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9 Attorneys for Plaintiffs JAIME D. VIZCAINO and
BREANNA S. VIZCAINO, individually and on behalf of others similarly situated

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF SAN BERNARDINO**

12 JAIME D. VIZCAINO and	)	CASE NO.: CIVDS2014100
13 BRIANNA S. VIZCAINO, individually and on	)	
14 behalf of others similarly situated,	)	CLASS ACTION
15 Plaintiffs,	)	
16 vs.	)	Assigned For All Purposes To:
17 KINGS FOOD, INC.,	)	Judge: Hon. David Cohn
18 GEORGE SADEK, and	)	Dept.: S26
19 DOES 1-50,	)	
20 Defendants.	)	STIPULATION OF CLASS ACTION
	)	SETTLEMENT
	)	
	)	Complaint Filed: June 8, 2020

1 This Stipulation of Class Action Settlement (“Stipulation” or “Agreement”) is made by and
2 between Plaintiffs Jaime D. Vizcaino and Brianna S. Vizcaino (“Plaintiffs”), individually and on
3 behalf of others similarly situated, and Defendants Kings Food, Inc. and George Sadek
4 (“Defendants”) (collectively the “Parties”) with regard to the civil actions styled *Jaime D.*
5 *Vizcaino and Brianna S. Vizcaino v. Kings Food, Inc. and George Sadek*, San Bernardino County
6 Superior Court Case No. CIVDS2014100 (the “Action”).

7 **I. THE SETTLEMENT**

8 Subject to Court approval pursuant to Rule 3.769 of the California Rules of Court and
9 Labor Code § 2699(1)(2), Plaintiffs and Defendants have agreed to a settlement intended to fully
10 resolve all disputes in the Action based upon the terms and conditions set forth in this Agreement
11 including, but not limited to, Defendants, jointly and severally, paying a sum of \$205,000 (Two
12 Hundred Five Thousand Dollars) to establish a non-reversionary “Settlement Fund” to pay for
13 claims of the Class Members who do not opt out of the settlement, civil penalties under the Labor
14 Code Private Attorneys General Act (“PAGA”), Enhancement Awards to Plaintiffs, the Settlement
15 Administrator’s fee and expenses, and reasonable attorneys’ fees to Class Counsel and
16 reimbursement of costs and expenses they have incurred and reasonably expect to incur in this
17 litigation, in exchange for Plaintiffs and Class Members releasing their claims against Defendants
18 as provided herein.

19 A summary of the terms of the settlement (“Settlement”) is as follows:

20 • For purposes of this Settlement, Defendants stipulate to certification of a Class
21 defined as follows: “Any and all persons who have been employed by Defendant Kings Food,
22 Inc., d/b/a Farmer Boys as non-exempt employees at the two Farmer Boys restaurants it owns and
23 operates, located at 16015 Sierra Lakes Parkway, Fontana, California 92336 and 2453 Claribel
24 Road, Riverbank, California 95367, at any time from June 8, 2016 to April 23, 2021 (“Class
25 Period).” There are 288 Class Members, and they worked a total of 15,100 Workweeks in the
26 Class Period. No portion of the Settlement Fund amount shall revert back to Defendants.

27 • Class Members need not submit a claim to be paid under the Settlement. Upon the
28 Court granting final approval of the Settlement, the Settlement Administrator will mail settlement

1 checks to Class Members who do not opt out of the Settlement.

2 • Out of the Settlement Fund, a sum of \$10,000 (Ten Thousand Dollars) shall be
3 allocated as payment for civil penalties under PAGA, 75% of which (\$7,500) shall be paid to the
4 Labor and Workforce Development Agency (“LWDA”), and the remaining 25% (\$2,500) shall be
5 paid to Settlement Aggrieved Employees, proportionally based on the number of Pay Periods they
6 worked during the PAGA Period (from April 2, 2019 to April 23, 2021), regardless of whether or
7 not they otherwise opt out of the Class.

8 • Out of the Settlement Fund, a sum of \$7,500 (Seven Thousand Five Hundred
9 Dollars) will be paid to each of the Plaintiffs (for a total of \$15,000 (Fifteen Thousand Dollars)),
10 as Enhancement Awards for their services to the Class and taking the risks of bringing the Action
11 as a class action, which has resulted in substantial benefits to the Class and corrective actions that
12 bring the employment practices to compliance.

13 • Out of the Settlement Fund, a sum of \$9,500 (Nine Thousand Five Hundred
14 Dollars) will be paid to the Settlement Administrator for its fee and costs for administering this
15 Settlement. The Parties have agreed to hire CPT Group, an experienced class action administrator,
16 to serve as the Settlement Administrator.

17 • Out of the Settlement Fund, a sum of \$68,333.33 (Sixty-Eight Thousand Three
18 Hundred Thirty-Three Dollars and Thirty-Three Cents), which is one-third (33.33%) of the
19 Settlement Fund, will be paid to Class Counsel in reasonable attorneys’ fees for services they have
20 performed in this Action and anticipated to be performed in connection with seeking approval,
21 monitoring the implementation of this Settlement, and doing other work relating to these
22 proceedings in this Action.

23 • Out of the Settlement Fund, a sum not to exceed \$22,000 (Twenty-Two Thousand
24 Dollars) will be paid to Class Counsel for reimbursement of costs and other expenses incurred and
25 reasonably anticipated to be incurred in this Action.

26 • After deducting the Settlement Administrator’s fee and costs, payments for
27 settlement of PAGA claims, Enhancement Awards to Plaintiffs, and Class Counsel’s reasonable
28 attorneys’ fees and reimbursement of costs from the Settlement Fund, the Net Settlement Amount,

estimated at approximately \$80,166.67 (Eighty Thousand One Hundred Sixty-Six Dollars and Sixty-Seven Cents), will be allocated Class Members proportionally based on their respective Workweeks during the Class Period. Amounts allocated to Class Members who opt out of the Class shall be re-allocated to Class Members who do not opt out of the Class proportionally based on their respective shares of the Net Settlement Fund.

- Payments to the Class Members shall be attributed as 1/3 wages, 1/3 interest, and 1/3 penalties. Payments to Settlement Aggrieved Employees shall be attributed as penalties.
- Any settlement checks that are not cashed after 180 (One Hundred Eighty) calendar days of issuance will be cancelled, and the money shall be transmitted to the California State Controller's Office, to be placed in its Unclaimed Property funds.

