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Attorneys for Plaintiff Vanessa White, on behalf of herself and all “aggrieved employees” pursuant to Labor Code § 2698 *et seq.*

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

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

Plaintiffs,

v.

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

Defendants.

Case No.: 20GDCV00489

*Assigned to the Hon. Ralph Hofer, Dept. D*

**DECLARATION OF DANIEL GAINES IN  
SUPPORT OF STIPULATION AND  
[PROPOSED] ORDER APPROVING  
SETTLEMENT OF PRIVATE ATTORNEYS  
GENERAL ACT CLAIMS AND ENTERING  
JUDGMENT THEREON**

Action Filed: June 11, 2020

Trial Date: None Set

1 I, DANIEL F. GAINES, hereby declare and state as follows:

2 1. I am an attorney duly admitted to the practice of law in the State of California. I am  
3 a shareholder of Gaines & Gaines, APLC, counsel for Plaintiff Vanessa White in this action. I have  
4 personal knowledge of the facts set forth herein and if called as a witness to testify to them, I could  
5 and would do so competently.

6 2. I obtained my BS degree from the University California at Berkeley in 2003. I  
7 majored in Business Administration at the Haas School of Business.

8 3. Thereafter, I attended the University of Virginia School of Law. At Virginia, I was  
9 a member of the editorial board of the Virginia Tax Review. I was also the recipient of the Lacy  
10 Armour Scholarship, awarded to recognize academic excellence. At Virginia, I focused my studies  
11 on tax and real estate. I earned my JD and became a member of the California Bar in 2007.

12 4. Since becoming a member of the Bar, I have practiced law with my partner/father,  
13 Kenneth, at Gaines & Gaines, APLC. Our practice specializes in litigation, with an emphasis in  
14 business, real estate, and employment disputes like this one. Over 75% of my practice is devoted  
15 to complex employment litigation similar to the instant action.

16 5. My firm has represented employees in employment matters such as this one, with  
17 an emphasis in wage and hour issues. I have participated in and have been certified as Court-  
18 approved class counsel in dozens of class and representative action matters since my admission to  
19 the Bar. A true and correct list of the cases in which I have been appointed as class counsel is  
20 attached hereto as Exhibit "B".

21 6. On March 23, 2020, Plaintiff complied with the requirements set forth in Labor  
22 Code § 2698 *et seq.*, the Labor Code Private Attorneys General Act (hereinafter, "PAGA") by  
23 sending a letter, by online submission to the Labor and Workforce Development Agency  
24 ("LWDA") and by certified mail to Defendant, setting forth the facts and theories of the violations  
25 alleged against Defendant. (A true and correct copy of the letter submitted to the LWDA is attached  
26 hereto as Exhibit "A").

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28 {02834137; 1}

7. Plaintiff filed her Representative Action Complaint on June 11, 2020, seeking penalties pursuant to Labor Code § 2699(f) for violations of Labor Code §§ 201, 202, 226(a), 226.3, 226.7, 510, 512, 558, 1194, 1198, and 2802.

8. The parties thereafter conducted informal discovery to ascertain the size of the aggrieved employee group, the number of affected pay periods at issue among them, and the strength of their claim.

9. Being fully apprised of the value and strength of Plaintiff's claims, the parties participated in a mediation with Hon. Judge Leo Papas (Ret.) on April 21, 2021 in an attempt to resolve the claims asserted in the Action.

10. The parties engaged in arm's-length negotiations and reached a resolution of the PAGA claims asserted in the action following their acceptance of a mediator's proposal by Judge Papas. Based on the information and documents obtained through informal discovery and during mediation, Plaintiff assessed the maximum value of the PAGA claims (without stacking) asserted to be approximately \$4,051,300 (at the rate of a \$100.00 penalty for 40,513 pay periods at issue for approximately 1,492 aggrieved employees through the date of mediation).

11. The amount of the settlement is \$525,000 and includes an apportionment of attorneys' fees and costs, payment to the settlement administrator, and a general release payment to Plaintiff White.

12. Attached hereto as Exhibit “C” is a true and correct copy of the parties’ Settlement Agreement and Release of Claims.

I declare, under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct. Executed this 12<sup>th</sup> day of May, 2021 at Calabasas, California.

*Daniel F. Gaines*  
DANIEL F. GAINES

# **EXHIBIT A**

# GAINES & GAINES

A PROFESSIONAL LAW CORPORATION

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CALABASAS, CALIFORNIA 91301

PHONE (818) 703-8985  
FAX (818) 703-8984

March 23, 2020

***Via Certified Mail***

Labor & Workforce Development Agency  
By electronic submission

E.M. Pizza, Inc.  
1935 E. Colorado Blvd #B  
Pasadena, CA 91107

Defendant mailed certified # 70190700000201196380

Agent for Service of Process  
Malli Rao  
1935 E. Colorado Blvd #B  
Pasadena, CA 91107

Agent mailed certified # 70190700000201196397

Re: ***Labor Code Violations of E.M. Pizza, Inc. – Compliance Letter of California  
Labor Code § 2698 Private Attorneys General Act***

Dear LWDA:

This office represents Vanessa White, a former non-exempt California employee of E.M. Pizza, Inc. (“Defendant”). The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et seq.*

Our client was employed by Defendant in Southern California. Herein we set forth the facts and theories of California Labor Code violations that we allege Defendant engaged in with respect to our client and other of its California employees (“Aggrieved Employees”).

