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Vanessa White, on behalf of all “Aggrieved Employees”

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Attorneys for Defendant
E.M. Pizza, Inc.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

VANESSA WHITE, on behalf of herself and all
“aggrieved employees” pursuant to Labor Code §
2698 et seq.,

Plaintiff,

v.

E.M. PIZZA, INC., a California corporation, and
DOES 1 through 10, inclusive,

Defendant.

Case No. 20GDCV00489

**SETTLEMENT AGREEMENT AND
RELEASE OF CLAIMS**

1 This Settlement Agreement and Release of Claims (“Agreement”) is between Plaintiff
2 Vanessa White (“Plaintiff”), on behalf of herself and other aggrieved employees, and Defendant
3 E.M. Pizza, Inc. (“Defendant” or “EMPI”) (collectively, with Plaintiff, the “Parties”). By executing
4 this Agreement, the Parties intend to settle the lawsuit entitled *White v. E.M. Pizza, Inc.*, Case No.
5 20GDCV00489 (Los Angeles County Superior Court, filed June 11, 2020) (the “Action”) involving
6 claims brought under the California Labor Code Private Attorneys General Act of 2004 (“PAGA”).

7 **I. DEFINITIONS**

8 1. **“Administration Fees”** refers to the amount to be paid to Simpluris, Inc. (or any
9 other third-party settlement administrator approved by the Parties (“Settlement Administrator”)) for
10 costs associated with administration of the settlement contemplated by this Agreement, including
11 costs for, among other things, printing, copying, formatting, translation of materials, postage,
12 envelopes, computer searches to locate addresses, calculation of payments to individual class
13 members, calculation of applicable withholdings and taxes (if required by law), costs associated with
14 the process for any uncashed settlement checks, and any other expenses the Settlement
15 Administrator incurs to complete the settlement process according to the terms of this Agreement.
16 The Settlement Administrator will be responsible for establishing a qualified settlement account and
17 issuing all payments and appropriate tax forms (if required by law). The Parties agree that
18 Administration Fees will not exceed \$15,000, all of which are to be taken from the PAGA Gross
19 Settlement Amount (as defined below).

20 2. **“Aggrieved Employees”** consists of all individuals who worked for Defendant in
21 California, as hourly, non-exempt employees at any time between April 7, 2019 and the Effective
22 Date.

23 3. **“Attorneys’ Fees and Costs”** means the amount of money to be paid from the PAGA
24 Gross Settlement Amount (as defined below) to Gaines & Gaines, APLC (“Plaintiff’s Counsel”) in
25 full satisfaction of all claims Plaintiff may have for reasonable attorneys’ fees, litigation costs, and
26 expenses incurred in the Action. The amount of attorneys’ fees awarded to Plaintiff’s Counsel may
27 not exceed 35% of the PAGA Gross Settlement Amount, and the amount of litigation costs and
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1 expenses (combined) may not exceed \$9,000. Defendant will not object to or otherwise oppose
2 requests consistent with this paragraph.

3 4. **“Effective Date”** shall be the date on which the Court approves this Agreement
4 through entry of the Order and Judgment (as defined below). No money will be distributed unless
5 and until the Effective Date occurs.

6 5. **“Individual Settlement Payments to Aggrieved Employees”** means the individual
7 payments that shall be made to each Aggrieved Employee under this Agreement, which in the
8 aggregate shall total 25% of the PAGA Net Settlement Amount (as defined below).

9 6. **“PAGA Gross Settlement Amount”** means Five Hundred Twenty-Five Thousand
10 U.S. Dollars and Zero Cents (\$525,000). This amount shall be used to satisfy all liabilities arising
11 from this Agreement, including Attorneys’ Fees and Costs, Plaintiff’s Individual Claim Payment
12 (as defined below), Individual Settlement Payments to Aggrieved Employees, Administration
13 Fees, and payment to the Labor and Workforce Development Agency (“LWDA”). Defendant
14 shall pay exactly the PAGA Gross Settlement Amount to fulfill all of its obligations under this
15 settlement.

16 7. **“PAGA Net Settlement Amount”** means the amount, as approved by the Court,
17 after Attorneys’ Fees and Costs, Plaintiff’s Individual Claim Payment, and Administration Fees
18 are subtracted from the PAGA Gross Settlement Amount.

