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Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF DEL NORTE**

REINALD PILLSBURY, an individual, on
behalf of himself and on behalf of all persons
similarly situated,,

Plaintiff,

vs.

T & T RESTAURANTS CA, INC., a
Corporation; and DOES 1 through 50,
inclusive,,

Defendant.

Case No: CVUJ-20-1214

**DECLARATION OF SHANI O. ZAKAY
IN SUPPORT OF MOTION FOR
FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: December 3, 2021

Time: 10:00 a.m.

Dept.: 1

*[Assigned for All Purposes to Judge Darren
McElfresh]*

Action Filed: September 8, 2020

I, SHANI O. ZAKAY, declare as follows:

1. I am the managing partner of the law firm of Zakay Law Group, APC, co-lead counsel of record for Plaintiff Reinald Pillsbury ("Plaintiff") in this matter. As such, I am fully familiar with the facts, pleadings and history of the matter. The following facts are within my own personal knowledge, and if called as a witness, I could testify competently to the matters

1 stated herein. This declaration is being submitted in support of the Motion for Final Approval of
2 the Class Settlement by Plaintiff.

3 2. Over the course of the litigation during the last 18 months, a number of attorneys
4 from two firms have worked on this matter. The credentials of counsel in this action are reflected
5 in the Zakay Law Group, APC firm resumes a true and correct copy of which is attached hereto as
6 Exhibit #1, and the declaration of Jean-Claude Lapuyade filed concurrently herewith. Some of
7 the major cases those two firms have undertaken are also set forth in Exhibit #1 and the Lapuyade
8 declaration. The attorneys involved in this matter at have had substantial class litigation
9 experience, mostly in the area of employment class actions, unfair business practices and other
10 complex litigation. These attorneys have extensive experience in cases involving labor code
11 violations and wage and hour claims. Class Counsel has litigated similar wage and hour cases
12 against other employers on behalf of employees. Class Counsel have been approved as
13 experienced class counsel during contested motions in state and federal courts throughout
14 California. It is this level of experience which enabled the firm to undertake the instant matter and
15 to successfully combat the resources of the defendants and their capable and experienced counsel.

16 **3. Summary of the Proposed Settlement**

17 a. A true and correct copy of the Class Action Settlement Agreement (hereinafter the
18 “Agreement”) is attached hereto as Exhibit #2.¹ Plaintiff and Defendant reached a full
19 and final Settlement of the above-captioned action, which is embodied in the
20 Agreement filed concurrently with the Court. As consideration for this Settlement,
21 Defendant has agreed to pay the all-in, non-reversionary amount of Two Hundred
22 Eighty Thousand Dollars (\$280,000) (“Gross Settlement Amount”). The Gross
23 Settlement Amount includes all Settlement Shares to Participating Class Members, the
24 Class Representative Service Payment to Plaintiff, Settlement Administration
25 Expenses, the PAGA Payment, and Court-approved attorneys’ fees and costs.
26 Defendant will separately pay the employer’s share of payroll taxes to the qualified
27 settlement fund, per the Agreement. (Agreement at ¶ I(FF)).

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¹ Capitalized terms are defined in the Agreement.

- b. The relief provided in the settlement will benefit all members of the Class. The settlement does not grant preferential treatment to Plaintiff or segments of the Class in any way. Payments to the Class Members are all determined under a neutral methodology. All Class Members will receive the same opportunity to participate in and receive payment through a neutral formula that is based upon the weeks worked for that individual. The Net Settlement Amount shall equal the net amount available for Settlement shares to Participating Class Members from the Gross Settlement Amount after deducting the Court-approved amounts for the Class Representative Service Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the PAGA Payment, and the fees and expenses of the Settlement Administrator. The Settlement Administrator will pay a Settlement Share from the Net Settlement Amount to each Participating Class Member. The submission of a claim form is not required to be paid. The Settlement Share for each Participating Class Member will be calculated based on the workweeks worked by each Participating Class Member during the Class Period. The entire Net Settlement Fund shall be distributed.
- c. Class Members were sent the Court approved Class Notice, using the procedure approved by the Court, by mailing the notice packets after updating class members' addresses using the National Change of Address database and, for any notice packets returned as undeliverable, re-mailing such notices to any forwarding address provided or updated address located through skip tracing. Class Members were provided with the opportunity to exclude themselves ("opt out") if they did not want to participate in the Settlement. Class Members who did not "opt out" are deemed Participating Class Members who are bound by the Settlement and will be mailed a settlement payment. The Class Notice also advised Class Members of their right to object to the Settlement. This notice process is documented in the accompanying Declaration of Madely Nava (the Settlement Administrator), which is filed concurrently herewith.

- d. The administration process, including details regarding the mailing of the Notice Packet, notices returned as undeliverable, the administrator's efforts to locate class members and re-mail notices, and the final administration results, are all documented in the Declaration of Madely Nava, which is filed concurrently herewith. Notably, 75 Notice Packets have been returned to the administrator as undeliverable. Of the 75 returned Notice Packets, none included a forwarding address. The administrator performed a computerized skip trace on the 75 returned Notice Packets that did not have a forwarding address, in an effort to obtain an updated address for purpose of re-mailing the Notice Packet. To perform the skip tracing process, the administrator utilized a skip tracing system to provide actionable intelligence to support identity verification. The system pulls from Credit level data, Proprietary sources, and public sources. Input can be name and address, Name and DOB, SSN, Address only, etc. As a result of this skip trace, 31 updated addresses were obtained and the Notice Packet was promptly re-mailed to those Settlement Class Members, via U.S First Class Mail. 44 notices have been deemed undeliverable as no updated address was found notwithstanding the skip tracing. (See Decl. of Madely Nava at Paragraph 10).
4. If a Participating Class Member's Settlement Share check is not cashed within 180 days after its last mailing to the Participating Class Member, the funds from such uncashed checks will be paid to the Del Norte Habitat for Humanity in accordance with California Code of Civil Procedure section 384 in the name of the Participating Class Member and the Participating Class Member will remain bound by the Settlement.
5. The Agreement provides for Class Counsel to be awarded a sum not to exceed 1/3 of the Gross Settlement Amount as their Class Counsel Fees Payment. Class Counsel will also be allowed to apply separately for an award of litigation expenses incurred in the prosecution and settlement of the Action in an amount not exceeding \$15,000. **In support of this request, Class Counsel is providing evidentiary support, including lodestar, in the declarations submitted concurrently herewith.** The Agreement provides for payment of Class Representative Service Payment of no more than \$7,500 for Plaintiff, or such lesser amount as

1 may be approved by the Court in compensation for his services. Defendant does not oppose
2 a motion for approval of attorneys' fees, costs and a service award consistent with the
3 Agreement.

4 6. The Parties allocated \$10,000 from the Gross Settlement Amount for settlement of civil
5 penalties under PAGA, Labor Code Section 2698 et seq. Pursuant to the requirements of
6 Labor Code §2699(i) the PAGA Payment shall be allocated \$7,500 to the LWDA (the
7 "LWDA Payment" or the "PAGA Payment") as the LWDA's share of the settlement of civil
8 penalties and \$2,500 to the Net Settlement Amount for distribution to the Participating Class
9 Members. (Agreement at ¶III(M)(4)).

10 7. On March 16, 2021, the Parties participated in an all-day mediation presided over by (Ret.)
11 Hon. William Pate, a respected jurist and mediator of wage and hour class and PAGA actions.
12 Prior to the mediation, the Parties prepared by exchanging data, calculating damages, and
13 submitting mediation briefs to the Mediator. Defendant provided Class Counsel with
14 necessary records and information for the members of the Class. Defendant produced a
15 sample consisting of pay records and time records for some of the Class Members for the
16 entire Class Period. Defendant also produced Defendant's relevant employment policies,
17 including compensation policies and timekeeping policies. Plaintiff analyzed the data with the
18 help of an expert and prepared and submitted a mediation brief to Judge Pate. At the
19 conclusion of the mediation, the Parties reached a settlement, which was supported by Judge
20 Pate. The Parties documented the agreement in the form of a Memorandum of Understanding.
21 The Parties then prepared the full Agreement which was signed by the Parties and received
22 preliminary approval from the Court by Order dated August 27, 2021.

23 8. The Settlement is fair, adequate and reasonable to the Class and should be finally approved for
24 the same reasons the Court granted preliminary approval to the Settlement, finding that it is
25 fair, adequate, and reasonable as to all potential Class Members. In sum, this Settlement
26 valued at \$280,000 is an excellent result for the Class. This result is particularly favorable in
27 light of the fact that liability in this case was far from certain in light of the defenses asserted
28 by Defendants. There have been no objections and no opt outs. Given the complexities of

1 this case, the defenses asserted, the uncertainty of class certification, along with the
2 uncertainties of proof at trial and appeal, the proposed Settlement is fair, reasonable and
3 adequate, and should be finally approved.

4 9. **Procedural Status of the Settlement** - The Court preliminarily approved the
5 Agreement via its Preliminary Approval Order dated August 27, 2021 (“Preliminary Approval
6 Order”); and pursuant to the Preliminary Approval Order the approved Class Notice has been
7 disseminated to the Class. On September 24, 2021, the Settlement Administrator Court-approved
8 Class Notice to the Class Members, which provided each Class Member with the terms of the
9 Settlement, including notice of the claims at issue and the financial terms of the settlement,
10 including the attorneys’ fees, costs, and service awards that were being sought, how individual
11 settlement awards would be calculated, and the specific, estimated payment amount to that
12 individual. In disseminating the Class Notice, the Settlement Administrator followed the notice
13 procedures authorized by the Court in its Preliminary Approval Order. Significantly, there have
14 been no objections and no opt outs. (See Declaration of Madely Nava at ¶¶ 11-12.) As a result,
15 the entire Class has elected to participate in the Settlement and will be sent a settlement check.
16 The administration process, including details regarding the mailing of the Notice Packet, notices
17 returned as undeliverable, the administrator’s efforts to locate class members and re-mail notices,
18 and the final administration results, are all documented in the Declaration of Madely Nava, which
19 is filed concurrently herewith. Notably, 75 Notice Packets have been returned to the administrator
20 as undeliverable. Of the 75 returned Notice Packets, none included a forwarding address. The
21 administrator performed a computerized skip trace on the 75 returned Notice Packets that did not
22 have a forwarding address, in an effort to obtain an updated address for purpose of re-mailing the
23 Notice Packet. To perform the skip tracing process, the administrator utilized a skip tracing
24 system to provide actionable intelligence to support identity verification. The system pulls from
25 Credit level data, Proprietary sources, and public sources. Input can be name and address, Name
26 and DOB, SSN, Address only, etc. As a result of this skip trace, 31 updated addresses were
27 obtained and the Notice Packet was promptly re-mailed to those Settlement Class Members, via
28

1 U.S First Class Mail. 44 notices have been deemed undeliverable as no updated address was
2 found notwithstanding the skip tracing. (See Decl. of Madely Nava at Paragraph 10).