Our client alleges that Defendant failed to properly compute bonuses and other non-base hourly wages earned by our client and other non-exempt Aggrieved Employees into their regular rate of pay for purposes of paying them overtime at the correct rates, in violation of Labor Code §§ 510 and 1194. Defendant failed to properly blend these non-base wages and instead paid our client and other non-exempt Aggrieved Employees overtime based *only* on the base hourly rate of pay, thus depriving our client and other non-exempt Aggrieved Employees of all overtime wages earned. Further, Defendant also required our client and other non-exempt Aggrieved Employees to clock out and continue working without any compensation, thereby denying them all minimum and overtime wages due. This violates Labor Code §§ 510, 1194 and 1194.2.

Defendant failed to pay premium wages to our client and other non-exempt Aggrieved Employees who were denied meal periods, in violation of Labor Code §§ 226.7, 512, 558 and IWC Wage

Order 5-2001. Our client and non-exempt Aggrieved Employees were routinely denied, and not authorized to take, a timely, uninterrupted, 30-minute meal period for every shift worked that exceeded five hours in duration, or a second timely, uninterrupted, 30-minute meal period for every shift worked that exceeded ten hours in duration, but were not paid premium wages of one hour's pay for each missed first or second meal period. Defendant would require our client and other non-exempt Aggrieved Employees to clock out for their meal periods, but continue working, without any compensation. This violates Labor Code §§ 226.7, 510, 512, 558, and 1194 and IWC Wage Order 5-2001.

Defendant failed to pay premium wages to our client and other non-exempt Aggrieved Employees who were denied proper rest periods, in violation of Labor Code §§ 226.7 and 558 and IWC Wage Order 5-2001. Our client and other non-exempt Aggrieved Employees were routinely not authorized and unable to take an off-duty, 10-minute rest break for every four (4) hours of work or major fraction thereof, but were not paid premium wages of one hour's pay for each missed rest break. Due to the busy nature of their jobs and Defendant's policies and practices, they were unable and not authorized to take off duty rest periods.

Our client alleges that Defendant failed to provide her and other non-exempt Aggrieved Employees with wage statements that fully and accurately itemized the requirements set forth in Labor Code § 226(a). Our client and other non-exempt Aggrieved Employees were not paid all minimum and overtime wages due and all meal and rest period premium wages due. As such, the wage statements provided by Defendant failed to accurately state all gross wages earned, in violation of Labor Code § 226(a)(1), total hours worked, in violation of Labor Code § 226(a)(2), net wages earned, in violation of Labor Code § 226(a)(5), and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each rate, in violation of Labor Code § 226(a)(9). Also, in addition to the above allegations, the wage statements issued to our client and all other non-exempt Aggrieved Employees failed to accurately set forth all applicable hourly rates in effect during the pay period and the corresponding number of hours worked, in violation of Labor Code § 226(a)(9); the overtime rate is omitted from the wage statements during those pay periods when overtime wages are earned.

Our client further alleges that Defendant failed to reimburse all business-related expenses to her and other Aggrieved Employees, in violation of Labor Code § 2802. Our client and Aggrieved Employees were required to use their personal cellular phones to perform their work tasks for Defendant, but were not fully reimbursed by Defendant for these expenses. This practice violates Labor Code § 2802.

Defendant failed to provide suitable seats to our client and all California restaurant employees. Many job positions reasonably permit the use of seating, but Defendant does not provide it and California restaurant employees are not permitted to sit down during the course of their employment. This practice violates California Labor Code § 1198 and Wage Order 5-2001, § 14, which provides as follows: "(A) All working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats. (B) When employees are not

Labor & Workforce Development Agency  
E.M. Pizza, Inc.  
Malli Rao  
March 23, 2020  
Page 3

engaged in the active duties of their employment and the nature of the work requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to the work area and employees shall be permitted to use such seats when it does not interfere with the performance of their duties.”

Our client further alleges that Defendant failed to timely pay her and other non-exempt Aggrieved Employees all wages due at the separation of employment based on the time frames required by Labor Code §§ 201 and 202. As stated above, our client and other non-exempt Aggrieved Employees were not paid all wages due during the course of their employment and, as a result of this failure, they were not timely paid all wages due at the separation of their employment. This violates Labor Code §§ 201-203.

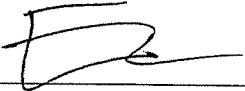
The \$75 PAGA filing fee has been mailed to the LWDA concurrently with the transmission of this letter.

We invite Defendant or its attorneys to contact our office to discuss this matter, including whether an early resolution of the claims can be reached.

Our office awaits your response.

