and agrees to hold harmless Defendant and the Released
11 Parties from any and all claims for attorney fees and costs arising out of the matters released in this
12 Stipulation.

13 Plaintiff specifically acknowledges that he is aware of and familiar with the provisions of Section
14 1542, which provides as follows:

15 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE**
16 **CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER**
17 **FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF**
KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS
OR HER SETTLEMENT WITH THE DEBTOR.

18 Plaintiff, being aware of Section 1542, hereby expressly waives and relinquishes all rights and benefits he
19 may have under Section 1542 as well as any other statutes or common law principles of a similar effect.
20 Plaintiff may hereafter discover facts in addition to or different from those which he now knows or
21 believes to be true with respect to the subject matter of all the claims referenced herein, but stipulates and
22 agrees that, upon the Effective Date, he shall and hereby does fully, finally and forever settle and release
23 any and all claims against the Released Parties, known or unknown, suspected or unsuspected, contingent
24 or non-contingent, that were asserted or could have been asserted upon any theory of law or equity without
25 regard to the subsequent discovery of existence of such different or additional facts.

26 69. Nullification of Settlement. In the event that the Settlement does not become final for any
27 reason, then this Agreement, and any documents generated to bring it into effect, shall be null and void.
28

Any order or judgment entered by the Court in furtherance of this Agreement shall likewise be treated as void from the beginning.

70. Disputes Regarding Individual Settlement Payments. In the event that Class Members have a dispute as to the data provided by the Defendant, Class Members will have the opportunity to provide documentation and/or an explanation. If there is a dispute, the Claims Administrator will consult with the Parties to determine whether an adjustment is warranted. The Claims Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this Agreement, and that determination shall be binding.

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

72. Preliminary Approval Hearing. Plaintiff shall obtain a hearing before the Court to request the Preliminary Approval of the Settlement, and the entry of a Preliminary Approval Order: (i) approving of the proposed Settlement, and (ii) setting a date for a Final Approval/Settlement Fairness Hearing. The Preliminary Approval Order shall provide for the Notice Packet to be sent to all Class Members as specified herein. In conjunction with the Preliminary Approval hearing, Plaintiff shall submit this Agreement, which sets forth the terms of this Settlement, and will include the proposed Notice Packet, attached to this Agreement as **Exhibit A**. If the Court declines to approve the Settlement, or approves it conditional on modifications to the settlement terms, the Parties shall work in good faith to modify the settlement terms to obtain approval, provided that the material terms of the Settlement are not affected.

73. Final Settlement Approval Hearing. Upon expiration of the deadlines to submit Requests for Exclusion or Notices of Objections to the Settlement, and with the Court's permission, a Final Approval/Settlement Fairness Hearing shall be conducted to determine the Final Approval of the Settlement along with the amounts properly payable for: (i) Individual Settlement Payments; (ii) the Labor and Workforce Development Agency Payment; (iii) Class Counsel Award; (iii) the Class Representative Enhancement Payment; and (iv) Settlement Administration Costs. Class Counsel will be responsible for drafting all documents necessary to obtain final approval. Class Counsel will also be responsible for

1 drafting the attorneys' fees and costs application to be heard at the Final Approval Hearing.

2 74. Entry of Judgment and Continued Jurisdiction of the Court. Concurrent with the Motion
3 for Final Approval, the Parties shall also jointly seek the entry of Judgment consistent with the terms of
4 this Agreement. After entry of the Judgment, the Court shall have continuing jurisdiction solely for
5 purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii)
6 Settlement administration matters, and (iii) such post-Judgment matters as may be appropriate under court
7 rules or as set forth in this Agreement.

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

11 76. Confidentiality. The Parties and their counsel agree not to disclose or publicize the
12 Settlement in any manner or form, directly or indirectly, to any person or entity, except to Class Members
13 and as shall be contractually required to effectuate the terms of the settlement as set forth in this
14 Stipulation. Any communication about the Settlement to Class Members prior to the court-approved
15 mailing will be limited to a statement that a settlement has been reached and the details will be
16 communicated in a forthcoming Court-approved notice. This paragraph shall not prohibit disclosure of
17 the facts, existence of, terms, or the amount of the settlement in connection with the Parties' motion to
18 seek court approval of this Settlement. The Parties and their counsel agree not to issue any press release
19 or website postings, communicate with, or respond to any media or publication entities, publish
20 information in manner or form, whether printed or electronic, on any medium or otherwise communicate,
21 whether by print, video, recording or any other medium, with any person or entity concerning the
22 Settlement, including the fact of the Settlement, the terms, the underlying negotiations, except as shall be
23 contractually required to effectuate the terms of the Settlement as set forth in this Stipulation. For the
24 limited purpose of allowing Class Counsel to prove adequacy as class counsel in other actions, Class
25 Counsel is allowed to disclose the name of the Parties in this action and the venue/case number of this
26 action (but not any other details regarding the Settlement) for such purposes.