3 10. **Description of Plaintiff's Claims** - The Action generally alleges that Plaintiff and
4 other non-exempt employees of Defendant were not paid for all time worked, including overtime,
5 and did not receive off-duty meal and rest periods in accordance with California law. The Action
6 further alleges that Plaintiff and other employees of Defendant received incomplete wage
7 statements. The Action seeks unpaid wages, penalties, civil penalties, attorney fees, litigation
8 costs, and any other equitable or legal relief allegedly due and owing to Plaintiff and the other
9 Class Members by virtue of the foregoing claims.

10 11. **Procedural History of the Litigation**

11 a. On September 8, 2020, Plaintiff filed a class action complaint in the Del Norte
12 Superior Court for: (1) Unfair Competition in Violation of Bus. and Prof. Code §§
13 17200; (2) failure to pay minimum wages in violation of California Labor Code
14 sections 1194, 1197 and 1197.1; (3) failure to pay overtime wages in violation of
15 California Labor Code sections 510 *et seq.*; (4) failure to provide required meal
16 periods in violation of California Labor Code sections 226.7 and 512; (5) failure to
17 provide required rest periods in violation of California Labor Code sections 226.7 and
18 512; (6) failure to reimburse employees for required business expenses in violation of
19 California Labor Code sections 2802; (7) failure to provide accurate itemized wage
20 statements in violation of California Labor Code section 226; (8) failure to provide
21 wages when due in violation of California Labor Code sections 201, 202 and 203; and
22 (9) violations of the California Labor Code Private Attorney General Act ("PAGA").
23 Defendant denied liability for each of Plaintiff's claims. Defendant argued that it fully
24 complied with all applicable employment laws, had clear compliant policies and
25 procedures such as for taking rest and meal periods as outlined in its Handbook and
26 additional technical assistance for accurate time keeping that included meal and rest
27 break reminders. Defendant raised several other significant defenses to Plaintiff's
28 claims, including but not limited to, lack of any evidence of overtime and minimum

1 wage violations, and the opportunity and encouragement to take all meal and rest-
2 breaks compliant with its policies and the law. Additionally, Defendant maintained
3 that Plaintiff was not required to use his personal cell phone or car for work.

- 4 b. Prior to mediation, the Parties engaged in investigation and the exchange of documents
5 and information in connection with the Action. As part of this process, Defendant
6 provided documents and information to Class Counsel to review and analyze.²

7 **12. History of Settlement Discussion**

- 8 a. This Settlement was the result of arm's-length negotiations as well as informal
9 settlement conferences between the Parties through their respective attorneys. After
10 comprehensive legal and factual analysis, Class Counsel possessed sufficient
11 information for intelligent evaluation of the case for purposes of settlement. Prior to
12 the initiation of settlement discussions, Class Counsel reviewed and outlined the case
13 based upon the information for the Class, and determined the conditions of settlement
14 which would be fair and reasonable to the Class with the assistance of an expert. Class
15 Counsel was experienced in the types of settlement appropriate to resolve these wage
16 and hour claims on behalf of employees.

- 17 b. On March 16, 2021, the Parties participated in an all-day mediation presided over by
18 (Ret.) Hon. William Pate, a respected jurist and mediator of wage and hour class and
19 PAGA actions. Prior to the mediation, the Parties prepared by exchanging data,
20 calculating damages, and submitting mediation briefs to the Mediator. Defendant
21 provided Class Counsel with necessary records and information for the members of the
22 Class. Defendant produced a sample consisting of pay records and time records for
23 some of the Class Members for the entire Class Period. Defendant also produced
24 Defendant's relevant employment policies, including compensation policies and
25 timekeeping policies. Plaintiff analyzed the data with the help of an expert and
26 prepared and submitted a mediation brief to Judge Pate. At the conclusion of the

27 ² Defendant produced a sample consisting of pay records and time records for some of the Class
28 Members for the entire Class Period. Defendant also produced Defendant's relevant employment
policies, including compensation policies and timekeeping policies.

1 mediation, the Parties reached a settlement, which was supported by Judge Pate. The
2 Parties documented the agreement in the form of a Memorandum of Understanding.
3 The Parties then prepared the full Agreement which was signed by the Parties and
4 received preliminary approval from the Court by Order dated August 27, 2021.

5 c. The Order dated August 27, 2021 preliminarily approved the Class Settlement
6 contained in the Agreement as fair, reasonable and adequate.

7 d. Plaintiff and Class Counsel believe that this settlement is fair, reasonable and adequate.
8 In my judgment as experienced Class Counsel, this Settlement should be finally
9 approved.

10 **13. The Outcome of this Case would Have Been Uncertain and Fraught with Risks**

11 a. Here, a number of defenses asserted by Defendant presented serious threats to the
12 claims of the Plaintiffs and the other Class Members. Defendant asserted that the
13 employment practices complied with all applicable Labor Laws. With respect to the
14 meal break claim, Defendant maintains that it paid Plaintiffs for every minute that they
15 claimed they worked. Defendant argued that it fully complied with California meal period
16 laws and maintained legally compliant policies and practices as outlined in its Handbook
17 and other policies. Courts have found that where an employer's meal period policies are
18 compliant, individualized issues exist as to the reasons for missed, late or truncated meal
19 periods. *See e.g. Lampe v. Queen of the Valley Medical Center*, 19 Cal.App.5th 832, 851
20 (2018) (holding that although only 11.1% of the employees' time punches for meal periods
21 were within the first 5 hours, the claim was not certifiable because individualized issues
22 existed as to the reasons for the late meal periods). Defendant argued that it not only
23 provided meal and rest breaks but also installed technical enhancements that reminded
24 employees to timely take their meal-and rest breaks. If successful, Defendant availed
25 itself to a complete defense of Plaintiff's meal period claim.

26 b. With respect to the rest break claim, Defendant argued that it not only provided all rest
27 breaks but reminded Plaintiff and employees to take them. Plaintiff recognizes the
28 evidentiary burdens establishing this claim. Establishing Plaintiff's rest period claim

1 would rely, almost entirely, on Class Member testimony, making it a riskier claim at class
2 certification and liability stages. Defendant likely would have argued that only a small
3 number of Class Members missed their rest breaks. Certification likely would have
4 required depositions of Class Members who provided declarations, and Defendant surely
5 would have obtained opposing declarations stating either rest breaks were taken, or rest
6 breaks were voluntarily waived. *See, e.g., Ordonez v. Radio Shack, Inc.* (C.D. Cal. Jan. 17,
7 2013) 2013 WL 210223, at *11 (“Because of the competing testimony before the Court,
8 plaintiff’s evidence that defendant may have an illegal, written rest break policy is
9 insufficient for this Court to find that common issues predominate.”); *Villa v. United Site*
10 *Servs. of California, Inc.* (N.D. Cal. Nov. 13, 2012) 2012 WL 5503550, at *8 (“Indeed,
11 Plaintiff’s own evidence confirms that the written policy does not generate uniform
12 practices.”). Accordingly, the rest break claim was subject to significant defenses. If
13 successful, Defendant availed itself to a complete defense of Plaintiff’s rest period
14 claim.

15 c. With respect to the reimbursement claim, Defendant maintains that employees were
16 never required to use their personal cell phone for work at the restaurant, which
17 offered telephone service for any employees work related use, if any. Instead,
18 Defendant argued that any cell phone use was completely voluntary and for their own
19 personal not work related use.

20 d. With respect to the wage statement claim, Defendant could argue that Plaintiff could
21 not prove the “willful” prong needed to obtain waiting time penalties under Cal. Lab.
22 Code § 203. Additionally, Defendant could argue that Plaintiff could not show that
23 Class Members suffered an “injury” because of wage statement violations, as required
24 by Cal. Lab. Code § 226. Defendant could also argue that that meal and rest period
25 violations do not entitled employees like Plaintiff and the Settlement Class Members to
26 pursue the derivative waiting time and itemized wage statement penalties. (*See*
27 *Naranjo v. Spectrum Security Services, Inc.*, (2019) 40 Cal. App. 5th 444; *Maldonado*
28 *v. Epsilon Plastics, Inc.* (2018) 22 Cal. App. 5th 1308.)

- e. If successful, these defenses could eliminate or substantially reduce any recovery to the Class. While Plaintiff believes that these defenses, and others, could be overcome, Defendant maintains these defenses have merit and therefore present a serious risk to recovery for the Class.
- f. There was also a significant risk that, if the Action was not settled, Plaintiff would be unable to obtain class certification and thereby not recover on behalf of any employee other than themselves. Defendant argued that the individual experience of each employee varied with respect to the alleged claims. While other cases have approved class certification of wage and hour claims, class certification in this action would have been hotly disputed and was by no means a foregone conclusion. Finally, even if class certification was successful, as demonstrated by the California Supreme Court decision in *Duran v. U.S. Bank National Assn.*, 59 Cal. 4th 1 (2014), there are significant hurdles to overcome for a class-wide recovery even where the class has been certified.
- g. Plaintiff and Class Counsel recognize the expense and length of continuing to litigate and trying the Action against Defendant through possible appeals which even if successful could take several years. Class Counsel have also taken into account the uncertain outcome and risk of litigation, especially in complex actions such as this Action. Class Counsel are also mindful of and recognize the inherent problems of proof under, and alleged defenses to, the claims asserted in the Action. As demonstrated by the decision in *Duran*, the complexities and duration of further litigation cannot be overstated. There is little doubt that Defendant would post a bond and appeal in the event of an adverse judgment. A post-judgment appeal by Defendant would have required many more years to resolve, assuming the judgment was affirmed. If the judgment was not affirmed in total, then the case could have dragged on for years after the appeal. The benefits of a guaranteed recovery today outweigh an uncertain result three or more years in the future. Moreover, post-trial motions and appeals would have been inevitable. Costs would have mounted and recovery would have been delayed if not denied, thereby reducing the benefits of an ultimate victory.

1 Plaintiff and Class Counsel believe that the Settlement confers substantial benefits
2 upon the Class. Based upon their evaluation, Plaintiff and Class Counsel have
3 determined that the Settlement set forth in the Agreement is in the best interest of the
4 Class Members.

5 h. In sum, the Settlement is a fair and reasonable result, and provides the Class with a
6 significant recovery, particularly when viewed in light of the fact that Defendant
7 asserted serious and substantial defenses both to liability and to class certification.
8 Given the complexities of this case, the defenses, along with the uncertainties of proof
9 and appeal, the proposed Settlement is fair, reasonable and adequate, and should be
10 finally approved.

11 i. It is impossible to predict with certainty whether, under the facts of this case, Plaintiff
12 would prevail against the Defendant's factual and legal defenses. While Plaintiff and
13 Class Counsel believe in the merits of the claims, Defendant has asserted real and
14 substantial defenses to these claims and to class certification. Settlement in this case
15 clearly benefits the Class when measuring the strengths of Plaintiff's case and the risk
16 of establishing class wide liability and damages.

17 **14. The Result Achieved by this Litigation and Settlement**

18 a. The Settlement in this case is fair, reasonable and adequate considering Defendant's
19 defenses to Plaintiff's claims. As detailed during preliminary approval, the Gross
20 Settlement Amount compares favorably to the value of the claims. Class Members
21 will receive immediate and certain payments of considerable amounts under the
22 Settlement. Currently, the overall maximum and average Participating Class Member
23 allocations are estimated to be 2,990.47 and \$422.62 respectively (Decl. Nava at ¶ 14).