II. DEFINITIONS

Unless otherwise defined herein, all of the capitalized terms used in this Agreement shall have the meanings set forth below:

1. "Class" or "Class Members" means any and all persons who have been employed by Defendant Kings Food, Inc., d/b/a Farmer Boys as non-exempt employees at the two Farmer Boys restaurants it owns and operates, located at 16015 Sierra Lakes Parkway, Fontana, California 92336 and 2453 Claribel Road, Riverbank, California 95367, at any time during the Class Period.

There are 288 Class Members.

2. "Class Counsel" or "Plaintiffs' Counsel" means:

Justian Jusuf
LAW OFFICE OF JUSTIAN JUSUF, APC
17011 Beach Blvd., Suite 900
Huntington Beach, CA 92647
Phone: (714) 274-9815

and

Sahag Majarian II
LAW OFFICES OF SAHAG MAJARIAN II
18250 Ventura Blvd.
Tarzana, CA 91356
Phone: (818) 609-0807
Fax: (818) 609-0892

3. "Class Period" means the time period from June 8, 2016 to April 23, 2021.

4. "Counsel for Defendants" means:

Joseph W. Singleton
LAW OFFICES OF JOSEPH W. SINGLETON
23035 Ventura Blvd.
Woodland Hills, CA 91364
Phone: (818) 999-1950

5. “Effective Date” means the later of the time when: (i) the final approval Order is entered, if there is no objection to the Settlement; (ii) the final approval Order is entered, if there is one or more objections to the Settlement but all objections have been withdrawn before the final approval Order is entered; or (iii) the final approval Order becomes final and no longer subject to appeal, if there is one or more objections that have not been withdrawn when the final approval Order is entered.

6. “Enhancement Awards” means the payments to Plaintiffs for their services to the Class for bringing these Civil Actions as a class action, performing work and assisting Class Counsel in connection with the prosecution of the Action for the benefit of the Class Members. The Enhancement Award payments are in addition to whatever payments Plaintiffs are otherwise entitled to as Class Members and/or as Settlement Aggrieved Employees. Subject to Court approval, Defendants have agreed to pay an Enhancement Award in the amount of \$7,000 (Seven Thousand Dollars) to each of the two Plaintiffs, for a total of \$15,000 (Fifteen Thousand Dollars), to be paid out of the Settlement Fund.

7. “Final Approval Date” means the date that the Court grants final approval of this Settlement.

8. “Net Settlement Amount” means the total amount of money available under the terms of this Agreement for payment to the Class Members who do not opt out of the Settlement. The estimated amount of the Net Settlement Amount is \$80,166.67 (Eighty Thousand One Hundred Sixty-Six Dollars and Sixty-Seven Cents), which is determined as follows: \$205,000 Settlement Fund minus \$10,000 attributed to settlement of PAGA claims, minus \$15,000 Enhancement Awards to Plaintiffs, minus \$9,500 Settlement Administrator’s fee and costs, minus \$68,333.33 reasonable attorneys’ fees to Class Counsel, and minus \$22,000 reimbursement of costs and expenses incurred by Class Counsel.

9. “Notice of Class Settlement” refers to the Notice attached hereto as Exhibit A, which will be translated into Spanish upon Court approval, and sent in English and Spanish to

1 Class Members to notify them of the terms of the Settlement and their rights thereunder.

2 10. "Opt Out Period" refers to that 45 (forty-five) calendar day period of time
3 following the date the Settlement Administrator mails the Notice of Class Settlement to Class
4 Members, within which any Class Members who wish to be excluded from the Settlement may
5 submit a request to be excluded ("opt out") from the Settlement by following the procedure set
6 forth in this Agreement and the Notice of Class Settlement.

7 11. "PAGA Period" refers to the time period from April 2, 2019 to April 23, 2021.

8 12. "Pay Period(s)" means the two-week payroll period(s) Defendant Kings Food, Inc.
9 paid its employees.

10 13. "Preliminary Approval Date" means the date that the Court grants preliminary
11 approval of this Settlement.

12 14. "Released Claims" means any and all claims asserted in the operative complaint
13 based on the facts alleged therein arising during the Class Period, or the PAGA Period as to the
14 alleged PAGA claims, including claims for alleged failure to provide meal periods and failure to
15 pay premium wages in lieu thereof, failure to provide rest periods and failure to pay premium
16 wages in lieu thereof, and failure to provide accurate wage statements, in alleged violations of
17 California Labor Code § 204, 226(a), 226.7, Business & Professions Code § 17200, and the
18 applicable provisions of the Industrial Welfare Commission's Wage Order 5. The Released
19 Claims also include the derivative claims for civil penalties under Labor Code Private Attorneys
20 General Act ("PAGA"), Labor Code § 2698, *et seq.*, based on the foregoing alleged Labor Code
21 violations.

22 15. "Released Parties" means George Sadek and Kings Food, Inc., and each of its
23 shareholders, directors, officers, managers, employees, agents, and counsel.

24 16. "Settlement Aggrieved Employees" means any and all persons who have been
25 employed by Defendant Kings Food, Inc., d/b/a Farmer Boys as non-exempt employees at the two
26 Farmer Boys restaurants it owns and operates, located at 16015 Sierra Lakes Parkway, Fontana,
27 California 92336 and 2453 Claribel Road, Riverbank, California 95367, at any time during the
28 PAGA Period. There are 188 Settlement Aggrieved Employees.

17. “Settlement Agreement” or “Settlement” or “Agreement” means the terms and conditions set forth in this Stipulation of Class Action Settlement, which is subject to approval of the Court, pursuant to Rule 3.769 of the California Rules of Court and Labor Code § 2699(1).

18. “Settlement Fund” means the sum of \$205,000 (Two Hundred Five Thousand Dollars) that Defendants agree to jointly and severally pay under the terms of this Agreement. No portion of the Settlement Fund amount shall revert back to Defendants.

19. “Workweek(s)” means the seven calendar days of the payroll cycle of Defendant Kings Food, Inc. for paying its employees.

III. PROCEDURAL BACKGROUND

1. On June 8, 2020, Plaintiffs filed a class action complaint against Defendants, alleging claims for (1) failure to provide meal periods, (2) failure to provide rest periods, (3) failure to provide accurate wage statements, and (4) violation of Business and Professions Code § 17200, based on the meal break claim and the rest break claim. The complaint also alleges claims for civil penalties under PAGA, based on the foregoing alleged Labor Code violations.