19 8. **“Plaintiff’s Individual Claim Payment”** means the amount to be paid to Plaintiff in
20 consideration for Plaintiff’s general release of all claims, as set forth in Paragraph 22 below.
21 Plaintiff’s Individual Claim Payment shall be in addition to the amount payable to Plaintiff as one
22 of the Individual Settlement Payments to Aggrieved Employees. Plaintiff’s Individual Claim
23 Payment shall not exceed \$10,000, Plaintiff will receive IRS Forms 1099 from the Settlement
24 Administrator and will be solely responsible for reporting and paying all applicable federal, state
25 and local tax. Defendant will not object to or otherwise oppose a request consistent with this
26 paragraph.

27 9. **“Settlement Period”** means April 7, 2019 through the Effective Date.
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II. RECITALS AND PROCEDURAL HISTORY

10. **Allegations in the Operative Complaint.** On June 11, 2020, Plaintiff filed the Action in the Superior Court of California, County of Los Angeles, individually and on behalf of all “aggrieved employees” pursuant to Labor Code §§ 2698 *et seq.* The Complaint alleges a single PAGA claim seeking civil penalties relating to missed, denied, and improper meal and rest periods, unpaid overtime wages, failure to reimburse expenses, failure to provide suitable seating, inaccurate wage statements, and failure to timely pay wages at the separation of employment. Defendant filed an Answer to Plaintiff’s Complaint, denying all claims alleged therein.

11. **Defendant’s Denials.** Nothing in this Agreement shall constitute an admission on behalf of Defendant of any form of liability or the accuracy of any allegation against it. Defendant denies (1) all the material allegations in the Action; (2) that it violated any applicable laws; and (3) that it is liable for damages, penalties, attorneys’ fees, costs, or any other form of compensation or remedy with respect to the claims asserted in the Action. Nevertheless, without admitting any liability or wrongdoing, Defendant has agreed to settle the Action on the terms set forth in this Agreement to avoid the burden, expense, and uncertainty of litigation. Any statements by Defendant in this Agreement are made for settlement purposes only.

12. **Counsel’s Investigation.** Plaintiff’s Counsel has investigated the facts relating to the claims alleged in the Action and also has analyzed all defenses. Plaintiff’s Counsel also engaged in informal discovery and obtained the production of relevant documentation and data from Defendant prior to mediation on April 21, 2021, to allow Plaintiff’s Counsel to further investigate and evaluate the claims and defenses in this Action.

13. **Negotiation of Settlement.** Plaintiff’s Counsel engaged in arms-length negotiations with Defendant at a mediation on April 21, 2021, with experienced mediator Hon. Leo Papas (Ret.) with a view toward achieving substantial benefits for the Aggrieved Employees and the State of California, while avoiding the cost, delay, and uncertainty of further litigation.

III. TERMS OF THE AGREEMENT

14. **Court Approval of the Settlement.** The Parties will present this Agreement to the Court and will request that the Court issue an order and judgment approving and incorporating by

1 reference the terms and conditions of this Agreement (the “Order and Judgment”). Plaintiff’s
2 Counsel will be responsible for drafting and filing all documents necessary to obtain the Order and
3 Judgment.

4 15. **Delivery of the List of Aggrieved Employees.** As soon as practicable, but no later
5 than 15 calendar days after the Effective Date, Defendant will provide the Settlement
6 Administrator with a confidential list containing the Aggrieved Employees’ names, last known
7 addresses, last known telephone numbers, and social security numbers, which will be used to send
8 the Individual Settlement Payments to Aggrieved Employees. Defendant will also provide the
9 Settlement Administrator with the number and date ranges of the pay periods worked by each
10 Aggrieved Employee in California during the Settlement Period. Data provided by Defendant
11 shall be kept confidential by the Settlement Administrator except for purposes of administering
12 the settlement. The Settlement Administrator shall not share any personally-identifying
13 Aggrieved Employee data with Plaintiff’s Counsel, but may disclose the number of Aggrieved
14 Employees, the date ranges of the pay periods worked by each Aggrieved Employee in California
15 during the Settlement Period (with names redacted), and their Individual Settlement Payments
16 (with names redacted).