24 b. Faced with the serious doubts as to recovery, the Settlement of \$280,000 plus the
25 employer's share of payroll taxes compares favorably to the damage estimates alleged
26 to have been suffered by the Class. Considered as a whole, the \$280,000 in Settlement
27 represents between 22% and 66% of Defendant's liability exposure as estimated by
28 Class Counsel at the time of mediation, which Class Counsel calculated to be \$425,733

1 for damages and \$1,251,090 for damages and civil penalties. Given the amount of the
2 settlement as compared to the potential value of claims in this case, the settlement is
3 more than fair and reasonable based on prevailing case law.

4 15. If he could prove the claims, Plaintiff estimates that Defendant was subject to maximum
5 liability for damages in the amount of \$1,251,090, consisting of \$87,000 for unreimbursed
6 expenses, and \$401,341 for meal and rest break periods.³ In addition, Plaintiff calculated that
7 Defendant could be liable for \$215,300 for wage statement penalties and \$547,449 waiting
8 time penalties.⁴ Finally, Plaintiff's expert calculated that Defendant's exposure for PAGA
9 penalties up to \$2,836,000.⁵

10
11 ³ Plaintiff's damages for unpaid wages, including minimum wages and overtime wages, were
12 predicated on Plaintiff's argument that Plaintiff and other employees were required to work while
13 clocked out during what was supposed to be their duty-free meal periods. Therefore, the damages
14 for unpaid wages are encompassed in this figure. This was notably denied by Defendant as stated
15 above.

16 ⁴ While Plaintiff alleged claims for statutory penalties pursuant to Labor Code Sections 203 and
17 226 and various PAGA penalties, Plaintiff recognizes that these claims are subject to various
18 defenses asserted by Defendant, including, but not limited to, a good faith dispute defense as to
19 whether any premium wages for meal or rest periods or other wages were owed given
20 Defendant's position that Plaintiff and the Class were properly compensated. *See Reber v.*
21 *AIMCO/Bethesda Holdings, Inc.*, 2008 WL 4384147, at *9 (C.D. Cal. Aug. 25, 2008) (granting
22 defendant's motion for summary judgment on claim for failure to provide accurate itemized wage
23 statements "because a good faith dispute exists... [therefore, defendant] was not 'knowing and
24 intentional' in failing to provide [Section 226] statements"); *see also Nordstrom Commission*
25 *Cases*, 186 Cal. App. 4th 576, 584 (2010) ("There is no willful failure to pay wages if the
26 employer and employee have a good faith dispute as to whether and when the wages were due.").
27 Additionally, there is serious doubt as to whether violations of the meal/rest period regulations,
28 which require payment of a "premium wage" for each improper meal period, give rise to claims
under sections 203 and 226. *See Ling v. P.F. Chang's China Bistor, Inc.*, 245 Cal. App. 4th 1242,
1261 (2016) and *Maldonado v. Epsilon Plastics, Inc.*, 22 Cal. App. 5th 1308, 1336 (2018). This
issue was decided in *Naranjo v. Spectrum Sec. Servs., Inc.*, 40 Cal. App. 5th 444, 474, (Ct. App.
2019), which held that actions for meal break and rest break premiums "do not entitle employees
to pursue the derivative penalties in sections 203 and 226." **In fact, under *Naranjo*, the value for
claims under Labor Code §§ 203 and 226 could be \$0.** Further, Defendants denied rest and
meal break violations, rendering void any derivative claims or damages recovery potential.

⁵ *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), illustrates the risk of PAGA claims.
In *Carrington*, while the plaintiff prevailed on his PAGA claim upon trial, the trial court reduced
the maximum PAGA penalty amount by 90%, citing the employer's good faith attempt at
complying with the law. *Id.* at 517. Upon review, the Court of Appeal found such reduction to be
proper. *Id.* at 539. Again, the *Carrington* decision was after Plaintiff actually prevailed at trial,
and even then, the PAGA penalties were reduced by 90%.

1 16. **Notice to LWDA.** On November 8, 2021, at the time this motion was submitted for filing, I
2 submitted a copy of the fully executed settlement agreement to the LWDA through their
3 online filing system, and received an email confirming the submission of the proposed
4 settlement (See Exhibit 3).
5

6 I declare under penalty of perjury under the laws of the State of California that the
7 foregoing is true and correct. Executed this 8th day of November 2021, at San Diego, California.
8

9 By: 
10 Shani O. Zakay
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EXHIBIT 1

Zakay Law Group, APC
3990 Old Town Ave. Suite C204
San Diego, California 92110
Telephone: (619) 255-9047
Fax: (858) 404-9203

1. Firm Practice Areas:

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, Civil Litigation, Business Litigation, Corporate/Business General Counsel Advice.

2. Attorney Shani O. Zakay Biography:

• **PRACITCE AREAS**

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, Civil Litigation, Business Litigation, Corporate/Business General Counsel Advice.

• **BAR ADMISSIONS, MEMBERSHIPS & BOARDS**

State of California (all courts)
United States District Court of California (all courts)
United States District Court of Indiana for the Northern District
United States Court of Appeals for the 9th Circuit

• **PROFESSIONAL EXPERIENCE**

ZAKAY LAW GROUP, APLC, San Diego, CA
Founder, April 2018

SILLDORF LAW, LLP, San Diego, CA (now known as Berding & Weil)
Partner, January 2012 – March 2018

• **EDUCATION**

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA

Juris Doctor, *magna cum laude*, April 2011

Honors: Dean's List: Spring 2009, Fall 2009, Spring 2010, Fall 2010, Spring 2011.

Academic Achievement Awards: Advanced Legal Research, Constitutional Law II, Criminal Procedure, Insurance Law & Litigation, Law Office Technologies, Property II, Products Liability, Trusts & Estates.

Activities: Associate Editor, *California Western Law Review*
Legal Skills Honor Instructor for Professor Leslie Culver
Vice President, Jewish Student Union

SAN DIEGO STATE UNIVERSITY, San Diego, CA

Bachelor of Science, Business Administration, Management, *cum laude*, May 2008

Honors: Dean's List: Spring 2007 and Fall 2007

- **COMMUNITY SERVICE**

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA
Spring 2016, 2018
Moot Court Judge

COMMUNITY LAW PROJECT, San Diego, CA
October 2018 – Present
Volunteer Attorney on Employment Matters

3. **Attorney Jackland K. Hom Biography:**

- **PRACTICE AREAS**

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, Civil Litigation.

- **BAR ADMISSIONS, MEMBERSHIPS & BOARDS**

State of California (all courts)
United States District Courts of California (all courts)

- **PROFESSIONAL EXPERIENCE**

ZAKAY LAW GROUP, APLC, San Diego, CA
Associate, January 2021 - present

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP, San Diego, CA
Associate, November 2019 – September 2020

- **EDUCATION**

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA
Juris Doctor, April 2019

Honors: Dean's List: Fall 2017, Spring 2018.

Academic Achievement Awards: Advanced Prosecution Function.

Activities: Senior Editor, *California Western Law Review*
President, Asian Pacific American Law Students Association

UNIVERSITY OF CALIFORNIA, RIVERSIDE, Riverside, CA
Bachelor of Arts: Political Science, English Literature, June 2015
Honors: Dean's List

4. Class Action & Representative Cases:

1. Hubscher v. Bodyspirit, LLC

Court	San Diego
Case No.	37-2016-00021261-CU-OE-CTL
Nature	Independent Contractor Misclassification
Status	Settled

2. Henry v. InMotion Entertainment Group, LLC

Court	San Francisco
Case No.	CGC-18-565643
Nature	Meal/Rest Break claims and overtime and regular rate claims
Status	Settled

3. Moore v. Zirx Transportation

Court	San Francisco
Case No.	CGC-18-566655
Nature	Independent Contractor Misclassification
Status	Settled

4. Pasallo v. GSG Protective Services

Court	San Diego
Case No.	37-2018-00037611-CU-OE-CTL
Nature	Meal/Rest Break claims
Status	Settled

5. Villaroman v. C.C.H.C.

Court	Orange County
Case No.	30-2018-01013128-CU-OE-CXC
Nature	Meal/Rest Break claims
Status	Settled

6. Flores v. Plastic Express

Court	Los Angeles
Case No.	BC719071
Nature	Meal/Rest Break and minimum wage claims
Status	Settled

7. Tressler v. Spoonful Management

Court	Los Angeles
Case No.	BC719405
Nature	Meal/Rest Break claims
Status	Settled

8. Leymaster v. Toms Sierra Company, Inc.

Court	Placer
Case No.	SCV0041735
Nature	Meal/Rest Break claims and overtime and regular rate claims
Status	Settled

9. Murphy v. Rockler Retailer Group, Inc.

Court	Sacramento
Case No.	34-2018-00241374
Nature	Overtime and regular rate claims and wrongful termination
Status	Settled

10. Bruemmer v. Tempur Retail Stores, LLC.

Court	Marin
Case No.	CIV1803646
Nature	Overtime and regular rate claims and wrongful termination
Status	Settled

11. Christina Cummings v. G6 Hospitality, LLC

Court	San Diego
Case No.	37-2018-00056207-CU-OE-CTL 19CV122 GPC LL
Nature	Overtime and Minimum Wage claims and Meal and Rest Breaks
Status	Settled

12. Nicolai Laguatan v. Prevent LSS

Court	San Diego
Case No.	37-2018-00057434-CU-OE-CTL
Nature	Overtime and Minimum Wage claims and Meal and Rest Breaks
Status	Settled

13. Lisa Ramirez v. Carefusion Resources, LLC

Court	San Diego
Case No.	37-2018-00058078-CU-OE-CTL 3:18-CV-02852-BEN-MSB
Nature	Overtime and Meal and Rest Breaks
Status	Settled

14. Charles Ornelas v. C&A Transportation Services

Court	San Diego
Case No.	37-2018-00061289-CU-OE-CTL
Nature	Minimum Wage and Meal/Rest Break claims
Status	Settled

15. Luz Marin v. California Marine Cleaning

Court	San Diego
Case No.	37-2018-00063483-CU-OE-CTL
Nature	Meal Break claims
Status	Settled

16. Christian Van Cleave v. Sunrise Senior Living Management

Court	San Diego
Case No.	37-2018-00061960-CU-OE-CTL 19CV0044BEN NLS
Nature	Regular rate and meal premium miscalculation
Status	Settled

17. Heather McIntyre v. JRR Enterprises

Court	Sacramento
Case No.	34-2019-00251220
Nature	Overtime and Meal and Rest Periods
Status	Settled

18. Lori Phipps v. Soapy Joe's

Court	San Diego
Case No.	37-2019-00017673-CU-OE-CTL
Nature	Tip Polling and Meal and Rest Periods
Status	Settled

19. Heather Broughton v. NFG San Francisco, LLC

Court	San Francisco
Case No.	CGC-19-574657
Nature	Meal and Rest Breaks
Status	Settled