Very truly yours,

GAINES & GAINES  
A Professional Law Corporation

By :   
EVAN S. GAINES

# **EXHIBIT B**

*Adams v. Newell Rubbermaid*, USDC – Central District of California (Los Angeles), Case No. EDCV 08-1499 JTM (CTx)

*Adams v. Sam's West, Inc.*, San Bernardino County Superior Court, Case No. CIVDS1403987

*Agredano v. GS Brothers, Inc.*, Los Angeles County Superior Court, Case No. BC445561

*Allen v. Toms Sierra Company*, Nevada County Superior Court, Case No. CU18-082823

*Allen v. Valley Inventory Service, Inc.*, Solano County Superior Court, Case No. FCS034682

*Alvarez v. Pilot Travel Centers, LLC*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-4605

*Alonzo v. Camblin Steel Service, Inc.*, Placer County Superior Court, Case No. SCV0034165

*Amenhotep v. Google, Inc.*, Santa Clara County Superior Court, Case No. 17CV311528

*Anaya v. Progressive Logistics Services, LLC*, Riverside County Superior Court, Case No. RIC1308270

*Andre v. Newell Rubbermaid, Inc.*, San Bernardino County Superior Court, Case No. CIVVS1200282

*Anduha v. ABC Phones of North Carolina, Inc.*, Stanislaus County Superior Court, Case No. 2022729

*Anslow v. Wellington Energy, Inc.*, USDC – Northern District of California (San Francisco), Case No. CV11-1596-JCS

*Aranda, et al. v. Universal Lumpers of California, Inc.*, San Joaquin County Superior Court, Case No. STK-UOE-2017-7826

*Armendariz v. Integrated Pain Management Medical Group, Inc.*, Kern County Superior Court, Case No. BCV-19-100267-SDS

*Barrow, et al. v. Desmond Foods, L.P.*, Sacramento County Superior Court, Case No. 34-2015-00187227

*Batmanghelich v. Sirius XM Radio Inc.*, USDC – Central District of California (Los Angeles), Case No. CV 09-9190 VBF (JCx)

*Bosser v. Hooked on Solar*, Yolo County Superior Court, Case No. CVCV-2016-876

*Bourland v. Horizon Personnel Services, Inc.*, Sacramento County Superior Court, Case No. 34-2014-00161365-CU-OE-GDS

*Bowen v. IMI Material Handling Logistics, Inc.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2016-0000192

*Branson v. Mladen Buntich Construction*, San Bernardino County Superior Court, Case No. CIVDS1609129

*Brandt v. Sacramento Auto Insurance Center, Inc.*, San Joaquin County Superior Court, Case No. 39-2009-00202938-CU-OE-STK

*Brown v. 22nd District Agricultural Association*, United States District Court, Southern District of California, Case No. 15-cv-2578-DHB

*Brown v. Sierra Central Credit Union*, Sutter County Superior Court, Case No. CVCS18-0002161

*Burgess v. Blue Cross and Blue Shield of South Carolina*, San Joaquin County Superior Court, Case No. 39-2012-00277449-CU-BT-STK

*Burgess v. Strategic Retail Solutions, LLC*, Los Angeles County Superior Court, Case No. BC413791

*Calhoun v. Celadon Trucking Services, Inc.*, USDC – Central District of California (Los Angeles), Case No. 5:16-cv-01351-PSG-FFM

*Caporicci v. Owens & Minor Distribution, Inc.*, San Joaquin County Superior Court, Case No. 39-2013-00295662-CU-OE-STK

*Carl v. Advanced Call Center Technologies, LLC*, Sacramento County Superior Court, Case No. 34-2013-00148310

*Carlisle, et al. v. Professional Technical Security Services, Inc.*, Case No. CGC18569791

*Carrete v. Gamestop, Inc.*, Imperial County Superior Court, Case No. ECU08501

*Carrillo v. Bimbo Bakeries, Inc.*, San Bernardino County Superior Court, Case No. CIVDS1606813

*Caudillo v. Aegis Treatment Centers, LLC*, Merced County Superior Court, Case No. 18CV-0744

*Cerami v. Metlife, Inc.*, USDC – Central District of California (Orange County), Case No. 11-CV-00681-CJC (MLGx)

*Charles v. Aaron's Inc.*, Los Angeles County Superior Court, Case No. BC431468

*Charles v. Nursefinders, LLC*, Imperial County Superior Court, Case No. ECU07422

*Cheifer v. JetBlue Airways Corporation*, Los Angeles County Superior Court, Case No. BC451887

*Cheifer, et al. v. WHGM, Inc.*, Los Angeles County Superior Court, Case No. LC104900

*Chong, et al. v. Crescent Northwoods Inn, Inc.*, Del Norte County Superior Court, Case No. CVUJ-2018-1133

*Church v. GameStop, Inc., et. al.*, USDC – Central District of California (Los Angeles), Case No. 11-CV-00132-VAP-RZ

*Clothier v. Spar Marketing Services, Inc.*, Alameda County Superior Court, Case No: RG12-639317

*Coleman v. Wireless Lifestyle, Inc.*, USDC – Western District of Missouri, Case No. 4:12-cv-00855-ODS

*Colombo-Beyeler, et al. v. Viking River Cruises, Inc.*, San Bernardino County Superior Court, Case No. CIVDS1611608

*Conlee v. Clark Pacific Corporation*, Yolo County Superior Court, Case No. CV14-1409