17 16. **Funding of the Settlement.** Within 15 calendar days after the Effective Date,
18 Defendant will deposit the PAGA Gross Settlement Amount into a Qualified Settlement Account
19 (“QSA”) to be established by the Settlement Administrator.

20 17. **Settlement Payments.** Within 15 calendar days of the funding of the QSA, the
21 Settlement Administrator shall issue the following payments from the QSA: (a) the Individual
22 Settlement Payments to Aggrieved Employees (including Plaintiff); (b) the LWDA PAGA
23 Payment (as defined below) to the LWDA; (c) Plaintiff’s Individual Claim Payment to Plaintiff;
24 (d) Attorney’s Fees and Costs to Plaintiff’s Counsel; and (e) the Administration Fees to itself. The
25 Settlement Administrator, and not Defendant, will issue appropriate tax forms for all payments
26 issued under this Settlement, if and as required by law as determined by the Settlement
27 Administrator. Because the payments made under this Agreement will be made with respect to
28 only the PAGA claims for all Aggrieved Employees and the individual wage and hour claims for

1 Plaintiff, this Agreement is not subject to the rules governing the settlement of class or collective
2 actions. Accordingly, the settlement payments shall be distributed without a claims process or an
3 opportunity to object or opt out.

4 18. **Calculation of Individual Settlement Payments to Aggrieved Employees.** The
5 PAGA Net Settlement Amount will be distributed as follows:

6 a. 75% of the PAGA Net Settlement Amount shall be paid to the LWDA (the
7 “LWDA PAGA Payment”); and

8 b. The remaining 25% of the PAGA Net Settlement Amount (the “Aggrieved
9 Employee Settlement Amount”) shall be distributed to all Aggrieved Employees, with each
10 Aggrieved Employee receiving an Individual Settlement Payment based on the number of pay
11 periods he or she worked for EMPI in a non-exempt position in California during the Settlement
12 Period. Each Aggrieved Employee shall be paid an Individual Settlement Payment equal to the
13 Aggrieved Employee Settlement Amount times a fraction equal to their individual number of pay
14 periods employed by EMPI in a non-exempt position in California during the Settlement Period
15 divided by the total number of pay periods worked by all Aggrieved Employees for EMPI in a
16 non-exempt position in California during the Settlement Period.

17 19. **Distribution of Individual Settlement Payments to Aggrieved Employees.** The
18 Settlement Administrator will issue to each Aggrieved Employee a check in the amount of his or
19 her Individual Settlement Payment, together with an explanatory letter in the form attached hereto
20 as Exhibit A, within the time parameters set forth in paragraph 17 above. Checks shall remain
21 negotiable for 180 days. Any checks returned as non-deliverable on or before the check cashing
22 deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed
23 thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt
24 to determine the correct address using a skip-trace, or other search using the name, address, or
25 Social Security number of the Aggrieved Employee, and will then perform a single re-mailing.
26 Funds contained in the settlement checks that are returned as undeliverable and in settlement
27 checks uncashed for more than 180 days after issuance will be tendered to the California State
28 Controller’s Office - Unclaimed Property Fund, to be held in the name of the Aggrieved

1 Employee. All settlement payments to Aggrieved Employees will be treated as miscellaneous
2 income for which a 1099 will be issued to the extent required by law.

3 20. **Attorneys' Fees and Costs.** As referenced above, Plaintiff's Counsel intends to
4 request, and Defendant agrees not to oppose, that the Court award Plaintiff's Counsel, (a)
5 attorneys' fees in an amount up to 35% of the PAGA Gross Settlement Amount, and (b) costs and
6 expenses incurred in representing the interests of the Aggrieved Employees up to \$9,000. These
7 amounts shall be paid from the PAGA Gross Settlement Amount. Defendant shall have no
8 liability for any other attorneys' fees or costs. If the Court approves a lesser amount for either fees
9 or costs and expenses, this will not impact the enforceability of this Agreement and the difference
10 will remain part of the PAGA Net Settlement Amount. The Settlement Administrator shall issue
11 Plaintiff's Counsel the Attorneys' Fees and Costs within the time parameters set forth in paragraph
12 17 above, together with a Form 1099. Plaintiff's Counsel agrees that it is solely responsible for
13 paying all applicable taxes on any payment made to it hereunder and agrees to indemnify and hold
14 harmless Defendant from any claim or liability for taxes, penalties, or interest arising as a result of
15 any failure to pay taxes due on the Attorneys' Fees and Costs.