2. Prior to filing the complaint, on April 2, 2020, Plaintiffs gave a pre-filing notice to the LWDA regarding the PAGA claims. A copy of the pre-filing notice is attached as Exhibit A to the complaint, filed on June 8, 2020.

3. On February 9, 2021, Defendants filed their answer to the complaint.

4. Shortly after the commencement of the Action, the Parties engaged in discovery, including requests for admission, form and special interrogatories, and requests for production of documents. The Parties stipulated to a procedure for Plaintiffs to receive the names and contact information of the putative class members after an “opt out” notice, as approved in *Belaire-West Landscape v. Superior Court* (2007) 149 Cal.App.4th 554.

5. Counsel for the respective parties engaged in multiple discussions regarding the factual and legal issues involved in the Action, and regarding their respective views on the strengths and weaknesses of the claims and defenses. Eventually the Parties agreed to participate in a private mediation.

1 6. On February 1, 2022, the Parties participated in a mediation, via Zoom, with the
2 Hon. Carl West (Ret), an experienced and well-regarded jurist and mediator in this area of law. At
3 the mediation, the Parties and their counsel engaged in extensive discussions on the factual and
4 legal issues involved, the strengths and weakness of the respective Parties' positions, and the
5 range of settlement amounts. The Parties were unable to reach a settlement at the mediation, but
6 the framework discussed at the mediation was helpful in subsequent discussions that resulted in a
7 settlement as set forth herein.

8 7. Defendants took the depositions of Plaintiffs on March 29 and 30, 2022. Plaintiffs
9 took the deposition of Defendant George Sadek on April 7, 2022. On June 6, 2022, Plaintiffs took
10 the deposition of Siraj Soliman of SMA Financials, the third-party payroll processor of Defendant
11 Kings Food, Inc.

12 8. In the ensuing months, the Parties resumed settlement discussions. Throughout the
13 settlement discussions, Defendants maintained that the Covid pandemic almost drove them out of
14 business, and the rising gas in recent months have adversely affected their sales in a substantial
15 way. Eventually, on or around October 17, 2022, the Parties were able to reach the terms of a
16 settlement to fully resolve the disputes in this Action. Subsequently, the Parties and their counsel
17 worked diligently until all of the terms set forth herein were reached.

18 9. Plaintiffs and Class Counsel recognize the expense and length of continued
19 proceedings necessary to litigate their disputes through trial and through any possible appeals.
20 Plaintiffs and Class Counsel have also taken into account the uncertainty and inherent risks of the
21 outcome of further litigation, the complexities and uncertain merits of their claims and defenses,
22 the collection risks, and the delays inherent in further litigation. Plaintiffs and Class Counsel have
23 also taken into account the extensive settlement negotiations conducted at the mediation.
24 Plaintiffs and Class Counsel have also taken into account Defendants' agreement to enter into the
25 Settlement that confers substantial relief upon the Class Members. Therefore, Plaintiffs and Class
26 Counsel have concluded that the Settlement set forth in this Agreement is a fair, adequate and a
27 reasonable Settlement, and is in the best interests of the Class.

28

10. Defendants have concluded that any further defense of this litigation would be protracted and expensive for all Parties, and that its financial conditions cannot withstand substantial judgement. Defendants have also taken into account the significant risks of further litigation in reaching its decision. Defendants have, therefore, agreed to settle in the manner and upon the terms set forth in this Agreement.

IV. THIS SETTLEMENT IS SUBJECT TO COURT APPROVAL

This Agreement is conditioned on and contemplates: (i) entry of an Order granting preliminary approval of the Settlement, and (ii) entry of an Order granting final approval of the Settlement and entry of Judgment approving the Settlement with retention of jurisdiction for enforcing the terms of the Settlement.

V. SETTLEMENT APPROVAL AND IMPLEMENTATION PROCEDURE

A. Preliminary Approval Of Settlement

As soon as practicable, Plaintiffs shall submit this Agreement to the Court for review and its preliminary approval. Such submission shall include such motions, pleadings and evidence as may be required for the Court to determine that the terms of settlement set forth in this Agreement are fair, adequate and reasonable, as required by Rule 3.769 of the California Rules of Court.

B. Settlement Administrator

The Parties have agreed to hire CPT Group, a third-party settlement administrator, to administer this Settlement. The Settlement Administrator's fee and expenses are estimated to be approximately \$9,500 (Nine Thousand Five Hundred Dollars), to be paid out the Settlement Fund.

C. Notice To Class Members

1. As soon as practicable, but no later than 14 (fourteen) calendar days after the Court grants preliminary approval of the Settlement, Defendants shall provide the Class Data to the Settlement Administrator. The Class Data shall include the following information for each Class Member: the name, last-known home address, last-known home or cell phone number, Social Security number, the number of Workweeks of the Class Member during the Class Period, and the number of Pay Periods of the Settlement Aggrieved Employees during the PAGA Period. In addition, Defendants shall provide the Settlement Administrator with tax withholding

1 information and any other or further information the Settlement Administrator may reasonably
2 need to implement the Settlement.

3 2. As soon as practicable, but no later than 14 (fourteen) calendar days after
4 receiving the database from Defendants, the Settlement Administrator shall print a Notice of Class
5 Settlement, in English and Spanish, and shall mail it to each of the Class Members by U.S. First
6 Class Mail. Prior to the mailing, the Settlement Administrator shall run the Class Members'
7 addresses through a National Change Of Addresses ("NCOA") service, to obtain the most updated
8 address information, and mail the Notice of Class Settlement to the most current addresses
9 available. The Settlement Administrator shall also perform a reasonable search for new addresses
10 for any Class Members whose mailings were returned by the Post Office as undeliverable, and
11 promptly re-mail the Notice of Class Settlement to any such Class Members.

12 3. The Notice of Class Settlement shall inform the Class Members of their
13 right to opt out of the Settlement or to object to the Settlement.

14 4. The Notice of Class Settlement provided to each Class Member shall set
15 forth the individualized estimated amount the Class Member will receive under the Settlement if
16 the Class Member does not opt out of the Settlement, as well as the estimated amount of PAGA
17 settlement allocated to him/her as a Settlement Aggrieved Employee, which will be mailed to
18 him/her whether or not he/she opts out of the Settlement.