20. Marcos Antonios v. Interface Rehab, LLC

Court	Orange County
Case No.	30-2019-01067547-CU-OE-CXC
Nature	Meal and Rest Breaks and Reporting Time Violations
Status	Settled

21. Tiffany Rodriguez v. Circle K

Court	Riverside
Case No.	RIC 1901407 5:19-cv-00469
Nature	Overtime Wage and Meal/Rest Break claims
Status	Settled

22. Derik Scott et al. v. Ultimate Performance

Court	Los Angeles
Case No.	19STCV22823
Nature	Piece Rate Pay violations
Status	Settled

23. Raymond Frazier v. Asa Carlton

Court	San Diego
Case No.	37-2019-00036147-CU-OE-CTL
Nature	Overtime Wages
Status	Settled

24. John Moreno v. Da Kitchen

Court	San Diego
Case No.	37-2019-00024885-CU-OE-CTL
Nature	Overtime Wage and Meal/Rest Break claims
Status	Settled

25. Penny Lane v. International Aero Clubs, LLC

Court	San Diego
Case No.	37-2019-00021793-CU-OE-CTL
Nature	Meal and Rest Breaks and Regular Rate Miscalculation
Status	Settled

26. Amber Price v. DMSD Restaurants

Court	San Diego
Case No.	37-2019-00024062-CU-OE-CTL
Nature	Meal and Rest Break violations
Status	Settled

27. Jamaal Johnson v. Volt Management Corp

Court	Los Angeles
Case No.	19STCV16466
Nature	On Duty Meal Break violations
Status	Settled

28. Ezzat Menias v. All American Private Security

Court	Orange County
Case No.	30-2019-01085120-CU-OE-CXC
Nature	On Duty Meal Break violations
Status	Settled

29. Mark Connor v. Ascendant Marketing

Court	San Diego
Case No.	37-2019-00026864-CU-OE-CTL
Nature	Minimum Wage violations
Status	Settled

30. Niki Nunez v. Home Depot

Court	San Joaquin
Case No.	STK-CV-406-2019-6656
Nature	Overtime Wages violations
Status	Settled

31. Alma Salazar v. Frontier Toyota

Court	Los Angeles
Case No.	19STCV20382
Nature	Rest Break violations
Status	Settled

32. Josefina Garces v. Kar Auction Services

Court	Los Angeles
Case No.	19STCV28489
Nature	Rest Break violations
Status	Settled

33. Madison Weiss v. Niznik Behavior

Court	San Diego
Case No.	37-2019-00039441-CU-OE-CTL
Nature	Meal and Rest Break violations
Status	Settled

34. Jimmy Mack v. ERM Enterprises

Court	Sacramento
Case No.	2019-00262259
Nature	Meal and Rest Break violations
Status	Settled

35. Josefina Garces v. DriverDo

Court	Los Angeles
Case No.	19STCV32773
Nature	Independent Contractor Misclassification
Status	In Litigation

36. Perseus Porras v. Tantalum Restaurant

Court	Los Angeles
Case No.	19STCV31015
Nature	Unpaid Wages + Missed Meal/Rest Breaks
Status	Settled

37. Dorcena Deutsch v. Scripps

Court	San Diego
Case No.	37-2019-00036333-CU-OE-CTL
Nature	Regular Rate Miscalculation for Nurses
Status	Settled

38. Josalyn O'Quinn v. Laugh Factory

Court	Los Angeles
Case No.	19STCV28155
Nature	Regular Rate Miscalculation, Wage Theft
Status	In Litigation

39. Nicholas Leon v. Miller Event Management

Court	San Luis Obispo
Case No.	19CV-0435
Nature	Meal/Rest Breaks, Reporting Time, 2802
Status	Settled

40. Aaris Watts v. TRL Systems

Court	Orange County
Case No.	30-2019-01102457-CU-OE-CXC
Nature	Meal/Rest Breaks, Reporting Time
Status	In Litigation

41. Faith Smith v. Island Pizza

Court	Contra Costa
Case No.	MSC19-01654
Nature	Meal/Rest Breaks, 226, 2802
Status	Settled

42. Johnathan Roa v. Otay Mesa Sales

Court	San Diego
Case No.	37-2019-00057735-CU-OE-CTL
Nature	Meal/Rest Breaks, 226
Status	In Litigation

43. Sabrina Ivon v. Sinclair Television of California

Court	Humboldt
Case No.	DR190699
Nature	Vaquero
Status	In Litigation

44. Jonathan Mitchell v. Mack Trucking

Court	San Bernardino
Case No.	CIVDS1928334
Nature	Independent Contractor Misclassification
Status	In Litigation

45. Curtis Edwards v. Resolve Group

Court	San Francisco
Case No.	CGC-19-579095
Nature	Meal & Rest Breaks + 2802
Status	In Litigation

46. Elena Kiseleva v. TotalMed Staffing, Inc

Court	Santa Clara
Case No.	19CV354635
Nature	Overtime + Meal and Rest Breaks
Status	Settled

47. Richard Jer Vang v. Bridge Property Management

Court	Alameda
Judge	Winfred Smith
Nature	Off the clock work, regular rate miscalc.
Status	Settled

48. Madison Marrero v. Stat Med

Court	Alameda
Case No.	HG19043214
Nature	Unpaid Overtime + Meal/Rest Breaks
Status	In Litigation

49. Brian Reyes v. Stowasser Buick-GMC

Court	Santa Barbara
Case No.	19CV06183
Nature	Vaquero
Status	Settled

50. Erik Foss v. Anderson Hospitality, Inc.

Court	Shasta
Case No.	195317
OPC	Wood Smith – Andrew Kleiner
Nature	Meal and Rest Breaks, Regular Rate
Status	In Litigation

51. Griselda Duran v. EmployBridge

Court	Kern
Case No.	BCV-20-101583
Nature	Regular Rate, 226
Status	In Litigation

52. Luis Rendon v. Healthcare Investments, Inc.

Court	Los Angeles
Case No.	20STCV39775
Nature	Meal and Rest Breaks
Status	In Litigation

53. Richard Melead v. TVI, Inc.

Court	Orange
Case No.	30-2020-01140887-CU-OE-CXC
Nature	Regular Rate, 226 (Magadia)
Status	In Litigation

54. David Spencer v. Asset Gas, Inc.

Court	San Diego
Case No.	37-2020-00024642-CU-OE-CTL
Nature	Meal and Rest Breaks
Status	Settled

55. Thomas Haven v. California Vocations, Inc.

Court	Butte
Case No.	20CV01514
Nature	Regular Rate + Meal and Rest Breaks
Status	In Litigation

56. Estefania Renteria v. Love's Country

Court	Kern
Case No.	BCV-20-101260
Nature	226
Status	In Litigation

57. Rachel Latin v. OneMain General Services Corp.

Court	Stanislaus
Case No.	CV-20-002498
Nature	Dart + Magadia
Status	In Litigation

58. Kalaina Dula v. 2 Kings Gaming, Inc.

Court	Merced
Case No.	#20CV-02289
Nature	Meal and Rest Breaks
Status	In Litigation

59. Jie Xu v. HT Multinational

Court	San Bernardino
Case No.	CIV-DS2015679
Nature	Exempt Misclassification
Status	In Litigation

60. Yvette Molina v. Hawaiian Airlines

Court	Los Angeles
Case No.	20STCV28079
Nature	Meal and Rest + Magadia
Status	In Litigation

61. Reinald Pillsbury v. T & T Restaurants CA

Court	Del Norte
Case No.	CVUJ-2020-1214
Nature	Meal/Rest Breaks + Regular Rate
Status	Settled

62. Luis de Jesus v. Guardian Angel Home Care

Court	San Diego
Case No.	37-2020-00021049-CU-OE-CTL
Nature	Piece-Rate
Status	In Litigation

63. Charles Sandlin v. Secure Nursing Services, Inc.

Court	Los Angeles
Case No.	20STCV25675
Nature	Regular Rate
Status	Settled

64. Gabriel Mendez v. Bondz, Inc.

Court	San Joaquin
Case No.	STK-CV-UOE-2020-0007486
Nature	Piece-Rate
Status	In Litigation

65. James Conley v. Siskiyou Forest Products

Court	Shasta
Case No.	195819
Nature	Regular Rate and Meal/Rest Breaks + 226
Status	In Litigation

66. Alex Castellanos v. Southwest Patrol

Court	San Diego
Case No.	37-2020-00024905-CU-OE-CTL
Nature	Augutus
Status	In Litigation

67. Damien Hampton v. Pegasus Investors

Court	Sacramento
Case No.	34-2020-00281394-CU-BT-GDS
Nature	Unlawful Housing
Status	In Litigation

68. Tamara Perkins v. FSEI

Court	Sacramento
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Case No.	34-2020-00287054
Nature	Regular Rate
Status	In Litigation

69. Rodney Stovall v. Javelin Logistics Company

Court	Alameda
Case No.	RG20075705
Nature	Meal / Rest Breaks
Status	In Litigation

70. Gabrielle Boyd v. Bluestone Lane Holdings, LLC

Court	San Francisco
Case No.	CGC-20-585787
Nature	Tip Pooling ; Magadia
Status	In Litigation

71. Elias Kaser v. Aviation Consultants, Inc.

Court	Orange County
Case No.	
Nature	Meal / Rest Breaks, Regular Rate
Status	Settled

72. Christopher Chacon v. Panda Motors, Inc.

Court	San Bernardino
Case No.	CIV DS2022220
Nature	Regular Rate
Status	In Litigation

73. Willie Lang v. Pathways

Court	San Diego
Case No.	37-2019-00049969
Nature	Off the Clock
Status	In Litigation

74. Norma Reyes v. Simpson Garden Grove, Inc.

Court	Orange
Case No.	30-2020-0117564-CU-OE-CJC
Nature	Meal / Rest Breaks
Status	Settled

75. Daniel Jacobs v. Rush Media Company

Court	Los Angeles
Case No.	20STCV32350
Nature	Independent Contractor Misclassification
Status	In Litigation

76. Luis Ledesma v. TVJ Sons I, Inc.

Court	Santa Barbara
Case No.	20CV03573
Nature	Vaquero
Status	In Litigation

77. Kevin Cianfarani v. Career Strategies Temporary, Inc. (MPI)

Court	Los Angeles
Case No.	
Nature	Off the clock work
Status	Settled

78. Hector Avitia v. LAZ Parking

Court	San Diego
Case No	37-2020-00030133-CU-OE-CTL
Nature	Magadia + Augustus
Status	In Litigation

79. Sukhraj Kaur v. ACES 2020, LLC

Court	Contra Costa
Case No.	C20-02482
Nature	Meal/Rest Breaks, 2802
Status	In Litigation

80. Boaventura v. Rei Do Gado

Court	Contra Costa
Case No.	37-2020-00032342-CU-OE-CTL
Nature	Meal/Rest Breaks, 2802
Status	In Litigation

81. James Rachal v. ELG Metals, Inc.

Court	Los Angeles
Case No.	20STCV45861
Nature	Meal/Rest Breaks, Regular Rate
Status	In Litigation

82. Evelyn Nwansi v. Princeton Healthcare Center, LLC

Court	Alameda
Case No.	RG20083664
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	In Litigation