16 21. **Release of PAGA Claims.** Upon the Effective Date, and subject to Defendant's full
17 payment of the PAGA Gross Settlement Amount, all Aggrieved Employees, including Plaintiff,
18 shall fully release and be forever barred from pursuing against E.M. Pizza, Inc., its past or present
19 officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants,
20 auditors, consultants, insurers, and reinsurers, and their respective successors and predecessors in
21 interest, subsidiaries, affiliates, parents, and attorneys ("Released Parties") any and all claims for
22 PAGA civil penalties under the California Labor Code, Wage Orders, regulations, and/or other
23 provisions of law that relate in any way to missed, denied, and improper meal and rest periods,
24 unpaid overtime wages, failure to reimburse expenses, failure to provide suitable seating,
25 inaccurate wage statements, and failure to timely pay wages at the separation of employment,
26 which arose during employment by EMPI in a non-exempt position in California during the
27 Settlement Period. Aggrieved Employees, other than Plaintiff, will not be deemed to have
28 released any non-PAGA individual claims by virtue of this Agreement.

22. **Additional Release of Claims by Plaintiff White.** In addition to the release given by each Aggrieved Employee, upon the Effective Date, and subject to Defendant's full payment of the PAGA Gross Settlement Amount, Plaintiff fully releases and discharges E.M. Pizza, Inc. and all Released Parties from any and all claims, demands, obligations, causes of action, rights, or liabilities of any kind, known or unknown, arising out of any acts or omissions by E.M. Pizza, Inc. or any of the Released Parties up until the Effective Date. This release by Plaintiff specifically includes, but is not limited to, any and all claims, demands, obligations, causes of action, rights, or liabilities under any federal, state, or local laws, statutes, or regulations (including, but not limited to, the California Labor Code, the California Fair Employment and Housing Act, Title VII of the Civil Rights Act, the Equal Pay Act, and the Fair Labor Standards Act), whether or not known or suspected to exist, and whether or not specifically or particularly described herein. Specifically, because she is releasing claims that she may not know about, Plaintiff waives all rights and benefits afforded to her by California Civil Code Section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY

23. **No Credit Toward Benefit Plan.** Payments to Aggrieved Employees, including Plaintiff, as referenced herein will not be utilized to calculate any additional benefits under any benefit plans to which any Aggrieved Employee may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) or 403(b) plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Agreement will not affect any rights, contributions, or amounts to which any Aggrieved Employee may be entitled under any benefit plans.

24. **Circular 230 Disclaimer.** Each Party to this Settlement Agreement acknowledges and agrees that (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys or other advisors, is or was intended to be, nor will any such communication or disclosure constitute or be construed or be relied upon as, tax advice

1 within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as
2 amended); (2) each Party (a) has relied exclusively upon his or its own, independent legal and tax
3 counsel for advice (including tax advice) in connection with this agreement, (b) has not entered
4 into this Agreement based upon the recommendation of any other Party or any attorney or advisor
5 to any other Party, and (c) is not entitled to rely upon any communication or disclosure by any
6 attorney or advisor to any other Party to avoid any tax penalty that may be imposed on the Party;
7 and (3) no attorney or advisor to any other Party has imposed any limitation that protects the
8 confidentiality of any such attorney's or advisor's tax strategies (regardless of whether such
9 limitation is legally binding) upon disclosure by the Party of the tax treatment or tax structure of
10 any transaction, including any transaction contemplated by this Agreement.

11 25. **No Prior Assignment.** Plaintiff represents and warrants that she has not assigned or
12 transferred any portion of any claims, demands, obligations, causes of action, rights, or liabilities
13 that, but for such assignment or transfer, would be released under this Agreement; nor has Plaintiff
14 purported to do so.