27 77. Entire Agreement. This Agreement and any attached Exhibits constitute the entirety of the
28 Parties' Settlement terms with respect to the settlement of the class and representative PAGA claims for

violation of Labor Code §§ 226(a) and 2698, *et seq.*, as pled in the operative Complaint.

78. Acknowledgment By Plaintiff and Class Counsel. The Parties enter into this Agreement based upon the following representations: (1) Plaintiff and Class Counsel do not currently intend to pursue any claims against Defendant, other than those alleged in the operative Complaint in this Action; and (2) Plaintiff and Class Counsel are not currently aware of any facts or legal theories upon which any claims or causes of actions could be brought against Defendant, except those facts or legal theories alleged in the operative Complaint in this Action.

79. Disputes Regarding Language of Final Settlement Agreement. If the Parties have a dispute with regard to the language of the Agreement, the Parties agree to informally resolve the dispute by engaging Louis Marlin to mediate such dispute.

80. Amendment or Modification. This Agreement may be amended or modified only by a written instrument signed by the Parties or their successors-in-interest.

81. Authorization to Enter Into Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate actions required or permitted to be taken by the Parties pursuant to this Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best and good-faith efforts to effect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

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

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

84. Execution and Counterparts. This Agreement is subject only to the execution of all Parties. However, the Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile, electronic, pdf, DocuSign, and scanned copies of the signature page,

shall be deemed to be one and the same instrument provided that counsel for the Parties shall exchange among themselves original signed counterparts.

85. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this Agreement is a fair, adequate and reasonable settlement of the Action and have arrived at this Settlement after arm's-length negotiations, mediation, and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Agreement.

86. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable. Any invalid, illegal, or unenforceable provision determined by the Court shall in no way affect any other provision if Defendant and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

87. Waiver of Certain Appeals. The Parties agree to waive appeals; except, however, that Plaintiff or Class Counsel may appeal any reduction in the Class Counsel's Award below the amount Class Counsel requests, and either Party may appeal any order that materially alters the Agreement's terms. In the event that an appeal is filed, or any other appellate review is sought, administration of the Settlement shall be stayed pending final resolution of the appeal or other appellate review. Plaintiff will bear all of their own attorneys' fees and costs in connection with any appeal.

88. Class Action Certification. The Parties are agreeing to class certification for settlement purposes only. This Agreement shall not constitute, in this or any other proceeding, an admission of any kind by Defendant, including without limitation, that certification of a class for trial or any other purpose is appropriate or proper or that Plaintiff or any Class Member can establish any of the requisite elements for class treatment of any of the claims in this Action. If, for any reason, the Settlement is not finally approved, this Agreement will be void and the Parties will be restored to their respective positions in the lawsuit as if they had not entered into this Agreement. The Parties further agree that this Agreement, the

1 final stipulation of Settlement, or any documents or orders issued related to this Settlement will not be
2 admissible, other than according to the Settlement's terms, in this or any other proceeding as evidence that
3 either: (i) a class action should be certified, or (ii) Defendant is liable to Plaintiff or any Class Member.

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

17 90. Captions. The captions and section numbers in this Agreement are inserted for the reader's
18 convenience, and in no way define, limit, construe or describe the scope or intent of the provisions of this
19 Agreement.

20 91. Waiver. No waiver of any condition or covenant contained in this Agreement or failure to
21 exercise a right or remedy by any of the Parties hereto shall be considered to imply or constitute a further
22 waiver by such party of the same or any other condition, covenant, right or remedy.

23 92. Enforcement Actions. In the event that one or more of the Parties institutes any legal action
24 or other proceeding against any other Party or Parties to enforce the provisions of this Settlement, or to
25 declare rights and/or obligations under this Settlement, the prevailing Party or Parties shall be entitled to
26 recover from the non-prevailing Party or Parties reasonable attorneys' fees and costs, including expert
27 witness fees incurred in connection with any enforcement actions.