83. Michael Ashlock v. Advantis Medical Staffing

Court	San Diego
Case No.	37-2020-00022305-CU-OE-CTL
Nature	Regular Rate
Status	Settled

84. Moe Popal v. Ameriprise Auto & Home Insurance

Court	Riverside
Case No.	RIC2000006
Nature	Exempt/Non-Exempt Misclassification
Status	Settled

85. Mark Williams v. Web to Door

Court	San Francisco
Case No.	
Nature	Meal and Rest Break + Regular Rate
Status	In Litigation

86. Jessica Barackman v. Teaz N Pleaz, Inc.

Court	El Dorado
Case No.	SC20200179
Nature	Meal/Rest Breaks, Seating
Status	In Litigation

87. Nicolas Neutall v. Urban Alchemy

Court	San Francisco
Case No.	CGC-20-588622
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	In Litigation

EXHIBIT 2

1 JEAN-CLAUDE LAPUYADE, ESQ. (SBN 248676)
2 **JCL LAW FIRM, APC**
3 3990 OLD TOWN AVENUE, SUITE C204
4 SAN DIEGO, CA 92110
5 TEL: 619-599-8292
6 FAX: 619-599-8291

7 **ZAKAY LAW GROUP, APLC**
8 SHANI O. ZAKAY (STATE BAR #277924)
9 3990 OLD TOWN AVENUE, SUITE C204
10 SAN DIEGO, CA 92110
11 TEL: (619) 255-9047
12 FAX: (858) 404-9203

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SUPERIOR COURT OF CALIFORNIA
COUNTY OF DEL NORTE

REINALD PILLSBURY, an individual, on
behalf of himself and on behalf of all persons
similarly situated,,

Plaintiff,

vs.

T & T RESTAURANTS CA, INC., a
Corporation; and DOES 1 through 50,
inclusive,,

Defendant.

Case No. CVUJ-20-1214

[Action Filed September 8, 2020]

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

*[Assigned for All Purposes to Judge Darren
McElfresh]*

1 This Stipulation of Class Action Settlement and Release of Claims is entered into by and
2 between Plaintiff REINALD PILLSBURY (hereinafter “Plaintiff”), individually and on behalf of
3 the Settlement Class, and Defendant T&T RESTAURANTS CA, INC. (hereinafter “Defendants”):

4 **I. DEFINITIONS**

- 5 A. “Action” shall mean *Pillsbury v. T&T Restaurants CA, Inc.*, currently pending in the
6 Superior Court for the County of Del Norte, Case No. CVUJ-20-1214 filed September
7 8, 2020, as a class action and representative action pursuant to the Private Attorney
8 General Act of 2004, Labor Code § 2698 *et seq.* (hereinafter, “PAGA”).
9
10 B. “Aggrieved Employees” shall mean all of Defendant’s current and former non-
11 exempt employees employed in California between June 26, 2019 and March 16,
12 2021.
13
14 C. “Agreement” or “Settlement Agreement” means this Stipulation of Settlement of
15 Class Action and Release of Claims.
16
17 D. “Class Counsel” shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC and
18 Shani Zakay of Zakay Law Group, APLC.
19
20 E. “Class Counsel Award” means the award of fees and expenses that the Court
21 authorizes to be paid to Class Counsel for the services they have rendered to Plaintiff
22 and the Class in the Action, consisting of attorneys’ fees currently not to exceed one-
23 third of the Total Settlement Amount currently estimated to be \$93,333 out of
24 \$280,000 plus costs and expenses not to exceed \$15,000.00. Class Counsel’s award
25 for attorneys’ fees will be divided equally between Class Counsel (50% to JCL Law
26 Firm, APC and 50% to Zakay Law Group, APLC).
27
28

- 1 F. "Class Data" means information regarding Settlement Class Members that Defendant
2 will in good faith compile from its records and provide to the Settlement
3 Administrator. It shall be formatted as a Microsoft Excel spreadsheet and shall
4 include: each Settlement Class Member's full name; last known address; Social
5 Security Number; start dates and end dates of employment, and number of
6 Workweeks as a Settlement Class Member during the Class Period and PAGA Period
7 and email address, if known.
8
- 9 G. "Class Period" means the period from September 8, 2016 and March 16, 2021.
10
- 11 H. "Class Representative Service Award" means the amount that the Court authorizes to
12 be paid to the Class Representative, in addition to her Individual Settlement Payment
13 and his pro-rata share of the PAGA Settlement, in recognition of his efforts and risks
14 in assisting with the prosecution of the Action and in exchange for executing a
15 General Release of Defendant.
16
- 17 I. "Class Representative" means Plaintiff REINALD PILLSBURY.
18
- 19 J. "Court" means the Superior Court for the State of California, County of Del Norte.
20
- 21 K. "Defendant" shall mean T&T RESTAURANTS CA, INC., a corporation.
22
- 23 L. "Effective Date" means the earliest date, following entry by the Court of an order
24 and judgment finally approving this Settlement, upon which one of the following have
25 occurred: (i) if no objection is filed to the settlement and no objector appears at the
26 hearing on final approval, the date of the Court's entry of the order granting final
27 approval, (ii) if an objection is filed to the settlement and/or an objector appears at the
28

1 hearing on final approval, then the earlier of the following: (a) the expiration of all
2 potential appeal periods without a filing of a notice of appeal of the final approval
3 order or judgment; (b) final affirmance of the final approval order and judgment by
4 an appellate court as a result of any appeal(s), or (c) final dismissal or denial of all
5 such appeals (including any petition for review, rehearing, certiorari, etc.) such that
6 the final approval order and judgment is no longer subject to further judicial review.
7

8 M. “Funding Date” shall mean fifteen (30) calendar days after the Effective Date and is
9 the date Defendant transfers the Total Settlement Amount into the QSF in accord with
10 the terms of this Agreement.
11

12 N. “Individual Settlement Payment” means the amount payable from the Net Settlement
13 Amount to each Settlement Class Member and excludes any amounts distributed to
14 Settlement Class Members pursuant to PAGA
15

16 O. “Net Settlement Amount” or “NSA” means the Total Settlement Amount, less Class
17 Counsel Award, Class Representative Service Award, PAGA Settlement, and
18 Settlement Administration Costs.
19

20 P. “Notice Packet” means the Class Notice to be provided to the Settlement Class
21 Members by the Settlement Administrator in the form set forth as Exhibit A to this
22 Agreement (other than formatting changes to facilitate printing by the Settlement
23 Administrator).
24

25 Q. “PAGA” means the California Labor Code Private Attorneys General Act of 2004,
26 Labor Code § 2698 *et seq.*
27
28

- 1 R. "PAGA Payment Ratio" means the respective Workweeks during the PAGA Period
2 for each Aggrieved Employee divided by the sum total of the Workweeks for all
3 Aggrieved Employees during the PAGA Period.
4
- 5 S. "PAGA Period" means the period between June 26, 2019 and March 16, 2021.
6
- 7 T. "PAGA Settlement" shall mean Ten Thousand Dollars (\$10,000.00) to be allocated
8 from the Total Settlement Amount.
9
- 10 U. "Parties" means Plaintiff and Defendant, collectively, and "Party" shall mean either
11 Plaintiff or Defendant, individually.
12
- 13 V. "Payment Ratio" means the respective Workweeks for each Settlement Class Member
14 divided by the sum total Workweeks for all Settlement Class Members.
15
- 16 W. "Plaintiff" shall mean REINALD PILLSBURY.
17
- 18 X. "QSF" means the Qualified Settlement Fund established, designated and maintained
19 by the Settlement Administrator to fund the Total Settlement Amount.
20
- 21 Y. "Released Claims" means all class claims alleged in the operative complaint in
22 *Pillsbury v. T&T Restaurants CA, Inc.* Case No. CVW-20-1214, including all claims,
23 requests for damages and penalties alleged therein, which occurred during the Class
24 Period, and expressly excluding all other claims, including claims for vested benefits,
25 wrongful termination, unemployment insurance, disability, social security, workers'
26 compensation, and class claims outside of the Class Period.
27
- 28 Z. "Released PAGA Claims" mean any and all PAGA Claims alleged in the operative

1 complaint and Plaintiff's notice to the LWDA which occurred during the PAGA
2 Period, and expressly excluding all other claims, including claims for vested benefits,
3 wrongful termination, unemployment insurance, disability, social security, workers'
4 compensation, and PAGA claims outside the PAGA Period.
5

6 AA. "Released Parties" means Defendant including past and present officers, directors,
7 employees, shareholders, owners, successors, attorneys, assigns, affiliates.
8

9 BB. "Response Deadline" means the date forty-five (45) days after the Settlement
10 Administrator mails Notice Packets to Settlement Class Members and the last date on
11 which Settlement Class Members may submit requests for exclusion or objections to
12 the Settlement.
13

14 CC. "Settlement" means the disposition of the Action pursuant to this Agreement.
15

16 DD. "Settlement Administrator" ILYM Group, Inc.. The Settlement Administrator
17 establishes, designates and maintains, as a QSF under Internal Revenue Code section
18 468B and Treasury Regulation section 1.468B-1, into which the amount of the Total
19 Settlement Amount is deposited for the purpose of resolving the claims of Settlement
20 Class Members. The Settlement Administrator shall maintain the funds until
21 distribution in an account(s) segregated from the assets of Defendant and any person
22 related to Defendant. *All accrued interest shall be paid and distributed to the*
23 *Settlement Class Members as part of their respective Individual Settlement*
24 *Payment.*
25

26 EE. "Settlement Class Members" or "Settlement Class" means all of Defendant's current
27 and former non-exempt employees employed in California September 8, 2016 and
28

March 16, 2021. The “Settlement Class Members” shall not include any person who submits a timely and valid request for exclusion as provided in this Agreement.

FF. “Total Settlement Amount” means Two Hundred and Eighty Thousand Dollars (\$280,000.00) that Defendant must pay into the QSF in connection with this Settlement, inclusive of the sum of the Individual Settlement Payments, the Class Representative Service Payment Awards, the Class Counsel Award, PAGA Settlement and the Settlement Administration Costs and *exclusive* of the employer’s share of payroll tax, if any, triggered by any payment under this Settlement.

GG. “Workweeks”, for purposes of calculating the distribution of the Net Settlement Amount, means the number of weeks of employment during the Class Period that each Settlement Class Member worked. The Settlement Administrator will calculate the number of Workweeks by calculating the number of days each Settlement Class Member was employed during the Class Period, dividing by seven (7), and rounding up to the nearest whole number. For purposes of distributing the PAGA Settlement to the Settlement Class, Workweeks means the number of weeks of employment for each Settlement Class Member during the PAGA Period.