19 **D. Exclusion (Opt-Outs)**

20 1. Any Class Member who wishes to be excluded from this Settlement must
21 mail to the Settlement Administrator a written statement expressing his/her desire to be excluded
22 (or opt out) from the Settlement, which must be postmarked no later than 45 (forty-five) calendar
23 days after the original date of the mailing of the Notice of Class Action Settlement. Any such
24 written request for exclusion must be submitted during the Opt Out Period and include the name
25 (and former names, if any), signature, current address, telephone number, and shall recite the
26 following language (verbatim) or other words to the same effect:

27 I wish to opt out of the settlement of this case, *Vizcaino v. Kings Food, Inc.*, San
28 Bernardino County Superior Court, Case No. CIVDS2014100.

2. Any Class Member who submits a valid and timely request for exclusion from this Settlement shall be barred from participating in this Settlement, shall be barred from objecting to this Settlement, shall receive no benefit from this Settlement (except for the portions of PAGA settlement allocated to him/her), and shall not be bound by the terms of this Agreement.

3. The Settlement Administrator shall give notice to Class Counsel and Counsel for Defendants of the name and number of Class Members who submit a timely request for exclusion no later than 14 (fourteen) calendar days after the close of the Opt-Out Period.

E. Cooperation

The Parties will cooperate reasonably and in good faith for the purpose of achieving occurrence of the conditions and accomplishing the terms set forth in this Agreement, including without limitation, timely filing all motions, papers and evidence necessary to do so.

F. Declaration of Compliance

As soon as practicable, but no later than 14 (fourteen) calendar days following the close of the Opt Out Period, the Settlement Administrator shall provide Class Counsel and Counsel for Defendants with a declaration attesting to completion of the notice process set forth in this Agreement, including an explanation of efforts to resend undeliverable notices returned with forwarding addresses, the number of opt outs, and other information relevant to settlement administration, which declarations shall be filed with the Court by Class Counsel along with their papers requesting final approval of the Settlement.

G. Sufficient Notice

Compliance with the procedures described in this Agreement shall constitute due and sufficient notice to Class Members of this Settlement and the Final Fairness and Approval Hearing, shall satisfy the requirements of due process, and nothing else shall be required of the named Plaintiffs, Class Counsel, Defendants, or Counsel for Defendants to provide notice of the Settlement and the Final Fairness and Approval Hearing.

H. Objections to Settlement

1. Deadline for Objections

Any Class Member wishing to object to the approval of this settlement shall mail a written

1 objection to the Settlement Administrator within 45 calendar days from the date of mailing of the
2 Notice of Class Settlement. The Settlement Administrator shall promptly forward a copy of any
3 and all objections to Class Counsel and Counsel for Defendants. Any Class Member who submits
4 an objection shall retain the right to receive his/her share under the Settlement.

5 2. Responses to Objections

6 Class Counsel and/or Counsel for Defendants shall file any responses to any written
7 objections submitted to the Court in accordance with this Agreement at least five (5) court days
8 before the Final Fairness and Approval Hearing.

9 **I. Final Fairness and Approval Hearing**

10 On the date set forth for the Final Fairness and Approval Hearing in the Order granting
11 preliminary approval of the Settlement, which shall be approximately 120 (one hundred twenty)
12 calendar days after the Court grants preliminary approval of this Agreement, a Final Fairness and
13 Approval Hearing shall be held before the Court in order to consider and determine whether:
14 (i) the Court should give this Agreement final approval; (ii) Class Counsel's application for
15 attorneys' fees and reimbursement of expenses they have incurred should be granted; (iii)
16 application for Enhancement Awards for Plaintiffs; and (iv) any timely objections made and all
17 responses by Class Counsel and Counsel for Defendant to such objections have any merit.

18 This Agreement is contingent upon approval by the Court. If the Court does not grant
19 preliminary or final approval, the Parties shall be restored to their positions prior to the execution
20 of this Agreement without waiver of any rights, remedies or defenses, and Plaintiffs and
21 Defendants shall share equally, on a 50/50 basis, any costs and expenses that are reasonably and
22 actually incurred by the Settlement Administrator up to the date the preliminary or final approval
23 is not granted by the Court.

24 **J. Allocation of Net Settlement Amount**

25 1. Subject to Court approval, a sum of \$10,000 (Ten Thousand Dollars) of the
26 Settlement Fund shall be allocated as payment for civil penalties under PAGA, 75% of which (i.e.
27 \$7,500) shall be paid to the LWDA, and the balance of 25% (i.e., \$2,500) shall be allocated to
28 Settlement Aggrieved Employees proportionally based on their respective Pay Periods during the

1 PAGA Period.

2 2. The Net Settlement Fund shall be allocated to the Class Members
3 proportionally based on their respective Workweeks during the Class Period.

4 3. For purposes of this Settlement, payment to the Class Members under this
5 Settlement shall be attributed as follows: 1/3 wages, 1/3 interest, and 1/3 penalties.

6 **K. Enhancement Awards to Named Plaintiffs**

7 Subject to Court approval, Defendants have agreed to pay as a part of the Settlement Fund,
8 and will not oppose application for, an Enhancement Award in the amount of \$7,500 (Seven
9 Thousand Five Hundred Dollars) to each of the Plaintiffs, for a total of \$15,000 (Fifteen Thousand
10 Dollars), for services they rendered that have resulted in substantial benefits to the Class. The
11 Enhancement Award payments are in addition to whatever payment Plaintiffs are otherwise
12 entitled to as Class Members and as Settlement Aggrieved Employees. Each Plaintiff will be
13 issued an IRS Form 1099 in connection with this Enhancement Award.

14 **L. Payment Of Class Counsel Attorneys' Fees And Costs.**

15 1. Subject to Court approval, Defendants have agreed to pay as a part of the
16 Settlement Fund, and will not oppose Class Counsel's application for, an award of attorneys' fees
17 in the amount of \$68,333.33 (Sixty-Eight Thousand Three Hundred Thirty-Three Dollars and
18 Thirty-Three Cents), which represents one-third of the Settlement Fund, and reimbursement of
19 costs and expenses incurred in an amount not to exceed \$22,000 (Twenty-Two Thousand Dollars),
20 to be paid out of the Settlement Fund.