28 93. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and

conditions of this Agreement. Accordingly, this Agreement shall not be construed more strictly against one Party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Agreement.

94. Representation By Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Agreement, and that this Agreement has been executed with the consent and advice of counsel. Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the Agreement.

95. Cooperation and Execution of Necessary Documents. All Parties shall cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Agreement.

96. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Agreement, and further intend that this Agreement shall be fully enforceable and binding on all Parties, and agree that it shall be admissible and subject to disclosure in any proceeding to enforce its terms.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action Settlement between Plaintiff and Defendant as of the date(s) set forth below:

READ CAREFULLY BEFORE SIGNING

PLAINTIFF FAHEEM KHAN

Dated: 8/18/2020

DocuSigned by:

Faheem Khan
Faheem Khan

DEFENDANT AMY'S KITCHEN, INC.

Dated: August 17, 2020

Michael L. Resch

Name of Authorized Signatory

Executive Vice President of Administration and General Counsel

Title

APPROVED AS TO FORM

DIVERSITY LAW GROUP, P.C.

Dated: 8/18/20



Larry W. Lee
Attorneys for Plaintiff and the Class

POLARIS LAW GROUP, P.C.

Dated: 8/18/2020



William Marder
Attorneys for Plaintiff and the Class

AMY'S KITCHEN, INC.

Dated: August 13, 2020



Ashley L. Park
Attorneys for Defendant Amy's Kitchen, Inc.

EXHIBIT B

NOTICE OF CLASS-ACTION SETTLEMENT (“NOTICE”)

Faheem Khan v. Amy’s Kitchen, Inc.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SONOMA

(CASE NO. SCV-266127)

IF YOU ARE A CURRENT OR FORMER CALIFORNIA NON-EXEMPT EMPLOYEE OF AMY’S KITCHEN, INC. (“AMY’S KITCHEN” OR “DEFENDANT”) AND WERE PAID SHIFT DIFFERENTIAL WAGES AT ANY TIME DURING THE PERIOD OF MARCH 4, 2019 THROUGH APRIL 12, 2020, YOU ARE ELIGIBLE TO RECEIVE MONEY AS PART OF A CLASS-ACTION SETTLEMENT.

The Sonoma County Superior Court (“Court”) authorized this Notice to be sent by [insert] (“Settlement Administrator”). This is not an advertisement. This is not a solicitation from a lawyer.

AMY’S KITCHEN, INC. CANNOT AND WILL NOT RETALIATE AGAINST YOU IN ANY WAY FOR PARTICIPATING IN THIS SETTLEMENT.

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THROUGH THIS CLASS ACTION SETTLEMENT

- A former employee, Faheem Khan (“Named Plaintiff”), has sued Defendant on behalf of himself and all other similarly situated employees.
- The parties to the lawsuit have reached a tentative settlement, and the Court has preliminarily approved it.
- Your legal rights are affected whether you act or do not act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT

You Can DO NOTHING

You will receive a payment from the settlement. If you do nothing, you continue your participation in this lawsuit, and you will receive a settlement payment. In exchange for this payment, you will **give up** any rights to sue Defendant separately for the same legal claims that were part of this settlement. The estimated amount of your settlement payment is shown above. To receive your settlement payment, all you need to do is keep the Settlement Administrator informed of your current mailing address. Once the Court grants final approval of the settlement, the Settlement Administrator will mail your check to the address on file for you.

You Can ASK TO BE EXCLUDED FROM THE SETTLEMENT

(Deadline: _____, 2020)

If you ask to be excluded from the settlement, you will get no payment from the settlement, but you will keep any rights to sue Defendant separately for the same legal claims made in this lawsuit. Important: You cannot ask to be excluded and still get a settlement payment.

You Can OBJECT TO THE SETTLEMENT

(Deadline: _____, 2020)

If you do not like the settlement, you can send a written objection to the Settlement Administrator by the deadline to have your objection heard by the Court. If your objection is overruled by the Court, you will still be bound by the terms of the settlement and will receive a settlement payment. Objecting to the Settlement will **not** exclude you from receiving a portion of the Settlement.

THESE RIGHTS AND OPTIONS—AND THE DEADLINES TO EXERCISE THEM—ARE EXPLAINED IN THIS NOTICE.