*Contreras v. Osmose Utilities Services, Inc.*, San Bernardino County Superior Court, Case No. CIVDS1513998

*Contreras v. West American Service Corporation*, Kings County Superior Court, Case No. 14C0280

*Corona v. Yosemite Meat & Locker Service, Inc.*, Stanislaus County Superior Court, Case No. 2006828

*Cortellessa v. Dotnext, Inc.*, Alameda County Superior Court, Case No. RG09429971

*County v. Ingram Mirco, Inc.*, San Bernardino Superior Court, Case No. CIVRS 1304445

*Covarrubias, et al. v. Petersendean Builder Group, Inc.*, Kern County Superior Court, Case No. BCV-16-101122

*Cowen, et al. v. Evergreen Alliance Golf Limited, L.P., d/b/a Arcis Golf*, San Bernardino County Superior Court, Case No. CIVDS1719283

*Cruz-Garcia v. Lemonade Restaurant Group, LLC*, Los Angeles County Superior Court, Case No. BC478205

*Cunningham v. Performance Contracting, Inc.*, Contra Costa County Superior Court, Case No. C16-02157

*Dabney v. Coneybeare, LLC, et al.*, Orange County Superior Court, Case No. 30-2018-00999989-CU-OE-CXC

*Dabney, et al. v. Panera, LLC.*, San Bernardino County Superior Court, Case No. CIVDS1516030

*Diaz, et al. v. Seaworld Entertainment, Inc.*, Imperial County Superior Court, Case No. ECU10046

*Diggs v. Western Waterproofing Company, Inc.*, San Francisco County Superior Court, Case No. CGC-14-539281

*Dismuke v. Rhodes Retail Services, Inc.*, Sacramento County Superior Court, Case No. 34-2011-00105001

*Dorsette v. TA Operating, LLC*, USDC – Central District of California (Los Angeles), Case No. EDCV 09-1350 PA (RZx)

*Duran v. The Image of California, Inc.*, Kern County Superior Court, Case No. S-1500-CV-284056 DRL

*Edwards v. Trans World Entertainment Corp.*, San Diego County Superior Court, Case No. 37-2010-00095123-CU-OE CTL

*Esakhani v. Central Valley Gaming*, Stanislaus County Superior Court, Case No. 2020667

*Escobar v. SMSSI of California, Inc.*, San Francisco Superior Court, JCCP No. 4776

*Espinosa v. Taltech Construction, et al.*, Los Angeles County Superior Court, Case No. BC590176

*Espinosa v. Bodycote Thermal Processing, Inc.*, Los Angeles County Superior Court, Case No. BC501617

*Espinoza v. Pabco Building Products, LLC*, Los Angeles County Superior Court, Case No. VC065660

*Estrada v. Net Source Communications, Inc.*, Los Angeles County Superior Court, Case No. BC431169

*Estrada v. OS Restaurant Services, LLC*, Santa Clara County Superior Court, Case No. 16CV293249

*Estupinan v. Global Development Strategies, Inc.*, Santa Clara County Superior Court, Case No. 110CV178898

*Fadhl. v. Siemens Healthcare Diagnostics Inc.*, Sacramento County Superior Court, Case No. 34-2017-00209518

*Fernandez v. The Regents of the University of California*, Los Angeles County Superior Court, Case No. BC656256

*Ferrer v. Dish Network Corporation*, Los Angeles County Superior Court, Case No. BC441354

*Findora v. Barry Callebaut USA LLC*, Napa County Superior Court, Case No. 19CV000219

*Flores v. Cintas Corporation*, Los Angeles County Superior Court, Case No. BC400422

*Friel v. Midwest Construction Services, Inc.*, San Joaquin County Superior Court, Case No. 39-2015-00329204-CU-OE-STK

*Gagnon v. Banc of California*, Contra Costa County Superior Court, Case No. C 15-00196

*Galarza v. Bayou Well Services, LLC*, Kern County Superior Court, Case No. S-1500-CV-279372 DRL

*Galarza v. C & H Testing Service LLC*, Kern County Superior Court, Case No. BCV-15-100008 SPC

*Garcia v. Old Dominion Freight Line, Inc.*, San Bernardino County Superior Court, Case No. CIVDS1404636

*Geer v. Applied Aerospace Structures Corp.*, San Joaquin County Superior Court, Case No. 39-2014-00313702-CU-OE-STK

*Getz v. California Cinema Investments, Inc.*, Ventura County Superior Court, Case No. 56-2013-00437706-CU-MC-VTA

*Gibbs v. M. Lehmann Enterprises*, Orange County Superior Court, Case No. 30-2013-00678538-CU-OE-CXC

*Gilles v. Schaefer Ambulance Service Inc.*, Imperial County Superior Court, Case No. ECU07970

*Goldman, et al. v. Defender's, Inc.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-0009973

*Gomez v. Low Desert Empire Pizza, Inc.*, San Bernardino County Superior Court, Case No. CIVVS900392

*Gomez v. Pizza Hut of Southeast Kansas, Inc.*, San Bernardino County Superior Court, Case No. CIVVS900679

*Gonzalez v. Harris Farms, Inc.*, USDC – Eastern District of California (Fresno), Case No. 1:14-cv-00038-LJO-SAB