II. RECITALS

A. On June 26, 2020, Plaintiff filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendant.

B. On September 8, 2020, Plaintiff filed a class action complaint in the Del Norte Superior Court for:

1. Unfair Competition in Violation of Bus. and Prof. Code §§ 17200;

2. failure to pay minimum wages in violation of California Labor Code sections 1194, 1197 and 1197.1;
3. failure to pay overtime wages in violation of California Labor Code sections 510 *et seq.*;
4. failure to provide required meal periods in violation of California Labor Code sections 226.7 and 512;
5. failure to provide required rest periods in violation of California Labor Code sections 226.7 and 512;
6. failure to reimburse employees for required business expenses in violation of California Labor Code section 2802;
7. failure to provide accurate itemized wage statements in violation of California Labor Code section 226; and
8. failure to provide wages when due in violation of California Labor Code sections 201, 202 and 203.
9. Violations of the Private Attorney General Act (“PAGA”) Labor Code §§ 2698 *et seq.*

C. Defendant has denied the allegations and all claims. However, the Parties agreed to resolve the dispute. On March 16, 2021, the Parties participated in mediation presided over by the Honorable Judge William Pate (Ret.), a respected jurist and mediator. Following the mediation, each side, represented by its respective counsel, were able

1 to agree to settle the Action based on a mediator's proposal which was memorialized
2 in the form of a Memorandum of Understanding.

3
4 D. This Agreement replaces and supersedes the Memorandum of Understanding and any
5 other agreements, understandings, or representations between the Parties. This
6 Agreement represents a compromise and settlement of highly disputed claims.
7 Nothing in this Agreement is intended or will be construed as an admission by
8 Defendant that the claims in the Action of Plaintiff or the Settlement Class Members
9 have merit or that Defendant bears any liability to Plaintiff or the Class on those
10 claims or any other claims, or as an admission by Plaintiff that Defendant's defenses
11 in the Action have merit. The Parties agree to certification of the Class for purposes
12 of this Settlement only. If for any reason the settlement does not become effective,
13 Defendant reserves the right to contest certification of any class for any reason and
14 reserves all available defenses to the claims in the Action.
15
16

17 Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

18
19 **III. TERMS OF AGREEMENT**

20 A. Settlement Consideration and Settlement Payments by Defendant.

21 1. Settlement Consideration. In full and complete settlement of the Action, and
22 in exchange for the releases set forth below, Defendant will pay the sum of
23 the Individual Settlement Payments, the Class Representative Service Award,
24 the Class Counsel Award, PAGA Settlement, and the Settlement
25 Administration Costs, as specified in this Agreement, equal to the Total
26 Settlement Amount of Two Hundred and Eighty Thousand Dollars
27
28

1 (\$280,000.00). The Parties agree that this is a non-reversionary Settlement and
2 that no portion of the Total Settlement Amount shall revert to Defendant.
3 Other than the Defendant's share of employer payroll taxes, or as otherwise
4 specified in the Agreement, Defendant shall not be required to pay more or
5 less than the Total Settlement Amount, except as provided for hereinbelow.
6

7 2. Class Size. At the time of mediation, Defendant estimated that the Settlement
8 Class was comprised of 345 individuals that collectively worked
9 approximately 11,600 Workweeks during the Class Period. In regard hereto,
10 Defendant will provide a declaration under penalty of perjury confirming the
11 number of Class Members and data regarding Workweeks they worked during
12 the Class Period prior to the filing of the motion for preliminary approval. If,
13 at the time of Defendant's declaration, the actual number of Class Members
14 is 10% higher than the 345 (i.e., greater than 380), the Gross Settlement
15 Amount shall increase proportionally with each Class Member at a rate of
16 \$811.59 per additional Class Member.
17

18
19 3. Settlement Payment. Defendant and the Released Parties, and each of them,
20 are jointly and severally liable for payment of the Total Settlement Amount.
21 Defendant shall pay, via wire transfer, the Total Settlement Amount to the
22 Settlement Administrator on the Funding Date:
23

24 4. Defendant's Share of Payroll Taxes. Defendant's share of employer side
25 payroll taxes is in addition to the Total Settlement Amount and shall be paid
26 by Defendant within ten (10) calendar days of request by the Settlement
27 Administrator.
28

1 B. Release by Settlement Class Members. As of the Funding Date, in exchange for the
2 consideration set forth in this Agreement, Plaintiff and the Settlement Class Members
3 release the Released Parties from the Released Claims for the Class Period.

4 C. Release by the Aggrieved Employees. As of the Funding Date, in exchange for the
5 consideration set forth in this Agreement, the Plaintiff, the LWDA and the State of
6 California release the Released Parties from the PAGA Released Claims for the PAGA
7 Period.
8

9 D. General Release by Plaintiff.

10
11 1. As of the Funding Date, in consideration for the consideration set forth in
12 this Agreement, Plaintiff, for himself, waives, releases, acquits and forever
13 discharges the Released Parties from any and all claims, actions, charges,
14 complaints, grievances and causes of action, of whatever nature, whether known or
15 unknown, which exist or may exist on their behalf as of the date of this Agreement,
16 including but not limited to any and all tort claims, contract claims, wage claims,
17 wrongful termination claims, disability claims, benefit claims, public policy claims,
18 retaliation claims, statutory claims, personal injury claims, emotional distress
19 claims, invasion of privacy claims, defamation claims, fraud claims, quantum meruit
20 claims, and any and all claims arising under any federal, state or other governmental
21 statute, law, regulation or ordinance, including, but not limited to claims for
22 violation of the Fair Labor Standards Act, the California Labor Code, the Wage
23 Orders of California's Industrial Welfare Commission, other state wage and hour
24 laws, the Americans with Disabilities Act, the Age Discrimination in Employment
25 Act (ADEA), the Employee Retirement Income Security Act, Title VII of the Civil
26 Rights Act of 1964, the California Fair Employment and Housing Act, the
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1 California Family Rights Act, the Family Medical Leave Act, California's
2 Whistleblower Protection Act, California Business & Professions Code Section
3 17200 et seq., and any and all claims arising under any federal, state or other
4 governmental statute, law, regulation or ordinance. Plaintiff also waives and
5 relinquishes any and all claims, rights or benefits that they may have under
6 California Civil Code § 1542, which provides as follows:
7

8 ***A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE***
9 ***CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO***
10 ***EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE***
11 ***RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE***
12 ***MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE***
13 ***DEBTOR OR RELEASED PARTY.***
14

15
16 Plaintiff is a creditor and/or "releasing party" within the meaning of Civil Code §
17 1542. Plaintiff may discover claims or facts in addition to, or different from, those
18 which he now knows or believes to exist, but Plaintiff expressly agrees to fully,
19 finally and forever settle and release any and all claims against the Released Parties,
20 known or unknown, suspected or unsuspected, which exist or may exist on behalf of
21 or against the other at the time of execution of this Agreement, including, but not
22 limited to, any and all claims relating to or arising from Plaintiff's employment with
23 Defendant. The Parties further acknowledge, understand, and agree that this
24 representation and commitment is essential to the Agreement and that this
25 Agreement would not have been entered into were it not for this representation and
26 commitment.
27
28

1 E. Conditions Precedent: This Settlement will become final and effective only upon the
2 occurrence of all of the following events:

- 3 1. The Court enters an order granting preliminary approval of the Settlement;
- 4 2. The Court enters an order granting final approval of the Settlement and a Final
5 Judgment;
- 6 3. If an objector appears at the final approval hearing, the time for appeal of the
7 Final Judgment and Order Granting Final Approval of Class Action
8 Settlement expires; or, if an appeal is timely filed, there is a final resolution of
9 any appeal from the Judgment and Order Granting Final Approval of Class
10 Action Settlement; and
- 11 4. Defendant fully funds the Total Settlement Amount.

12 F. Nullification of Settlement Agreement. In the event that this Settlement Agreement is
13 not preliminarily or finally approved by the Court, fails to become effective, or is
14 reversed, withdrawn or modified by the Court, or in any way prevents or prohibits
15 Defendant from obtaining a complete resolution of the Released Claims:

- 16 1. This Settlement Agreement shall be void *ab initio* and of no force or effect,
17 and shall not be admissible in any judicial, administrative or arbitral
18 proceeding for any purpose or with respect to any issue, substantive or
19 procedural;
- 20 2. The conditional class certification (obtained for any purpose) shall be void *ab*
21 *initio* and of no force or effect, and shall not be admissible in any judicial,
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1 administrative or arbitral proceeding for any purpose or with respect to any
2 issue, substantive or procedural; and
3

4 3. None of the Parties to this Settlement will be deemed to have waived any
5 claims, objections, defenses or arguments in the Action, including with respect
6 to the issue of class certification.
7

8 G. Certification of the Settlement Class. The Parties stipulate to conditional class
9 certification of the Settlement Class for the Class Period for purposes of settlement
10 only. In the event that this Settlement is not approved by the Court, fails to become
11 effective, or is reversed, withdrawn or modified by the Court, or in any way prevents
12 or prohibits Defendant from obtaining a complete resolution of the Released Claims,
13 the conditional class certification (obtained for any purpose) shall be void *ab initio* and
14 of no force or effect, and shall not be admissible in any judicial, administrative or
15 arbitral proceeding for any purpose or with respect to any issue, substantive or
16 procedural.
17

18
19 H. Tax Liability. The Parties make no representations as to the tax treatment or legal
20 effect of the payments called for, and Settlement Class Members are not relying on
21 any statement or representation by the Parties in this regard. Settlement Class
22 Members understand and agree that they will be responsible for the payment of any
23 taxes and penalties assessed on the Individual Settlement Payments described and will
24 be solely responsible for any penalties or other obligations resulting from their
25 personal tax reporting of Individual Settlement Payments.
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1 I. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,
2 the “acknowledging party” and each Party to this Agreement other than the
3 acknowledging party, an “other party”) acknowledges and agrees that: (1) no provision
4 of this Agreement, and no written communication or disclosure between or among the
5 Parties or their attorneys and other advisers, is or was intended to be, nor shall any
6 such communication or disclosure constitute or be construed or be relied upon as, tax
7 advice within the meaning of United States Treasury Department circular 230 (31 CFR
8 part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his,
9 her or its own, independent legal and tax counsel for advice (including tax advice) in
10 connection with this Agreement, (b) has not entered into this Agreement based upon
11 the recommendation of any other Party or any attorney or advisor to any other Party,
12 and (c) is not entitled to rely upon any communication or disclosure by any attorney
13 or adviser to any other party to avoid any tax penalty that may be imposed on the
14 acknowledging party, and (3) no attorney or adviser to any other Party has imposed
15 any limitation that protects the confidentiality of any such attorney’s or adviser’s tax
16 strategies (regardless of whether such limitation is legally binding) upon disclosure by
17 the acknowledging party of the tax treatment or tax structure of any transaction,
18 including any transaction contemplated by this Agreement.
19
20
21

22 J. Preliminary Approval Motion. At the earliest practicable time, Plaintiff shall file with
23 the Court a Motion for Order Granting Preliminary Approval and supporting papers,
24 which shall include this Settlement Agreement.
25

26 K. Settlement Administrator. The Settlement Administrator shall be responsible for:
27 establishing and administering the QSF; calculating, processing and mailing payments
28

1 to the Class Representatives, Class Counsel, LWDA and Settlement Class Members;
2 printing, mailing and emailing the Notice Packets to the Settlement Class Members as
3 directed by the Court; establishing and maintaining the a landing page hosted on its
4 website to containing information about the Settlement; receiving and reporting the
5 objections and requests for exclusion; calculating, deducting and remitting all legally
6 required taxes from Individual Settlement Payments and distributing tax forms for the
7 Wage Portion and Non-Wage Portion of the Individual Settlement Payments;
8 processing and mailing tax payments to the appropriate state and federal taxing
9 authorities; providing declaration(s) as necessary in support of preliminary and/or final
10 approval of this Settlement; posting notice of entry of judgment on its website; and
11 other tasks as the Parties mutually agree or the Court orders the Settlement
12 Administrator to perform. The Settlement Administrator shall keep the Parties timely
13 apprised of the performance of all Settlement Administrator responsibilities by among
14 other things, sending a weekly status report to the Parties' counsel stating the date of
15 the mailing, the of number of Elections Not to Participate in Settlement it receives
16 (including the numbers of valid and deficient), and number of objections received.
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20 L. Notice Procedure.