The Court is in charge of this lawsuit and still has to decide whether to approve the settlement. Payments will be made if the Court approves the settlement and after appeals, if any, are resolved. **Please be patient.**

1. Why Am I Receiving This Notice?

Defendant's records show that you are a current or former non-exempt employee of Defendant in the State of California and that you were paid shift differential wages at any time from March 4, 2019 to April 12, 2020, (the "Covered Period"). If you received this Notice, you are a "class member" for the Settlement described in this Notice.

You received this Notice because you have a right to know about a proposed settlement of a class action lawsuit and about your options before the Court decides whether to grant final approval of the Settlement. If the Court approves the Settlement, and after any objections and appeals are resolved, a Settlement Administrator appointed by the Court will make the payments that the Settlement allows.

This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them and how to get them.

2. What is this Lawsuit About?

In the lawsuit, the Named Plaintiff claims that Defendant failed to properly provide accurate wage statements in violation of California Labor Code § 226(a). Named Plaintiff alleges that Defendant's wage statements were inaccurate because they did not identify the applicable hourly rates of pay and hours worked for shift differential wages. Defendant denies the allegations in the lawsuit and denies it has engaged in any wrongdoing. Defendant asserts that it complied with all legal requirements. The Settlement is not an admission by Defendant of any wrongdoing or an indication that any law was violated.

3. What is a Class Action?

This lawsuit is a class action. In a class action, one or more persons, called a class representative (in this case, Faheem Khan) sue on behalf of people who allegedly have similar claims. All these people are a class or class members. One case resolves the issues for all class members, except for those who exclude themselves from the class. The Sonoma County Superior Court is in charge of the case. The lawsuit is known as *Faheem Khan v. Amy's Kitchen, Inc.*, Case No. SCV-266127.

4. Why is there a Settlement?

The Court did not decide in favor of Named Plaintiff or Defendant. Named Plaintiff thinks he could have won at trial. Defendant thinks that Named Plaintiff would not have won anything. But there was no trial. Instead, both parties agreed to a settlement. That way, they avoid the risks and cost of litigation and trial, and the individuals potentially affected will get compensation. The class representative and the attorneys think the settlement is best for class members.

5. How Do I Know If I Am Part of the Settlement?

The Court has decided that any current or former non-exempt employee of Amy's Kitchen, Inc. in the State of California who was paid shift differential wages at any time from March 4, 2019 to April 12, 2020, (the "Covered Period"), is a class member. If you received this Notice, you are a class member.

6. What Are the Monetary Terms of the Settlement?

The proposed settlement provides for a payment by Defendant in the amount of \$390,000.00 to fully and finally resolve all claims in the lawsuit (referred to as the "Maximum Settlement Amount"). The total amount to be distributed to class members, and who do not exclude themselves from the settlement, will be the Maximum Settlement Amount minus the following (the "Net Settlement Amount"): (a) settlement administration costs not to exceed \$8,500.00; (b) class representative service award to Named Plaintiff not to exceed \$10,000.00 for his work and efforts in prosecuting this case, and for undertaking the risks of costs (in the event the outcome of this lawsuit was not favorable); (c) Class Counsel's attorneys' fees not to exceed \$130,000.00; (d) Class Counsel's actual litigation costs and expenses as supported by declaration not to exceed \$15,000.00; and (e) payment of \$15,000.00 to the Labor and Workforce Development Agency. **Class Counsel's attorneys' fees and costs, and Named Plaintiff's class-representative service award remain subject to Court approval.**

No portion of the Net Settlement Amount will be returned to Defendant under any circumstances.

7. How Much Can I Receive from the Settlement?

If you do not opt out of the Settlement, you will automatically receive your share of the Net Settlement Amount after the Court approves the Settlement. Your estimated share of the Net Settlement Amount is shown above and is based on the number of wage statements you received from Defendant during the Covered Period that included payment for shift differential wages, as compared to the total wage statements received by all class members that included payment for shift differential wages in that same period.

Your Settlement Payment may vary from the estimated payment listed on this form if any Class Members opt out of the Settlement and depending upon the amounts that the Court approves for awards to Class Counsel, the Named Plaintiff, and the Settlement Administrator.

Based upon Defendant's records, the number of wage statements you received that contained payment for shift differential wages from March 4, 2019 to April 12, 2020 is determined to be ***. If this information appears correct, you do not need to do anything further to receive your settlement payment. If you disagree with the number of wage statements identified above, see below (Question 9).

8. How Do I Receive a Payment?

If you do nothing and the Court approves the Settlement at the Final Approval Hearing, you will be issued your

Settlement Payment without any further action needed from you.