*Guerrero v. Main Electric Supply Company LLC*, Ventura County Superior Court, Case No. 56-2019-00525427-CU-OE-VTA

*Gutierrez v. Asset Management Specialists, Inc.*, Fresno County Superior Court, Case No. 12CECG03577

*Gutierrez v. Linkus Enterprises, Inc.*, Madera County Superior Court, Case No. MCV065774

*Gutierrez v. Shiekh, LLC*, San Bernardino County Superior Court, Case Nos. CIVRS1206525, CIVRS1303408

*Hairston v. Stanislaus Surgical Hospital*, Stanislaus County Superior Court, Case No. CV-19-000651

*Hindman v. Service Quick, Inc.*, San Bernardino County Superior Court, Case No. CIVDS1724229

*Hogan v. iMobile of CA LLC*, San Bernardino County Superior Court, Case No. CIVDS1409263

*Hogan v. Wireless Evolution Inc.*, Riverside County Superior Court, Case No. MCC1300669

*Hogan v. Wireless That's It! LLC*, Riverside County Superior Court, Case No. RIC1201997

*Holmes v. Bottling Group, LLC*, Stanislaus County Superior Court, Case No. 2022584

*Hooper, et al. v. URS Midwest, Inc., et al.*, San Bernardino Superior Court, Case No. CIVDS1607489

*Humphrey v. Freedomroads, LLC*, Shasta County Superior Court, Case No. 178228

*Hurtado v. Rush Truck Centers of California, Inc.*, Los Angeles County Superior Court, Case No. BC427672

*Hyde v. Dent Wizard International Corporation*, Sacramento County Superior Court, Case No. 34-2015-00173882

*Ibrihim v. Imperfect Foods, Inc.*, San Joaquin County Superior Court, Case No. STK-VI-UOE-2019-0000846

*Id-deen v. Educational Services of America*, Solano County Superior Court, Case No. FCS040803

*Isherwood v. Mason Dixon Intermodal, Inc.*, San Joaquin County Superior Court, Case No. 39-2012-00279891-CU-OC-STK

*Jahanbin v. Pacific Mercantile Bank*, Orange County Superior Court, Case No. 30-2011-00480705CU-OE-CXC

*Jenkins v. Sedgwick Claims Management Services, Inc.*, Los Angeles Superior Court, Case No. LC101648

*Job v. California Security Services*, Yuba County Superior Court, Case No. 14-0000820

*Johnson v. The Goodyear Tire & Rubber Company*, USDC – Northern District of California (San Francisco), Case No. 3:13-cv-01069-MMC

*Jolin v. Bay Cities Recovery, Inc.*, El Dorado County Superior Court, Case No. PC20100458

*Jordan v. Sutter Memorial Hospital*, Stanislaus County Superior Court, Case No. 2023344

*Keebaugh v. Mike Thompson Recreational Vehicles*, San Bernardino County Superior Court, Case No. CIV-DS-1500718

*Kelly v. Robin's Enviro Vac, Inc.*, Kern County Superior Court, Case No. S-1500-CV-282277  
DRL

*King v. Levy Premium Foodservice Limited Partnership*, Alameda County Superior Court, Case No. HG15786353

*Kunsman v. Punch Bowl Sacramento, LLC, et al.*, Sacramento County Superior Court, Case No. 34-2018-00243175

*LaFear v. Encore Education Corporation*, San Bernardino County Superior Court, Case No. CIVDS1802251

*Lanzarin v. AWI Management Corporation*, Solano County Superior Court, Case No. FCS041809

*Lee, et al. v. Foster Dairy Farms*, Stanislaus County Superior Court, Case Nos. 2006542, 2015679

*Lemus, et al. v. Eastridge Workforce Technology, Inc.*, San Bernardino County Superior Court, Case No. CIV-DS-1611470

*Lewis v. American Casino & Entertainment Properties LLC*, San Bernardino County Superior Court, Case No. CIVDS1719094

*Lemus v. On Assignment Staffing Services*, San Bernardino County Superior Court, Case No. CIV-DS-1600497

*Leon v. Piercey West Inc.*, Los Angeles County Superior Court, Case No. BC656874

*Lopez v. Creative Communication Technologies, Inc.*, Imperial County Superior Court, Case No. ECU07851

*Lopez v. Go Green Auto Spa Franchise, Inc., et al.*, Los Angeles County Superior Court, Case No. BC 562212

*Lopez v. Truck Accessories Group, LLC*, Yolo County Superior Court, Case No. CV13798

*Ludlow v. Prince Telecom, LLC*, Stanislaus County Superior Court, Case No. 684239

*Luna v. Express Locations, LLC*, Imperial County Superior Court, Case No. ECU09779

*Macias v. American Tire Distributors, Inc.*, Kern County Superior Court, Case No. BCV-18-101586

*Maldonado v. Hardwood Flooring Liquidators, Inc.*, Los Angeles County Superior Court, Case No. BC642170

*Mansfield v. Cambridge Real Estate Services, Inc.*, Butte County Superior Court, Case No. 160175