21 2. If the Court does not award the foregoing requested amounts, Plaintiffs and
22 Class Counsel reserve the right to appeal the decision. Any Order or proceedings relating to the
23 attorneys' fee application by Class Counsel, or any appeal from any Order relating thereto or
24 modification or reversal thereof, shall not operate to terminate or cancel this Agreement. If the
25 Court-approved fees and costs amount are less than the foregoing amounts and Plaintiffs and/or
26 Class Counsel appeal from that order, the amount reduced by the Court shall be kept in a trust
27 account pending appellate review of such an order. If there are any additional administration costs
28 associated with this trust or distribution to the Class Members following an unsuccessful appeal,

1 Class Counsel shall pay such costs.

2 3. Except as provided herein, each of the Parties and Class Members shall bear
3 his, her or its own attorneys' fees and costs in connection with this Action.

4 **M. Time for Funding**

5 Defendants shall transmit to the Settlement Administrator a sum of \$205,000 (Two
6 Hundred Five Thousand Dollars) within 7 (Seven) calendar days of the Court granting final
7 approval of the Settlement.

8 If Effective Date does not occur on the Final Approval Date, the amounts paid by
9 Defendants shall be kept by the Settlement Administrator in trust for the benefit of this Settlement.

10 **N. Uncashed Checks**

11 Subject to Court approval or otherwise ordered by the Court, any settlement checks that are
12 not cashed after 180 (One Hundred Eighty) calendar days of issuance will be cancelled, and the
13 money shall be transmitted to the California State Controller's Office, to be placed in its
14 Unclaimed Property funds.

15 **VI. LIMITATIONS ON USE OF THIS SETTLEMENT**

16 **A. No Admission of Liability.**

17 Neither the acceptance nor the performance by Defendants of the terms of this Agreement
18 nor any of the related negotiations or proceedings leading to settlement of the Action, including
19 approval of this Agreement by the Court, is or shall be claimed to be, construed as, or deemed a
20 precedent or an admission by Defendants of the truth of any allegations and claims made in the
21 Action by Plaintiffs.

22 **B. Circular 230 Disclaimer**

23 Each Party to this Stipulation (for purposes of this section, the "Acknowledging Party";
24 and each party to this Stipulation other than the Acknowledging Party, an "Other Party")
25 acknowledges and agrees that (1) no provision of this Stipulation, and no written communication
26 or disclosure between or among the Parties or their attorneys and other advisers, is or was intended
27 to be, nor shall any such communication or disclosure constitute or be construed or be relied upon
28 as, tax advice within the meaning of United States Treasury Department Circular 230 (31 CFR

1 Part 10, as amended); (2) the Acknowledging Party (a) has relied exclusively upon his or its own,
2 independent legal and tax advisers for advice (including tax advice) in connection with this
3 Stipulation, (b) has not entered into this Stipulation based upon the recommendation of any Other
4 Party or any attorney or advisor to any Other Party, and (c) is not entitled to rely upon any
5 communication or disclosure by any attorney or advisor to any Other Party to avoid any tax
6 penalty that may be imposed on the Acknowledging Party; and (3) no attorney or advisor to any
7 Other Party has imposed any limitation that protects the confidentiality of any such attorney's or
8 adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure
9 by the Acknowledging Party of the tax treatment or tax structure of any transaction, including any
10 transaction contemplated by this Stipulation.

11 **C. Non-Evidentiary Use If No Approval; Continuing Jurisdiction of Court and**
12 **Evidentiary Use.**

13 If the Court for any reason does not approve this Settlement, neither this Agreement nor
14 any of its terms, nor any statements or conduct in the negotiation or drafting of it, shall be offered
15 or used as evidence by Plaintiffs, any Class Member (including any individual who requested to
16 be excluded from the Class), Defendants, or their respective counsel, in the Action or any other
17 lawsuit or arbitration.

18 Provided the Court approves this Settlement, the Parties stipulate the Court shall continue
19 to have jurisdiction over this matter to enforce this settlement pursuant to Code of Civil Procedure
20 section 664.6, and this Agreement may be used in any action or proceeding to interpret or to
21 enforce the Settlement, this Agreement or in any action or proceeding related to the Released
22 Claims. In the event of any legal action or proceeding related to, arising out of, or to enforce this
23 Agreement, the prevailing party shall be entitled to recover its, her or his actual attorneys' fees and
24 costs incurred in connection therewith.

25 **D. Nullification.**

26 1. If the Court for any reason does not approve this Settlement, this Agreement
27 shall be considered null and void, and all Parties shall stand in the same position, without
28 prejudice or waiver of any rights, remedies or defenses, as if this Agreement had been neither

1 entered into nor filed with the Court.

2 **VII. RELEASE**

3 As of the Effective Date, and except as to such rights or claims as may be created by this
4 Settlement Agreement, Plaintiffs and any and all Class Members who do not opt out of the
5 Settlement are deemed to have fully released and discharged the Released Parties from all
6 Released Claims.

7 **VIII. MISCELLANEOUS PROVISIONS**

8 **A. Warranty.**

9 Plaintiffs, Class Counsel, and Defendants represent and warrant that each of them has
10 authority to enter into this Agreement, and that by doing so they are not in breach or violation of
11 any agreement with any third parties. The Parties and their counsel further agree that the Action
12 shall be stayed in all respects except with respect to implementing and processing the Settlement,
13 and for the purposes of filing Motions for Preliminary Approval and Final Approval.

14 **B. Amendments.**

15 The terms and provisions of this Agreement may be amended only by a written agreement
16 which is both: (1) signed by Plaintiffs, Class Counsel, Defendants, and Counsel for Defendants;
17 and (2) approved by the Court.

18 **C. No Inducements.**

19 Plaintiffs and Defendants acknowledge that they are entering into this Agreement as a free
20 and voluntary act, without duress or undue pressure or influence of any kind or nature whatsoever,
21 and that neither Plaintiffs nor Defendants, and each of them, have relied on any promises,
22 representations or warranties regarding the subject matter hereof other than as set forth in this
23 Agreement.

24 **D. No Prior Assignment.**

25 The Parties represent, covenant, and warrant that they have not directly or indirectly,
26 assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or
27 entity any portion of any liability, claim, demand, action, cause of action or rights herein released
28 and discharged except as set forth herein.

1 **E. Counterparts.**

2 This Agreement, and any amendments hereto, may be executed in any number of
3 counterparts, each of which when executed and delivered shall be deemed to be an original and all
4 of which taken together shall constitute but one and the same instrument.