- 21
22 1. Class Data. No later than fourteen (14) calendar days after the Preliminary
23 Approval Date, Defendant shall provide the Settlement Administrator with the
24 Class Data for purposes of preparing and mailing Notice Packets to Settlement
25 Class Members. Defendant shall verify the start and end dates of employment
26 the total number of Workweeks at the time Class Data is provided to the
27 Settlement Administer.
28

1 2. Notice Packets.

2
3 a) The Notice Packet shall contain the Notice of Class Action Settlement
4 in a form substantially similar to the form attached as Exhibit A. The
5 Notice of Class Action Settlement shall inform Settlement Class
6 Members that they need not do anything in order to receive an
7 Individual Settlement Payment and to keep the Settlement
8 Administrator apprised of their current mailing address, to which the
9 Individual Settlement Payments will be mailed following the Funding
10 Date. The Notice of Class Action Settlement shall set forth the release
11 to be given by all members of the Settlement Class who do not request
12 to be excluded from the Settlement Class in exchange for an Individual
13 Settlement Payment, the number of Workweeks worked by each
14 Settlement Class Member during the Class Period, and the estimated
15 amount of their Individual Settlement Payment if they do not request
16 to be excluded from the Settlement. The Settlement Administrator
17 shall use the Class Data to determine Class Members' Workweeks.

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19
20 b) The Notice Packet's mailing envelope shall include the following
21 language: "IMPORTANT LEGAL DOCUMENT- YOU MAY BE
22 ENTITLED TO PARTICIPATE IN A CLASS ACTION
23 SETTLEMENT; A PROMPT REPLY TO CORRECT YOUR
24 ADDRESS IS REQUIRED AS EXPLAINED IN THE ENCLOSED
25 NOTICE."
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1 3. Notice by First Class U.S. Mail and Email. Upon receipt of the Class Data,
2 the Settlement Administrator will perform a search based on the National
3 Change of Address Database to update and correct any known or identifiable
4 address changes. No later than fourteen (14) calendar days after receiving the
5 Class Data from Defendant, the Settlement Administrator shall mail and email
6 copies of the Notice Packet to all Settlement Class Members via regular First-
7 Class U.S. Mail and electronic mail. The Settlement Administrator shall
8 exercise its best judgment to determine the current mailing address for each
9 Settlement Class Member. The address identified by the Settlement
10 Administrator as the current mailing address shall be presumed to be the best
11 mailing address for each Settlement Class Member.
12

13
14 4. Undeliverable Notices. Any Notice Packets returned to the Settlement
15 Administrator as non-delivered on or before the Response Deadline shall be
16 re-mailed to any forwarding address provided. If no forwarding address is
17 provided, the Settlement Administrator shall promptly attempt to determine a
18 correct address by lawful use of skip-tracing, or other search using the name,
19 address and/or Social Security number of the Settlement Class Member
20 involved, and shall then perform a re-mailing, if another mailing address is
21 identified by the Settlement Administrator. In addition, if any Notice Packets,
22 which are addressed to Settlement Class Members who are currently
23 employed by Defendant, are returned to the Settlement Administrator as non-
24 delivered and no forwarding address is provided, the Settlement Administrator
25 shall notify Defendant. Defendant will request that the currently employed
26 Settlement Class Member provide a corrected address, and transmit to the
27 Settlement Class Member provide a corrected address, and transmit to the
28

1 Administrator any corrected address provided by the Settlement Class
2 Member. Settlement Class Members who received a re-mailed Notice Packet
3 shall have their Response Deadline extended fifteen (15) days from the
4 original Response Deadline.
5

6 5. Disputes Regarding Individual Settlement Payments. Settlement Class
7 Members will have the opportunity, should they disagree with Defendant's
8 records regarding the start and end dates of employment while paid on a draw,
9 as stated on their Employment Information Sheet, to provide documentation
10 and/or an explanation to show contrary dates. If there is a dispute, the
11 Settlement Administrator will consult with the Parties to determine whether
12 an adjustment is warranted. The Settlement Administrator shall determine the
13 eligibility for, and the amounts of, any Individual Settlement Payments under
14 the terms of this Agreement. The Settlement Administrator's determination
15 of the eligibility for and amount of any Individual Settlement Payment shall
16 be binding upon the Settlement Class Member and the Parties.
17
18

19 6. Disputes Regarding Administration of Settlement. Any disputes not resolved
20 by the Settlement Administrator concerning the administration of the
21 Settlement will be resolved by the Court under the laws of the State of
22 California. Before any such involvement of the Court, counsel for the Parties
23 will confer in good faith to resolve the disputes without the necessity of
24 involving the Court.
25
26

27 7. Exclusions. The Notice of Class Action Settlement contained in the Notice
28 Packet shall state that Settlement Class Members who wish to exclude

1 themselves from the Settlement must submit a written request for exclusion
2 by the Response Deadline. The written request for exclusion must state that
3 the Settlement Class Member wishes to exclude himself or herself from the
4 Settlement and (1) must contain the name, address, and the last four digits of
5 the Social Security number of the person requesting exclusion; (2) must be
6 signed by the Settlement Class Member; (3) must be postmarked or fax
7 stamped by the Response Deadline and returned to the Settlement
8 Administrator at the specified address or fax telephone number; and (4)
9 contain a typewritten or handwritten notice stating in substance: "I wish to
10 opt out of the settlement of the class action lawsuit entitled *Pillsbury v. T&T*
11 *Restaurants CA, Inc.*, currently pending in the Superior Court for the County
12 of Del Norte, Case No. CVUJ-20-1214. I understand that by requesting to be
13 excluded from the settlement, I will receive no money from the Settlement
14 described in this Notice." The request for exclusion will not be valid if it is
15 not timely submitted, if it is not signed by the Settlement Class Member, or if
16 it does not contain the name and address and last four digits of the Social
17 Security number of the Settlement Class Member. The date of the postmark
18 on the mailing envelope or fax stamp on the request for exclusion shall be the
19 exclusive means used to determine whether the request for exclusion was
20 timely submitted. Any Settlement Class Member who requests to be excluded
21 from the Settlement Class will not be entitled to an Individual Settlement
22 Payment and will not be otherwise bound by the terms of the Settlement or
23 have any right to object, appeal or comment thereon. However, any
24 Settlement Class Member that submits a timely request for exclusion that is
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1 also a member of the Aggrieved Employees will still receive their pro rata
2 share of the PAGA Settlement, as specified below, and in consideration, will
3 be bound by the Release by the Aggrieved Employees as set forth herein.
4 Settlement Class Members who fail to submit a valid and timely written
5 request for exclusion on or before the Response Deadline shall be bound by
6 all terms of the Settlement and any final judgment entered in this Action if the
7 Settlement is approved by the Court. No later than fourteen (14) calendar days
8 after the Response Deadline, the Settlement Administrator shall provide
9 counsel for the Parties with a final list of the Settlement Class Members who
10 have timely submitted written requests for exclusion. At no time shall any of
11 the Parties or their counsel seek to solicit or otherwise encourage members of
12 the Settlement Class to submit requests for exclusion from the Settlement.
13
14

- 15 8. Objections. The Notice of Class Action Settlement contained in the Notice
16 Packet shall state that Settlement Class Members who wish to object to the
17 Settlement must mail to the Settlement Administrator a written statement of
18 objection (“Notice of Objection”) by the Response Deadline. The postmark
19 date of mailing shall be deemed the exclusive means for determining that a
20 Notice of Objection was served timely. The Notice of Objection must be
21 signed by the Settlement Class Member and state: (1) the case name and
22 number; (2) the name of the Settlement Class Member; (3) the address of the
23 Settlement Class Member; (4) the last four digits of the Settlement Class
24 Member’s Social Security number; (4) the basis for the objection; and (5) if
25 the Settlement Class Member intends to appear at the Final
26 Approval/Settlement Fairness Hearing. Settlement Class Members who fail
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1 to make objections in writing in the manner specified above may make their
2 objections orally at the Final Approval/Settlement Fairness Hearing with the
3 Court's permission. Settlement Class Members will have a right to appear at
4 the Final Approval/Settlement Fairness Hearing in order to have their
5 objections heard by the Court. At no time shall any of the Parties or their
6 counsel seek to solicit or otherwise encourage Settlement Class Members to
7 file or serve written objections to the Settlement or appeal from the Order and
8 Final Judgment. Settlement Class Members who submit a written request for
9 exclusion may not object to the Settlement.
10
11

12 M. Funding and Allocation of the Total Settlement Amount. Defendant is required to pay
13 the Total Settlement Amount on or before the Funding Date, plus any employer's share
14 of payroll taxes as mandated by law within the time specified herein.
15

16 1. Individual Settlement Payments. Individual Settlement Payments shall be
17 paid from the Net Settlement Amount and shall be paid pursuant to the
18 formula set forth below.
19

20 a) Calculation of Individual Settlement Payments. Using the Class Data,
21 the Settlement Administrator shall add up the total number of
22 Workweeks for all¹ Settlement Class Members. The respective
23 Workweeks for each Settlement Class Member will be divided by the
24 total Workweeks for all Settlement Class Members, resulting in the
25 Payment Ratio for each Settlement Class Member. Each Settlement
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1 Class Member's Payment Ratio will then be multiplied by the Net
2 Settlement Amount to calculate each Settlement Class Member's
3 estimated Individual Settlement Payments. Each Individual
4 Settlement Payment will be reduced by any legally mandated
5 employee tax withholdings (e.g., employee payroll taxes, etc.).
6 Individual Settlement Payments for Class Members who submit valid
7 and timely requests for exclusion will be redistributed to Settlement
8 Class Members who do not submit valid and timely requests for
9 exclusion on a pro rata basis based on their respective Payment Ratios.
10

11
12 b) Calculation of Individual Payments to the Aggrieved Employees.