To ensure receipt of your Individual Settlement Payment, you must notify the Settlement Administrator of any change in your name, mailing address and/or telephone number. It is your responsibility to keep the Settlement Administrator informed of your updated information, and your Settlement Payment will be mailed to the last known address that the Settlement Administrator has on file for you.

9. What If I Believe the Information is Inaccurate?

If you believe the number of wage statements you received that included payment for shift differential wages during the Covered Period is inaccurate, you may dispute it by sending a letter to [REDACTED] [ADMINISTRATOR'S ADDRESS] no later than _____, 2020. Be sure to include your name, address, telephone number, last four digits of your social security number, and a statement as to what and why you are disputing. Also, attach a copy of any documentation you want to include to support your dispute.

10. What Am I Giving Up to Receive a Settlement Payment?

Unless you request to be excluded from the settlement, you remain a Participating Class Member and part of the settlement class. If you are a member of the settlement class, that means you cannot sue, continue to sue, or be part of any other lawsuit against Defendant for any legal claims arising during the Covered Period that are based on the facts alleged by Named Plaintiff in the lawsuit. Specifically, you will be giving up or “releasing” the claims described below:

Release of Claims: Upon the Effective Date of final approval of the settlement, all Participating Class Members, on behalf of themselves and their heirs, executors, representatives, administrators, trustees, and/or permitted assigns, hereby do and shall be deemed to have fully, finally and forever release, settle, relinquish, and discharge Defendant, as well as its predecessors, successors, and all former, current, and future related organizations, companies, divisions, subsidiaries, affiliates, insurers, and parents, and collectively, their respective former, current and future directors, officers, employees, agents, representatives, attorneys, fiduciaries, assigns, heirs, executors, administrators, beneficiaries, insurers and trustees (“Released Parties”) from the following claims (“Released Claims”), from March 4, 2019 through April 12, 2020:

- Improper and/or inaccurate wage statements; and
- Civil penalties under the Private Attorneys General Act, Cal. Labor Code § 2698, *et seq.* (“PAGA”) predicated on improper and/or inaccurate wage statements.

11. How Do I Exclude Myself from the Settlement?

To exclude yourself from the settlement (also referred to as “opt-out”), you must mail a letter to the Settlement Administrator clearly stating that you want to be excluded from the *Faheem Khan v. Amy’s Kitchen, Inc.* settlement.

Be sure to include your name, address, telephone number, last four digits of your social security number, and your signature. You must mail your exclusion letter postmarked no later than [45 calendar days after the date of initial mailing of this notice] _____, 2020, to the Settlement Administrator at *****.

If you submit a timely and valid “opt-out” request, you will no longer be a member of the class and you will not receive any money from the settlement, or be able to object to the settlement, but you will not be legally bound

by anything that happens in this lawsuit. You will keep any rights to sue (or continue to sue) Defendant in the future for the same legal claims made in this lawsuit, at your own expense.

12. What Should I Do If I Want to Object to the Settlement??

As a class member, you can object to the settlement if you believe that the settlement is unfair, or inadequate. You can give reasons why you think the Court should not approve the settlement. If you object and follow the procedures set out in this section, your objection will be considered. If your objection is overruled, you will still be bound by the settlement.

If you decide to object to the proposed settlement, you may do so in writing to the Settlement Administrator. Upon the submission of your objection, you may then also appear at the final approval hearing for the settlement, either in person or through an attorney at your own expense.

All written objections should be signed by you and should include: (1) the name and case number of this lawsuit *Faheem Khan v. Amy's Kitchen, Inc.*, Case No. SCV-266127; (2) your full name, current address, and telephone number; (3) the specific reason(s) for the objection; and (4) any and all evidence and supporting papers (including, without limitation, all briefs, written evidence, and declarations) on which you base your objection that you want the Court to consider. You must mail your objection postmarked no later than [REDACTED], 2020, to the Settlement Administrator at Settlement Administrator at [REDACTED]. If you do not follow these procedures, you will be deemed not to have objected.

13. What is the Difference between Objecting and Excluding?

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you stay in the class. Excluding yourself, on the other hand, is telling the Court that you don't want to be part of the class. If you exclude yourself, you have no basis to object because the case no longer affects you. However, if you file an objection, you will still receive settlement benefits under the settlement if it is approved by the Court.