5 **F. Successors.**

6 This Settlement Agreement shall be binding upon and inure to the benefit of the settling
7 Parties hereto and their respective heirs, executors, administrators, successors and assigns, and
8 upon any corporation, partnership or other entity into or with which any settling Party hereto may
9 merge, combine or consolidate. As used in the preceding sentence and elsewhere throughout this
10 Settlement Agreement, "including" shall mean including without limitation.

11 **G. Governing Law.**

12 This Settlement Agreement shall be governed by and construed, enforced, and administered
13 in accordance with the laws of the State of California, without regard for the law of the State
14 regarding conflicts of laws or choice of law. Any orders or judgments entered by the Court in
15 conjunction with the proceedings relating to or arising out of this Settlement Agreement shall be
16 construed and enforced under, and all issues relating to the preclusive effect of such orders or
17 judgments shall be determined by, the laws of the State of California relating to the construction,
18 enforcement, and preclusive effect of orders and judgments entered by state courts.

19 **H. Regulation.**

20 In the event that any provision in this Settlement Agreement shall be affected by any rule,
21 regulation, ordinance, order, directive, or statute by any unit of government, whether state, federal,
22 or local, such rule, regulation, ordinance, order, directive, or statute shall supersede and take
23 precedence over any such provision of this Settlement Agreement to the contrary, and any such
24 offending provisions shall be deemed severable, and in no event shall Defendant be in violation of
25 this Settlement Agreement nor shall this Settlement Agreement be in any way affected should
26 Defendant take any action or change any of their business practices to comply with such state,
27 federal, or local rules, regulations, ordinances, or statutes currently in force or enacted in the
28 future.

I. Headings.

The headings contained in this Settlement Agreement are for convenience and reference purposes only, and shall not be given weight in its construction.

J. Integration.

This Agreement contains the entire agreement between the Parties concerning the subject matter thereof, and supersedes all prior agreements, understandings, commitments, and practices between the Parties thereto. No oral modifications, express or implied, may alter or vary the terms of this Agreement.

IT IS SO AGREED.

Dated: December ^{JV} __, 2022

PLAINTIFF:
DocuSigned by:

53FC0408F54045A...
Jaime D. Vizcaino

Dated: December ^{BV} __, 2022

PLAINTIFF:
DocuSigned by:

CBA4775928CB435...
Brianna S. Vizcaino

12/21/2022

Dated: December __, 2022

DEFENDANT:

KIN
DocuSigned by:

By: George Sadek
FE7C403FF11545F...

Its: President and Authorized Representative

12/21/2022

Dated: December __, 2022

DEFENDANT:
DocuSigned by:

George Sadek
FE7C403FF11545F...
George Sadek

APPROVED AS TO FORM:

Dated: December ¹⁵ __, 2022

LAW OFFICE OF JUSTIAN JUSUF, APC
DocuSigned by:

By: Justian Jusuf
B5B5A12B4783441...

Attorney for Plaintiffs Jaime D. Vizcaino and Brianna S. Vizcaino, individually and on behalf of others similarly situated

///

///

1 Dated: December ¹⁶____, 2022

LAW OFFICES OF SAHAG MAJARIAN II

DocuSigned by:

2 By: _____

Sahag Majarian

E600D300963545A...

3 Attorney for Plaintiffs Jaime D. Vizcaino and Brianna
4 S. Vizcaino, individually and on behalf of others
similarly situated

5 12/27/2022

6 Dated: December ____ , 2022

LAW OFFICES OF JOSEPH W. SINGLETON

DocuSigned by:

7 By: _____

Joseph W. Singleton

A057C94F4B0B443...

Joseph W. Singleton

8 Attorneys for Defendants Kings Food, Inc. and George
9 Sadek

Exhibit A

NOTICE OF CLASS SETTLEMENT AND FAIRNESS HEARINGVizcaino v. Kings Food, Inc.

San Bernardino County Superior Court, Case No. CIVDS2014100

<<FIRST AND LAST NAME>>

<<ADDRESS>>

<<CITY AND ZIP CODE>>

TO: ALL PERSONS WHO HAVE BEEN EMPLOYED KINGS FOOD, INC. AS A NON-EXEMPT EMPLOYEES AT FARMER BOYS RESTAURANTS LOCATED 16015 SIERRA LAKES PARKWAY, FONTANA, CA 92336 OR AT 2453 CLARIBEL ROAD, RIVERBANK, CA 95367, AT ANY TIME FROM JUNE 8, 2016 TO APRIL 23, 2021 ("CLASS PERIOD") (THE "CLASS" OR "CLASS MEMBERS").

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

Please read this Notice carefully. Your rights may be affected.

- Two former employees ("Plaintiffs") have sued Kings Food, Inc., alleging that Kings Food failed to provide its hourly, non-exempt employees at its Farmer Boys restaurants, located at 16015 Sierra Lakes Parkway, Fontana, California 92336 and 2453 Claribel Road, Riverbank, California 95367, at any time from June 8, 2016 to April 23, 2021 meal periods and rest periods as required by law, and failed to provide accurate wage statements.
- Kings Food has denied any wrongdoing or liability, but Plaintiffs and Kings Food have agreed to a class action settlement, and the Court has granted preliminary approval of the settlement.
- The Court has certified a Class solely for purposes of the Settlement, but has not ruled on the merits of Plaintiffs' claims or Kings Food's defenses.
- You received this Notice because you are a member of the Class according to Kings Food's records.
- Under the Settlement, you will receive approximately \$_____ in settlement of civil penalties under PAGA. This amount will be mailed to you whether or not you opt out of the Class Settlement.
- If you do not opt out of the Class Settlement, a sum of approximately \$_____ will be mailed to you upon the Court granting final approval of the settlement.
- The amounts listed above are based on Kings Food's records of the number of Workweeks you worked as a non-exempt employee for Kings Food during the Class Period (from June 8, 2016 to April 23, 2021) and Pay Periods you worked during the PAGA Period (from April 2, 2019 to April 23, 2021). Kings Food's records show that you worked: ____ Workweeks during the Class Period, and worked _____ Pay Periods during the PAGA Period.