15 26. **Nullification and Termination of Settlement Agreement.** Unless otherwise noted
16 herein, if (i) the Court does not approve the settlement as provided or (ii) the settlement does not
17 become final for any other reason, then this Agreement and any documents generated to bring it
18 into effect will be null and void, and the Parties will be returned to their original, respective
19 positions. Likewise, Defendant has represented and warranted that there are no more than 1,450
20 Aggrieved Employees who worked no more than 38,000 aggregate pay periods in a non-exempt
21 position in California from April 7, 2019 through January 31, 2021. If the final number of
22 employees or pay periods during this time period exceed these amounts, Plaintiff may terminate
23 this settlement.

24 27. **Acknowledgment that the Settlement is Fair and Reasonable.** The Parties believe
25 this Settlement is fair, adequate, and reasonable settlement of the Action, and have arrived at this
26 Settlement after an Arm's-Length negotiations and the assistance of an experienced mediator. The
27 Parties have made good faith efforts to examine the number of Aggrieved Employees and Pay
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Periods in the Settlement Period, but understand that this number continues to change up through the Effective Date.

28. **No Publicity; Confidentiality.** Neither party (including the Parties' attorneys) shall publicize this settlement, this Agreement, any terms of this Agreement (including, but not limited to, the PAGA Gross Settlement Amount), or any information about the negotiations leading to the execution of this Agreement. This includes, but not limited to, communications through any social media, unless so ordered by the Court. Nothing herein limits or purports to limit Plaintiff's Counsel's ability or right to respond to Aggrieved Employee inquiries about this Settlement or to submit this Settlement to the LWDA and the Court for the purpose of obtaining approval of the Settlement and in compliance with the requirements of PAGA.

29. **Judgment and Continued Jurisdiction.** After entry of the Order and Judgment, the Court will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms of this Agreement; (ii) settlement administration matters; and (iii) such post-Judgment matters as may be appropriate under court rules or as set forth in this Agreement, as permitted by Code of Civil Procedure section 664.6. and any other applicable law.

30. **Entire Agreement.** This Agreement constitutes the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties.

31. **Amendment or Modification.** This Agreement may be amended or modified only by a written instrument, signed by both Parties, their successors-in-interest, or their counsel.

32. **Authorization to Enter into a Settlement 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 action required or permitted to be taken by such Parties pursuant to this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the settlement.

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

1 34. **Governing Law.** All terms of this Agreement shall be governed by, and interpreted
2 according to, the laws of the State of California.

3 35. **Execution and Counterparts.** This Agreement is subject only to the execution of
4 all Parties. However, the Agreement may be executed in one or more counterparts. All executed
5 counterparts and each of them, including fax and scanned copies of the signature page, will be
6 deemed to be one and the same instrument.

7 36. **Invalidity of any Provision.** Before declaring any provision of this Settlement
8 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest
9 extent possible consistent with applicable precedents so as to define all provisions of this
10 Settlement Agreement valid and enforceable.

11 37. **Construction and Interpretation.** Headings and paragraph titles are inserted as a
12 matter of convenience and for reference, and in no way define, limit, extend or describe the scope
13 of this Agreement or any of its provisions. Each term of the Agreement is contractual.

14 38. **Waiver.** No waiver of any condition or covenant contained in this Agreement or
15 failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or
16 constitute a further waiver by such party of the same or any other condition, covenant, right or
17 remedy.

18 39. **Enforcement Action.** In the event that one or more of the Parties institutes any
19 legal action or other proceeding against any other Party or Parties to enforce the provisions of this
20 Agreement or to declare rights and/or obligations under this Agreement, the successful Party will
21 be entitled to recover from the unsuccessful Party reasonable attorneys' fees and costs, including
22 expert witness fees incurred in connection with any enforcement action.

23 40. **Mutual Preparation.** The Parties have had a full opportunity to negotiate the terms
24 and conditions of this Agreement. Accordingly, this Agreement will not be construed more
25 strictly against one party merely by virtue of the fact that it may have been prepared by counsel for
26 one of the Parties, it being recognized that, because of the arm's-length negotiations between the
27 Parties, all Parties have contributed to the preparation of this Agreement.

1 **41. Representation by Counsel.** The Parties acknowledge that they have been
2 represented by counsel throughout all negotiations that preceded the execution of this Agreement,
3 and that this Agreement has been executed with the consent and advice of counsel, and reviewed
4 in full.