14. Do I Have a Lawyer in this Case?

In connection with the Preliminary Approval of the Settlement, the Court decided that the law firms of Diversity Law Group and Polaris Law Group, both of which represent the Named Plaintiff, are also qualified to represent you and all class members. You will not be charged for these lawyers. These law firms are referred to as "Class Counsel." If you want to be represented by your own lawyer, you may hire one at your own expense.

15. How Will the Attorneys for the Class And The Class Representative Be Paid?

The attorneys for the Named Plaintiff and the class will be paid from the Maximum Settlement Amount. Class Counsel will ask the Court to approve up to \$130,000.00 in attorneys' fees and for actual litigation costs incurred up to a maximum of \$15,000.00, the actual amount of which will be determined by the Court at the final approval hearing (see section 17 below for details as to when this hearing will take place). Class members (like you) do not have to pay the fees and costs of Class Counsel. **If you elect, however, to hire your own lawyer, you have to make your own arrangements to compensate your lawyer.**

If approved by the Court, a service payment for the Named Plaintiff of an amount up to \$10,000.00 will be paid from the Maximum Settlement Amount for his work and efforts in prosecuting this case, and for undertaking the risks of costs (in the event the outcome of this lawsuit was not favorable).

16. Notice of Hearing on Final Approval and Objections to Class-Action Settlement.

The Court has preliminarily approved the settlement and will hold a final approval hearing to decide whether to give final approval to the settlement. This hearing will be held before the Honorable Arthur A. Wick on _____, 2020, at _____ a.m., in Department 17 of the **Superior Court of California for the County of Sonoma, located at 3035 Cleveland Avenue, Santa Rosa, California 95403**, to determine whether the proposed settlement is fair, reasonable, and adequate, and whether it should be finally approved by the Court. If there are objections, the Court will consider them. After the hearing, the Court will decide whether to approve the settlement. We do not know how long this decision will take. The final approval hearing may be continued without further notice. The Court may adjourn or continue the hearing from time to time, without further notification, as the Court may direct.

Once final approval is granted by the Court, the Court will enter final judgment, and all class members who have not requested exclusion will be deemed to have waived the Released Claims set forth above.

17. How Do I Receive More Information?

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact any of the attorneys listed below, or the Settlement Administrator, _____, at 800-xxx-xxxx. When you call, please refer to the *Khan v. Amy's Kitchen, Inc.* Class Action Settlement.

This Notice does not contain all of the terms of the proposed settlement or all of the details of these proceedings. For more detailed information, you may refer to the documents on file with the Sonoma County Superior Court, located at 3035 Cleveland Avenue, Santa Rosa, California 95403.

18. What is the Contact Information for Class Counsel?

The addresses for Class Counsel are as follows:

DIVERSITY LAW GROUP, P.C.

Larry W. Lee
Mai Tulyathan
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
Telephone: (213) 488-6555
Fax: (213) 488-6554

POLARIS LAW GROUP

William L. Marder
501 San Benito Street, Suite 200
Hollister, CA 95023
Telephone: (831) 531-4214
Fax: (831) 634-0333

WHAT IF I HAVE QUESTIONS?

If you have any questions about the settlement, you may contact the Settlement Administrator:

Faheem Khan v. Amy's Kitchen, Inc

c/o [redacted]
[redacted] Address
[redacted] City, CA, Zip
Toll-Free Phone Number: [insert]

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

PLEASE DO NOT CONTACT DEFENDANT AMY'S KITCHEN, INC., ITS MANAGERS, OR ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS.

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STATE OF CALIFORNIA]
]ss.
COUNTY OF LOS ANGELES]

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 515 S. Figueroa Street, Suite 1250, Los Angeles, California 90071.

On August 25, 2020, I served the following document(s) described as:
**DECLARATION OF MAI TULYATHAN IN SUPPORT OF PLAINTIFF’S MOTION
 FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** on the interested
 parties in this action as follows:

Mike Resch
Ashely Park
Amy's Kitchen, Inc.
1650 Corporate Circle, Ste. 200,
Petaluma, CA 94954
Attorneys for Defendant Amy's Kitchen, Inc.

 X BY ELECTRONIC SERVICE: Based on a court order I caused the above-entitled document(s) to be served through the Odyssey eFileCA E-Filing System at the website www.california.tylerhost.net, addressed to all parties appearing on the electronic service list for the above-entitled case. The service transmission was reported as complete and a copy of the filing receipt/confirmation will be filed, deposited, or maintained with the original document(s) in this office.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on August 25, 2020, at Los Angeles, California.

Erika Mejia