YOUR RIGHTS UNDER THE SETTLEMENT

Do Nothing	Stay as Class Member. Receive money under the Settlement. Give up right to sue separately. By doing nothing, a settlement check will be mailed to you upon the Court granting final approval of the Settlement, but you give up any rights to sue Kings Food separately for the claims being released under the Settlement.
Opt Out	Get out of this Settlement. Receive no money under the Settlement. Keep rights to sue separately. By excluding yourself (opting out) from the Class, you give up the right to receive money under the Settlement, but keep any rights to sue Kings Food separately for the claims being released under the Settlement.
Object	If you feel any of the terms of the Settlement are unfair, you may object to the Settlement following the procedure described in this Notice. You have a right to appear through your

own attorney.

- Any questions after you read this Notice? Contact the Settlement Administrator at (XXX) XXX-XXXX or attorneys for the Class at (818) 609-0807 or (714) 274-9815.

The Superior Court of California for the County of San Bernardino has granted preliminary approval to a class action settlement (the “Settlement”) in the above-captioned action (“Action”).

The Court has conditionally certified the following Class for settlement purposes only: “Any and all persons who have been employed by Defendant Kings Food, Inc., d/b/a Farmer Boys as non-exempt employees at the two Farmer Boys restaurants it owns and operates, located at 16015 Sierra Lakes Parkway, Fontana, California 92336 and 2453 Claribel Road, Riverbank, California 95367, at any time from June 8, 2016 to April 23, 2021.”

A. DESCRIPTION OF THE LAWSUIT

Plaintiffs have brought this lawsuit as a class action. In class actions, one or more persons bring claims in a lawsuit on behalf of themselves and others who are in a similar situation or have similar possible claims against the defendant. The Plaintiffs in this case have made claims on behalf of all current and former non-exempt employees of Kings Food in California. In the lawsuit, Plaintiffs allege that Kings Food failed to provide meal breaks, failed to provide rest breaks, failed to provide accurate wage statements, and violated the Unfair Competition Law, Business & Professions Code § 17200, *et seq.* Based on those allegations, Plaintiffs seek class damages for unpaid premium wages due for failure to provide meal and/or rest breaks, restitution, and other relief. Plaintiffs also seek civil penalties under the Labor Code Private Attorneys General Act (“PAGA”) based on those alleged Labor Code violations.

Kings Food denies Plaintiffs’ claims and denies any wrongdoing or liability. The Court has not ruled on the merits of Plaintiffs’ claims or Kings Food’s defenses, and the parties have agreed to the Settlement.

Plaintiffs and Class Counsel believe the Settlement is fair and in the best interest of the Class and for these reasons are seeking final approval of the Settlement. The attorneys for the employees (“Class Counsel”) in this lawsuit are:

Justian Jusuf
LAW OFFICE OF JUSTIAN JUSUF APC
17011 Beach Blvd., Suite 900
Huntington Beach, CA 92647
Phone: (714) 274-9815

Sahag Majarian II
LAW OFFICES OF SAHAG MAJARIAN II
18250 Ventura Blvd.
Tarzana, CA 91356
Phone: (818) 609-0807
Fax: (818) 609-0892

The attorney for Kings Food is:

Joseph W. Singleton
LAW OFFICES OF JOSEPH W. SINGLETON
23035 Ventura Blvd.
Woodland Hills, CA 91364
Phone: (818) 999-1950

B. SUMMARY OF PROPOSED SETTLEMENT TERMS.

The following is a summary of the Settlement terms. The specific and complete terms of the Settlement are stated in the Stipulation of Class Action Settlement, which has been preliminarily approved by the Court. A full copy of the Stipulation of Class Action Settlement, as well as other public documents filed in this case, can be inspected in the Office of the Court Clerk.

Subject to the Court's final approval, the terms of the proposed Settlement are as follows:

1. Settlement Fund: Kings Food will pay a total of \$205,000 (Two Hundred Five Thousand Dollars) to establish a Settlement Fund, to pay Class Members who do not opt out of the Settlement, civil penalties under PAGA, Enhancement Awards to Plaintiffs, the Settlement Administrator's fee and expenses, and Class Counsel attorneys' fees and expenses.

2. Settlement Formula and Distribution.

A sum of \$30,000 from the Settlement Fund is attributed as settlement of claims for civil penalties under PAGA. 75% (\$22,500) of this amount will be paid to the Labor and Workforce Development Agency, and 25% (\$7,500) of the amount will be paid to those non-exempt employees who worked at Farmer Boys restaurant, located at 16015 Sierra Lakes Parkway, Fontana, California 92336 or 2453 Claribel Road, Riverbank, California 95367, proportionally based on their respective Pay Periods during the PAGA Period (from April 2, 2019 to April 23, 2021). If you are eligible for this amount, the amount you will receive for this portion of the settlement is shown on the first page of this notice.

After deducting the \$30,000 PAGA settlement amount, the Enhancement Awards to Plaintiffs, the Settlement Administrator's fee and expenses, and Class Counsel attorneys' fees and expenses, the remaining amount ("Net Settlement Fund") will be paid to allocated to Class Members proportionally based on their respective Workweeks during the Class Period (from June 8, 2016 to April 23, 2021). The amount you will receive upon the Court granting final approval of the Settlement, if you do not opt out of the Settlement, is shown on the first page of this notice.

You do not need to do anything to receive your share under the Settlement. Upon the Court granting final approval of the Settlement, a settlement check for the PAGA portion will be mailed to you, regardless of whether or not you opt out of the Settlement. And if you do not opt out of the Settlement, the settlement check to you will also include the non-PAGA portion.

The approximate amounts of your share under the Settlement is stated on the first page of this Notice, were calculated based on Kings Food's records of the number of Workweeks worked by you and other Class Members. Your Workweeks, as shown in Kings Food's records, are also stated on the first page of this Notice. If you disagree with the number of your Workweeks stated on this Notice, please write to the Settlement Administrator and state the number of Workweeks during the Class Period in which you worked for Kings Food as a non-exempt employee in California, and attach any and all documents that support your claim (such as pay stubs, cancelled checks, etc.). To dispute the number of your Workweeks, you must mail your challenge and supporting documents to the Settlement Administrator on or before _____, 2022. Please be advised that the number of Workweeks stated on page one of this Notice is presumed to be correct unless the documents you timely submit prove otherwise.