5 **42. Cooperation and Execution of Necessary Documents; Stipulation/Motion for**
6 **Court Approval.** All Parties will cooperate in good faith and execute all documents to the extent
7 reasonably necessary to effectuate the terms of this Agreement. Plaintiff's counsel shall prepare
8 and file a joint stipulation for Court approval of the Settlement (or a motion if required by the
9 Court) as soon as practicable. The stipulation or motion shall include the bases for demonstrating
10 that settlement amounts are reasonable in light of the facts and controlling authorities pertaining to
11 the claims alleged, and a signed declaration from Plaintiff's counsel discussing the risks of
12 continued litigation and the decision that the best interests of the Aggrieved Employees are served
13 by the terms of the Agreement. Plaintiff's counsel shall submit the stipulation/motion to
14 Defendant's counsel for approval a reasonable time prior to filing.

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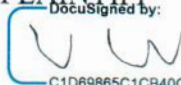
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43. **Binding Agreement.** The Parties warrant that they understand and have full authority to enter into this settlement, and further intended that this Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

SO AGREED:

Dated: May 10, 2021

PLAINTIFF
DocuSigned by:

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Vanessa White

Dated:

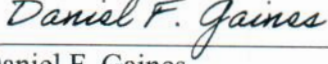
E.M. Pizza, Inc.


By: MALLI P. RAO

APPROVED AS TO FORM, AND AGREED TO AS APPLICABLE:

Dated: 5/10/2021

GAINES & GAINES, APLC


Daniel F. Gaines
Counsel for Plaintiff Vanessa White

Dated: 5/12/2021

WILSON TURNER KOSMO LLP


Leonid M. Zilberman
Naomi C. Pontious
Counsel for Defendant E.M. Pizza, Inc.

EXHIBIT A

Date

NOTICE OF SETTLEMENT**Los Angeles County Superior Court Case No. 20GDCV00489****Case Name: *Vanessa White v. E.M. Pizza, Inc.***

«FirstName» «LastName»

«Address1» «Address2»

«City» «State» «Zip»

You are receiving the enclosed check in settlement of a lawsuit entitled VANESSA WHITE, on behalf of herself and all “aggrieved employees” pursuant to Labor Code § 2698 et seq., “Plaintiff,” v. E.M. PIZZA, INC., a California corporation, and DOES 1 through 10, inclusive, (“Defendant”), Superior Court of the State of California, County of Los Angeles, Case Number 20GDCV00489 (the “Lawsuit”).

In the Lawsuit, Plaintiff pursued claims for penalties against Defendant under the California Private Attorneys General Act of 2004 (“PAGA”) related to missed, denied, and improper meal and rest periods, unpaid overtime wages, failure to reimburse expenses, failure to provide suitable seating, inaccurate wage statements, and failure to timely pay wages at the separation of employment. Defendant denies Plaintiff’s claims in their entirety, and asserts it complied with the applicable law. However, the parties believe that continued litigation would be protracted, expensive, uncertain, and contrary to their best interests and, therefore, agreed to settlement of this lawsuit. Only PAGA civil penalty claims are compromised by this settlement. The court has not ruled on the merits of this lawsuit, but it has approved the civil penalties settlement amount to be paid by Defendant. The settlement addresses claims for PAGA penalties on behalf of non-exempt employees who worked for Defendant in California at any time from April 7, 2019 through [Effective Date].

According to Defendant’s records, you are an Aggrieved Employee and are therefore entitled to a share of the settlement. Enclosed with this Notice is your settlement check. The settlement check shall remain valid for one hundred eighty (180) calendar days. Checks remaining un-cashed for more than 180 days after issuance will become void and the outstanding balance will be tendered to the California State Controller’s Office - Unclaimed Property Fund, to be held in your name.

If you have additional questions, you may contact the lawyers for Plaintiff Vanessa White:

Plaintiff’s Counsel:

Evan S. Gaines, Esq.
Daniel F. Gaines, Esq.
Alex P. Katofsky, Esq.
Gaines & Gaines, APLC
27200 Agoura Road, Suite 101
Calabasas, California 91301
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Toll-free: (866) 550-0855