*Martinez v. DPI Specialty Foods West*, San Joaquin County Superior Court, Case No. 39-2015-00327311-CU-OE-STK

*Martinez v. Styles For Less, Inc.*, San Bernardino County Superior Court, Case No. CIVVS1203057

*Mayne v. John Muir Behavioral Health*, Contra Costa County Superior Court, Case No. C17-00998

*Maze v. Bulldog Freightway, Inc.*, Imperial County Superior Court, Case No. ECU08716

*McCormick v. G & O Body Shop, Inc.*, El Dorado Superior Court, Case No. PC20130291

*McCrary v. Campbell Soup Supply Company*, San Joaquin County Superior Court, Case No. 39-2013-00297698-CU-OE-STK

*McDaniel v. Vancary, Inc.*, Tulare County Superior Court, Case No. 268036

*Melgar-Farela v. Guardian Compliance, Inc.*, Los Angeles County Superior Court, Case No. BC481865

*Mendiola v. Tyco Electronics Corporation*, Riverside County Superior Court, Case No. RIC1400721

*Mettler v. Les Schwab Tire Centers of California, Inc.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-476

*Miller v. California Subshine, Inc.*, Los Angeles County Superior Court, Case No. BC637754

*Miller v. Southwest Airlines Co.*, USDC – Northern District of California (San Francisco), Case No. 3:12-cv-05978-CRB

*Mitchell v. Crossmark, Inc.*, USDC – Central District of California (Los Angeles), Case No. CV 11-2818-JAK (FMOx)

*Moghrabi v. Vitaligent, Inc.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-1650

*Molina v. Berkshire Hathaway Energy Company, et al.*, Imperial County Superior Court, Case No. ECU000522

*Moore v. Horizon Solar Power, Inc.*, San Bernardino County Superior Court, Case No. CIVDS1410001

*Murray v. Select Media Services, LLC*, Los Angeles County Superior Court, Case No. BC424506

*Myles v. Central Transport LLC*, San Bernardino County Superior Court, Case No. CIVDS1401434

*Navarro v. Mariana Packing Co., Inc.*, Solano County Superior Court, Case No. FCS045935

*Nehrlich, et al. v. RPM Mortgage, Inc.*, Orange County Superior Court, Case No. 30-2013-00666783-CU-OE-CXC

*Overton v. Hat World, Inc.*, USDC – Eastern District of California (Sacramento), Case No. 2:11-CV-01645-LKK-KJN

*Perez v. Alcatel-Lucent USA Inc.*, Imperial County Superior Court, Case No. ECU07977

*Perez v. Major Gloves and Safety, Inc.*, San Bernardino County Superior Court, Case No. CIVDS1710445

*Perry v. Cardinal Health 200, LLC*, Solano County Superior Court, Case No. FCS035303

*Phraxayavong-Briones v. RSM, Inc.*, Sacramento County Superior Court, Case No. 34-2012-00117524

*Pugh v. Wi Spa, LLC*, Imperial County Superior Court, Case No. ECU07932

*Quist v. Knight Transportation, Inc.*, San Bernardino Superior Court, Case No. CIVDS 1615414

*Quitco v. Aviation Fuel Systems Repair, Inc.*, San Bernardino Superior Court, Case No. CIVRS1302311

*Rambeau v. C.C.M. Corporation, et al.*, Sacramento County Court, Case No. 34-2018-00244842

*Rankins v. Roman Empire Living Skills, Inc.*, Los Angeles County Superior Court, Case No. BC713399

*Rees v. Advantel, Incorporated*, Santa Clara County Superior Court, Case No. 16-CV-292219

*Renfrow v. Janra Enterprises, Inc.*, Sacramento County Superior Court, Case No. 3402010-00080471

*Reynolds v. Diamond Pet Food Processors of Ripon*, San Joaquin County Superior Court, Case No. 39-2014-00310818

*Richard v. A-Para Transit Corp.*, Alameda County Superior Court, Case No. HG17870373

*Richardson v. TEC Equipment, Inc., et al.*, Los Angeles County Superior Court, Case No. VC065536

*Robles v. North County Health Project Incorporated*, San Diego Superior Court, Case No. 37-2014-00001751-CU-OE-NC

*Rodas v. Monetary Management of California, Inc.*, USDC – Eastern District of California (Sacramento), Case No. 2:14 cv 01389 TLN AC

*Rodriguez v. 20/20 Plumbing & Heating, Inc.*, San Bernardino County Superior Court, Case No. CIVDS1705362

*Rodriguez v. Commerce Distribution Company*, Los Angeles County Superior Court, Case No. BC656259

*Rodriguez v. Valley Oak*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2016-7980

*Roden v. Service Champions*, San Bernardino County Superior Court, Case No. CIVDS1613183

*Russell v. Bradshaw International*, Imperial County Superior Court, Case No. ECU00853

*Rutledge, et al. v. Healthport Technologies, LLC*, Alameda County Superior Court, Case No. RG16835813

*Sabala v. Econtactlive, Inc.*, Stanislaus County Superior Court, Case No. 684981

*Sabatier v. Picture Perfect Installation, Inc.*, Riverside County Superior Court, Case No. RIC10004953