For purposes of tax reporting under the Settlement, payments made to you under this Settlement will be deemed one-third wages, one-third interest, and one-third penalties. Nothing in this Notice or the Settlement Agreement is intended to be tax advice. You should consult your tax advisor for any tax issues pertaining to this Settlement.

3. Subject to the Court's final approval, the following amounts will be deducted from the total Settlement Fund prior to calculation of the Net Settlement Fund: (a) \$10,000 (Ten Thousand Dollars) in settlement of PAGA claims, (b) Class Counsel will seek an award of attorneys' fees for their services in these Actions in the amount of approximately \$68,333 (Sixty-Eight Thousand Three Hundred Thirty-Three Dollars), which is one-third of the Settlement Fund, and reimbursement of costs and expenses they have incurred in this Actions in an amount not to exceed \$22,000 (Twenty-Two Thousand Dollars); (c) Class Counsel will ask the Court for an Enhancement Award of \$7,500 (Seven Thousand Five Hundred Dollars) for each Plaintiff/Class Representative to compensate for the time and risk undertaken in bringing this Actions as a class action; and (c) payment to the Settlement Administrator for its costs and fees in administering the Settlement and payout process, in the amount of approximately \$9,500 (Nine Thousand Five Hundred Dollars).

4. Release. If you do not wish to be part of this Settlement or wish to bring your own lawsuit against Kings Food for the Released Claims (as defined below), you need to timely request to be excluded (“opt out”) from the Settlement using the procedure described in this Notice. If you do not effectively opt out of the Settlement, and on final Court approval of the Settlement, you will fully release all Released Claims (as described below):

“Released Claims” means any and all claims asserted in the operative complaint based on the facts alleged therein arising during the Class Period, or the PAGA Period as to the alleged PAGA claims, including claims for alleged failure to provide meal periods and failure to pay premium wages in lieu thereof, failure to provide rest periods and failure to pay premium wages in lieu thereof, and failure to provide accurate wage statements, in alleged violations of California Labor Code § 204, 226(a), 226.7, Business & Professions Code § 17200, and the applicable provisions of the Industrial Welfare Commission’s Wage Order 5. The Released Claims also include the derivative claims for civil penalties under Labor Code Private Attorneys General Act (“PAGA”), Labor Code § 2698, et seq., based on the foregoing alleged Labor Code violations.

Upon final approval of the Court of this settlement and except as to such rights or claims as may be created by the Settlement Agreement, the Class Members who do not opt out, will be deemed to fully release and discharge the Released Parties, which include George Sadek and Kings Food, Inc., and each of its shareholders, directors, officers, managers, employees, agents, and counsel from the Released Claims.

C. TO RECEIVE YOUR SHARE OF THE MONEY UNDER THE SETTLEMENT.

You do not need to do anything to receive your share under the Settlement, and a settlement check will be mailed to you if you do not opt out of the Settlement. The estimated amount of your share under the Settlement is reflected on the first page of this Notice.

D. WHAT IF YOU DO NOTHING?

If you do nothing, you will remain a member of the Settlement Class, and a settlement check will be mailed to you upon final approval of the Settlement, pursuant to the terms of the Settlement. As a member of the Class, you will be bound by all the terms of the Settlement, including the release of the Released Claims, as set forth above, which will prevent you from suing Kings Food for the matters being settled in this case.

E. TO REQUEST EXCLUSION FROM THE SETTLEMENT.

If you want to be excluded (“opt out”) from the Settlement, you must mail a written request to be excluded (opt out) from the Settlement to the Settlement Administrator, postmarked on or before _____, 2022, to the following address:

[SETTLEMENT ADMINISTRATOR]
[ADDRESS]
[CITY AND ZIP CODE]

To be valid, your request to opt out of the Settlement must be in writing, and it must include your name (and former names, if any), signature, current address, telephone number, and shall recite the following language (verbatim) or other words to the same effect:

I wish to opt out of the settlement of this case, *Vizcaino v. Kings Food, Inc.*, San Bernardino County Superior Court, Case No. CIVDS2014100.

If you file a timely and valid written request for exclusion, you will no longer be a member of the Class, and you will not be eligible to receive money under the Settlement or object to the terms of the Settlement. However, you will not be bound by the terms of the Settlement, and may pursue any claims you may have, at your own expense, against Kings Food.

F. OBJECTION TO THE SETTLEMENT AND/OR NOTICE OF INTENTION TO APPEAR.

If you do not opt out of the Settlement but believe the Settlement is unfair or inadequate in any respect,

you may object to the Settlement in writing. You may also appear at the Final Approval Hearing, either in person or through an attorney at your own expense, provided you notify the Court of your intent to do so. All written objections, supporting papers and/or notices of intent to appear at the Final Approval Hearing must (a) clearly identify the case name and number (Vizcaino v. Kings Food, Inc., Case Number CIVDS2014100), (b) be mailed to the Settlement Administrator, [ADMINISTRATOR'S ADDRESS AND ZIP CODE] postmarked on or before _____, 2022.

The written objection must be signed and dated, and include your name, dates of employment as a non-exempt employee of Kings Food in California, and a complete description of the basis for the objection. A Class Member who objects to the Settlement will still be considered a member of the Settlement Class.

G. FINAL APPROVAL HEARING ON PROPOSED SETTLEMENT.

The Final Approval Hearing on the fairness and adequacy of the proposed Settlement is scheduled for _____, 2023 in Department S17 of the San Bernardino County Superior Court, located at 247 West Third Street, San Bernardino, CA 92415. The Final Approval Hearing may be continued without further notice, unless you have timely filed an objection. It is not necessary for you to attend this hearing, unless you file an objection and indicate your intention to appear.

Any Class Member who has not opted out will be bound by the Settlement approved by the Court at the Final Approval Hearing. If the Settlement is not approved, the lawsuit will continue to be prepared for trial or other judicial resolution.

H. ADDITIONAL INFORMATION.

This Notice only summarizes the lawsuit, the Settlement and related matters. The pleadings and other records in this litigation, including the Settlement Agreement, may be examined at the office of the clerk during business hours, at San Bernardino Superior Court, located at 247 West Third Street, San Bernardino, CA 92415. Those documents are also available at the Court's website at a minimal charge: <https://portal.sb-court.org/Portal/>

PLEASE DO NOT TELEPHONE THE COURT OR DEFENDANT'S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS!

If your address changes, or is different from the address stated on the first page of this Notice, please promptly notify the Settlement Administrator or Class Counsel.