*Salameh v. Sonomaidence OPCO, LLC*, Sonoma County Superior Court, Case No. SVC264228

*Salazar v. Tag-3 Medical Investment Group, LLC*, Los Angeles County Superior Court, Case No. BC527698

*Salbeck v. Ingredion Incorporated*, San Joaquin County Superior Court, Case No. STK-UOE-2017-0012622

*Sampson v. Healthnet of California Inc.*, Sacramento County Superior Court, Case No. 34-2015-00183785-CU-OE-GDS

*Sanchez v. Don Roberto Jewelers, Inc.*, Imperial County Superior Court, Case No. ECU06819

*Sanders v. Lionakis*, Sacramento County Superior Court, Case No. 34-2017-00223601

*Santana v. United Staffing Associates, LLC*, Tulare County Superior Court, Case No. 249338

*Schrader v. Adidas Promotional Retail Operations, Inc.*, Los Angeles County Superior Court, Case No. BC414168

*Sebrell v. Pomeroy IT Solutions*, San Bernardino County Superior Court, Case No. CIVDS1721560

*Seymour v. Quest Service Group, LLC*, Sacramento County Superior Court, Case No. 34-2017-00206917

*Silva v. Trical*, San Benito County Superior Court, Case No. CU-16-00218

*Simler v. Polly's Inc.*, Riverside County Superior Court, Case No. RIC 1117862

*Sipin, Scott v. Salesforce.com, Inc.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2019-0004629

*Skuro v. BMW of North America, LLC*, USDC – Central District of California (Los Angeles), Case No.: CV 10-8672-GW (FFMx)

*Smith v. Steelcase, Inc.*, San Bernardino County Superior Court, Case No. CIVDS1725850

*Sohal v. Foster Poultry Farms*, Stanislaus County Superior Court, Case No. 2026605

*Solomon v. City of Los Angeles*, Los Angeles County Superior Court, Case No. BC570345

*Solano v. Vozzcom, Inc.*, Imperial County Superior Court, Case No. ECU09519

*Smith, et al. v. Sente Development, Inc.*, Sacramento County Superior Court, Case No. 34-2016-00196614

*Solorzano v. FDS Manufacturing Corporation*, Los Angeles County Superior Court, Case No. BC542532

*Solowitz v. BakeMark USA LLC*, Los Angeles County Superior Court, Case No. BC467838

*Spampinato v. Wind & Sea Restaurants, Inc.*, San Bernardino County Superior Court, Case No. CIVVS1205154

*Spitzer, et al. v. FRHI Hotels & Resorts (Canada) Inc.*, San Bernardino County Superior Court, Case No. C IVDS1712220

*Stephens v. C.S., Inc.*, Riverside County Superior Court, Case No. PSC1301224

*Stevenson v. Harvest Management Sub LLC*, Ventura County Superior Court, Case No. 56-2011-00397420-CU-OE-SIM

*Thompson v. Continental Labor Resources, Inc. d/b/a Continental Labor & Staffing Resources*, Kern County Superior Court, Case No. S-1500-CV-278751-DRL

*Thompson v. Sidhu Truck Line, Inc.*, Kern County Superior Court, Case No. BCV-15-101308-DRL

*Tigas v. Ajilon Communications*, Los Angeles County Superior Court, Case No. BC409737

*Torres v. Coastal Employment Inc.*, Los Angeles County Superior Court, Case No. BC529207

*Tran v. CSP Fiber Services*, San Bernardino County Superior Court, Case No. CIVDS172758

*Tripp v. California Guest Services, Inc.*, Plumas County Superior Court, Case No. CV16-00036

*Valdez v. Diamond Landscaping, Inc.*, Los Angeles County Superior Court, Case No. BC497097

*Valencia v. American Team Managers, Inc.*, Orange County Superior Court, Case No. 30-2016-00857365-CU-CR-CXC

*Van Son v. Rush Truck Centers of California, Inc.*, Los Angeles County Superior Court, Case No. BC494747

*Vasquez v. Schurman Fine Papers*, San Joaquin County Superior Court, Case No. STK-CV-LMC-2015-10035

*Velasquez v. Modesto Ventures, LLC*, Sacramento County Superior Court, Case No. 32-2012-00126159

*Victoria v. Bali Limousines Inc.*, San Mateo County Superior Court, Case No. CIV507774

*Victorian v. Vision X, Inc.*, Los Angeles County Superior Court, Case No. BC400333

*Wade v. Frito Lay*, Kern County Superior Court, Case No. BCV-17-102014

*Walls v. E. & J. Gallo*, Stanislaus County Superior Court, Case No. 2015874

*Warner v. Waterdrops Express Car Wash, LLC*, Tulare County Superior Court, Case No. 265708

*Waybright v. EAH, Inc.*, Stanislaus County Superior Court, Case No. 2011677

*Weiss v. C.A.R. Enterprises, Inc.*, Riverside County Superior Court, Case No. RIC1113165

*White v. Sally Beauty Supply, LLC*, Imperial County Superior Court, Case No. ECU08177

*Williams v. Dennis Dillon RV, LLC*, San Bernardino County Superior Court, Case No. CIVDS 16006879

*Williams v. Closet World, Inc.*, Los Angeles County Superior Court, Case No. BC400178

*Williams v. Progress Rail Services Corporation*, Kern County Superior Court, Case No. S-1500-CV-280236 DRL

*Wing v. Three Group, Inc.*, Los Angeles County Superior Court, Case No. BC643883

*Wilson v. ALSCO, Inc.*, Imperial County Superior Court, Case No. ECU07406

*Wilson v. Michael C. Stead, Inc.*, Contra Costa Superior Court, Case No. C1400135

*Winningham v. Storer Transportation Service*, San Joaquin County Superior Court, Case No. 39-2015-00324708-CU-STK

*Woody v. WBN Home Design*, San Bernardino County Superior Court, Case No. CIVDS1613367

*Woods, et al. v. F&B Innovations, LLC*, San Bernardino County Superior Court, Case No. CIVDS1717765

*Woodyard v. Bellus ALC Acquisition, LLC*, USDC – Central District of California (Los Angeles), Case No. 2:13-cv-05285 SJO AGRx

*Wright v. Social Vocational Services, Inc.*, Kern County Superior Court, Case No. BCV-15-101264

*Ybarra v. New Legend, Inc.*, Sutter County Superior Court, Case No. CVCS-16-2097

*Zaragoza v. Center Automotive, Inc.*, Los Angeles Superior Court, Case No. BC505194

# **EXHIBIT C**

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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  
28

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.  
28

## **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  
28

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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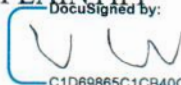
27 \\\

28 \\\

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:  
  
C1D69865C1CB40C...

Vanessa White

Dated:

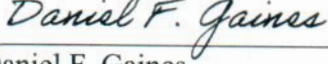
E.M. Pizza, Inc.

  
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  
admin@gaineslawfirm.com  
Toll-free: (866) 550-0855

1 **PROOF OF SERVICE AND CERTIFICATION**

2 I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to  
3 the within action. My business address is 27200 Agoura Road, Suite 101, Calabasas, CA 91301.

4 \_\_\_\_\_ (For messenger) my business address is:

5 On May 12, 2021, I served the foregoing document described as **(1) DECLARATION OF DANIEL**  
6 **GAINES IN SUPPORT OF STIPULATION AND [PROPOSED] ORDER APPROVING SETTLEMENT OF**  
7 **PRIVATE ATTORNEYS GENERAL ACT CLAIMS AND ENTERING JUDGMENT THEREON and (2)**  
8 **STIPULATION AND [PROPOSED] ORDER APPROVING SETTLEMENT OF PRIVATE ATTORNEYS**  
9 **GENERAL ACT CLAIMS, AND ENTERING JUDGMENT THEREON** on the interested parties in this action by  
10 placing a true copy thereof enclosed in sealed envelopes addressed as follows:

11 **Leonid M. Zilberman, Esq.**  
12 **Naomi Pontious, Esq.**  
13 **Wilson Turner Kosmo LLP**  
14 **402 West Broadway, Suite 1600**  
15 **San Diego, California 92101**

16 **Labor & Workforce Development Agency**  
17 **(Service via Online Submission to [www.dir.ca.gov](http://www.dir.ca.gov))**

18 On the above date:

19 ☒ (BY ☒ U.S. MAIL/ BY ☐ CERTIFIED MAIL, RETURN RECEIPT REQUESTED) The sealed envelope was  
20 mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection and processing  
21 correspondence for mailing. It is deposited with United States postal service on that same day in the ordinary course of  
22 business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage  
23 meter date is more that one day after date of deposit for mailing in affidavit.

24 \_\_\_\_\_ (BY FEDERAL EXPRESS OR OTHER OVERNIGHT SERVICE) I deposited the sealed envelope in a box or  
25 other facility regularly maintained by the express service carrier or delivered the sealed envelope to an authorized  
26 carrier or driver authorized by the express carrier to receive documents.

27 \_\_\_\_\_ (BY FACSIMILE TRANSMISSION) On May 12, 2021, at \_\_\_\_\_ a.m./p.m., at Calabasas, California, I  
28 served the above-referenced document on the above-stated addressee by facsimile transmission pursuant to Rule 2008  
of the California Rules of Court. The telephone number of the sending facsimile machine was (818)703-8984 and the  
telephone number(s) of the receiving facsimile machine was (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_. A transmission report was properly  
issued by the sending facsimile machine, and the transmission was reported as complete and without error. Copies of  
the facsimile transmission cover sheet and the transmission report are attached to this proof of service.

\_\_\_\_\_ (BY PERSONAL DELIVERY) By causing a true copy of the within document(s) to be personally hand-  
delivered to the office(s) of the addressee(s) set forth above, on the date set forth above.

23 ☒ (BY ELECTRONIC SERVICE) The above-stated document was submitted for service by electronic  
24 transmission via email on the counsel of record listed above.

25 I certify that the above document was printed on recycled paper.

26 I declare under penalty of perjury that the foregoing is true and correct.  
27 Executed on May 12, 2021 at Calabasas, California.

28 *Amelia Booth*  
\_\_\_\_\_  
AMELIA BOOTH