13 Using the Class Data, the Settlement Administrator shall add up the
14 total number of Workweeks for all Aggrieved Employees during the
15 PAGA Period. The respective Workweeks for each Aggrieved
16 Employee will be divided by the total Workweeks for all Aggrieved
17 Employees, resulting in the "PAGA Payment Ratio" for each
18 Aggrieved Employee. Each Aggrieved Employee's PAGA Payment
19 Ratio will then be multiplied by the Aggrieved Employee Payment to
20 calculate each Aggrieved Employee's estimated Individual PAGA
21 Settlement.
22

23
24 c) Allocation of Individual Settlement Payments. For tax purposes,
25 Individual Settlement Payments shall be allocated and treated as
26 follows: 15% as wages ("Wage Portion"); 85% as penalties and
27 interest ("Non-Wage Portion"). The Wage Portion is subject to wage
28

1 withholdings and shall be reported on IRS Form W-2. The Non-Wage
2 Portion shall not be subject to wage withholdings and shall be reported
3 on IRS Form 1099.
4

5 d) Allocation of Aggrieved Employee Payments. For tax purposes,
6 Aggrieved Employee Settlement Payments shall be allocated and
7 treated as 100% penalties and shall be reported on IRS Form 1099.
8

9 e) Mailing. Individual Settlement Payments and Aggrieved Employee
10 Payments shall be mailed by regular First-Class U.S. Mail to
11 Settlement Class Members' last known mailing address no later than
12 fifteen (15) calendar days after the Funding Date.
13

14 f) Expiration. Any checks issued to Settlement Class Members shall
15 remain valid and negotiable for one hundred and eighty (180) days
16 from the date of their issuance. If a Settlement Class Member does not
17 cash his or her settlement check within 90 days, the Settlement
18 Administrator will send a letter to such persons, advising that the
19 check will expire after the 180th day, and invite that Settlement Class
20 Member to request reissuance in the event the check was destroyed,
21 lost or misplaced. In the event an Individual Settlement Payment
22 check has not been cashed within one hundred and eighty (180) days,
23 all funds represented by such uncashed checks, plus any interest
24 accrued thereon, shall be distributed consistent with California Code
25 of Civil Procedure Section 384 as follows: to Del Norte Habitat for
26 Humanity, P.O Box 993, Crescent City, CA 95531-0993 Neither Class
27
28

Counsel nor Defendant's counsel, or the respective Parties has any interest, pecuniary or otherwise, in Del Norte Habitat for Humanity. Should the Court decline to approve Del Norte Habitat for Humanity as the recipient of uncashed funds, the Parties agree that the Court, in its discretion, will appoint a children advocacy institute of its choice.

2. Class Representative Service Award. In addition to the Individual Settlement Payment to be paid to Plaintiff, Plaintiff will apply to the Court for an award of not more than \$7,500 as the Class Representative Service Award. Defendant will not oppose a Class Representative Service Award of no more than \$7,500 for Plaintiff. The Settlement Administrator shall pay the Class Representative Service Award, either in the amount stated herein if approved by the Court or some other amount as approved by the Court, to Plaintiff from the Total Settlement Amount no later than ten (10) calendar days after the Funding Date. Any portion of the requested Class Representative Service Award that is not awarded to the Class Representatives shall be part of the Net Settlement Amount and shall be distributed to Settlement Class Members as provided in this Agreement. The Settlement Administrator shall issue an IRS Form 1099 — MISC to Plaintiff for her Class Representative Service Award. Plaintiff shall be solely and legally responsible to pay any and all applicable taxes on his Class Representative Service Award and shall hold harmless the Released Parties from any claim or liability for taxes, penalties, or interest arising as a result of the Class Representative Service Awards. The Class Representative Service Award shall be in addition to Plaintiff's Individual Settlement Payment as a Settlement Class Member. Approval of this

1 Settlement shall not be conditioned on Court approval of the requested amount
2 of the Class Representative Service Award. In the event that the Court reduces
3 or does not approve the requested Class Representative Service Award,
4 Plaintiff shall not have the right to revoke the Settlement, and it will remain
5 binding.
6

7 3. Class Counsel Award. Defendant understands a motion by Class Counsel for
8 attorneys' fees not to exceed one-third of the Total Settlement Amount
9 currently estimated to be \$93,333 plus costs and expenses supported by
10 declaration not to exceed Fifteen Thousand Dollars (\$15,000.00), from the
11 Total Settlement Amount will be filed. Any portion of the requested Class
12 Counsel Award that is not awarded to Class Counsel shall be part of the Net
13 Settlement Amount and shall be distributed to Settlement Class Members as
14 provided in this Agreement. The Settlement Administrator shall allocate and
15 pay the Class Counsel Award to Class Counsel from the Total Settlement
16 Amount no later than five (5) calendar days after the Funding Date. Class
17 Counsel shall be solely and legally responsible to pay all applicable taxes on
18 the payment made pursuant to this paragraph. The Settlement Administrator
19 shall issue an IRS Form 1099 — MISC to Class Counsel for the payments
20 made pursuant to this paragraph. In the event that the Court reduces or does
21 not approve the requested Class Counsel Award, Plaintiffs and Class Counsel
22 shall not have the right to revoke the Settlement, or to appeal such order, and
23 the Settlement will remain binding.
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1 4. PAGA Settlement. Ten Thousand Dollars (\$10,000) shall be allocated from
2 the Total Settlement Amount for settlement of claims for civil penalties under
3 the Private Attorneys General Act of 2004 (“PAGA Settlement”). The
4 Settlement Administrator shall pay seventy-five percent (75%) of the PAGA
5 Settlement (\$7,500) to the California Labor and Workforce Development
6 Agency no later than twenty-five (25) calendar days after the Funding Date
7 (hereinafter “LWDA Payment”). Twenty-five (25%) of the PAGA Settlement
8 (\$2,500) will be distributed to the Aggrieved Employees as described in this
9 Agreement (hereinafter “Aggrieved Employee Payment”). For purposes of
10 distributing the PAGA Settlement to the Aggrieved Employees, each
11 Aggrieved Employee shall receive their pro-rata share of the Aggrieved
12 Employee Payment using the PAGA Payment Ratio as defined above.

13
14
15 5. Settlement Administration Costs. The Settlement Administrator shall be paid
16 for the costs of administration of the Settlement from the Total Settlement
17 Amount. The estimate of the Settlement Administration Costs is \$9,631.93.
18 The Settlement Administrator shall be paid the Settlement Administration
19 Costs no later than thirty (30) calendar days after the Funding Date.

20
21 N. Final Approval Motion. Class Counsel and Plaintiff shall use best efforts to file with
22 the Court a Motion for Order Granting Final Approval and Entering Judgment, within
23 twenty-eight (28) days following the expiration of the Response Deadline, which
24 motion shall request final approval of the Settlement and a determination of the
25 amounts payable for the Class Representative Service Award, the Class Counsel
26 Award, the PAGA Settlement, and the Settlement Administration Costs.
27
28

1 1. Declaration by Settlement Administrator. No later than fourteen (14) days
2 after the Response Deadline, the Settlement Administrator shall submit a
3 declaration in support of Plaintiffs' motion for final approval of this
4 Settlement detailing the number of Notice Packets mailed and re-mailed to
5 Settlement Class Members, the number of undeliverable Notice Packets, the
6 number of timely requests for exclusion, the number of objections received,
7 the amount of the average Individual Settlement Payment and highest
8 Individual Settlement Payment, the Settlement Administration Costs, and any
9 other information as the Parties mutually agree or the Court orders the
10 Settlement Administrator to provide.

11
12
13 2. Final Approval Order and Judgment. Class Counsel shall present an Order
14 Granting Final Approval of Class Action Settlement to the Court for its
15 approval, and Judgment thereon, at the time Class Counsel files the Motion
16 for Final Approval.

17
18 N. Defendant's Option to Revoke Settlement. Defendant has the unilateral right to
19 revoke the Settlement and Defendant shall have, in its sole discretion, the option to
20 terminate this Settlement if, after the Response Deadline, the number of Settlement
21 Class Members who submitted timely and valid written requests for exclusion from
22 the Settlement is at least ten percent (10%) of all Settlement Class Members. If
23 Defendant exercises the option to terminate this Settlement, Defendant shall: (a)
24 provide written notice to Class Counsel within ten (10) calendar days after (i)
25 providing the Class Data to the Settlement Administrator or (ii) the Settlement
26 Administrator provides information regarding opt outs (which is to occur no later than
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fourteen (14) calendar days after the Response Deadline, and (b) pay all Settlement Administration Costs incurred up to the date or as a result of the termination; and the Parties shall proceed in all respects as if this Agreement had not been executed.

O. Review of Motions for Preliminary and Final Approval. Class Counsel will provide an opportunity for Counsel for Defendant to review the Motions for Preliminary and Final Approval, including the Order Granting Final Approval of Class Action Settlement, and Judgment before filing with the Court. The Parties and their counsel will cooperate with each other and use their best efforts to affect the Court's approval of the Motions for Preliminary and Final Approval of the Settlement, and entry of Judgment.

P. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts to implement the Settlement.

Q. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action, except such proceedings necessary to implement and complete the Settlement, pending the Final Approval/Settlement Fairness Hearing to be conducted by the Court

R. Amendment or Modification. This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest.

S. Entire Agreement. This Agreement and any attached Exhibit constitute the entire Agreement among these Parties, and no oral or written representations, warranties or inducements have been made to any Party concerning this Agreement or its Exhibit other than the representations, warranties and covenants contained and memorialized in this Agreement and its Exhibit.

- 1 T. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
2 represent they are expressly authorized by the Parties whom they represent to negotiate
3 this Agreement and to take all appropriate Action required or permitted to be taken by
4 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other
5 documents required to effectuate the terms of this Agreement. The persons signing
6 this Agreement on behalf of Defendant represents and warrants that he/she is
7 authorized to sign this Agreement on behalf of Defendant. Plaintiff represents and
8 warrants that he is authorized to sign this Agreement and that he/she has not assigned
9 any claim, or part of a claim, covered by this Settlement to a third-party.
10
11
12 U. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure
13 to the benefit of, the successors or assigns of the Parties, as previously defined.
14
15 V. California Law Governs. All terms of this Agreement and the Exhibit and any disputes
16 shall be governed by and interpreted according to the laws of the State of California.
17
18 W. Counterparts. This Agreement may be executed in one or more counterparts. All
19 executed counterparts and each of them shall be deemed to be one and the same
20 instrument provided that counsel for the Parties to this Agreement shall exchange
21 among themselves copies or originals of the signed counterparts.
22
23 X. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this Settlement
24 is a fair, adequate and reasonable settlement of this Action and have arrived at this
25 Settlement after extensive arms-length negotiations, taking into account all relevant
26 factors, present and potential.
27
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1 Y. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with
2 respect to the interpretation, implementation and enforcement of the terms of this
3 Agreement and all orders and judgments entered in connection therewith, and the
4 Parties and their counsel submit to the jurisdiction of the Court for purposes of
5 interpreting, implementing and enforcing the settlement and all orders and judgments
6 entered in connection with this Agreement.
7

8 Z. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
9 the Court shall first attempt to construe the provisions valid to the fullest extent
10 possible consistent with applicable precedents so as to define all provisions of this
11 Agreement valid and enforceable.
12

13 AA. No Unalleged Claims. Plaintiff and Class Counsel represent that they do not currently
14 intend to pursue any claims against the Released Parties, including, but not limited to,
15 any and all claims relating to or arising from Plaintiff's employment with Defendant,
16 regardless of whether Class Counsel is currently aware of any facts or legal theories
17 upon which any claims or causes of action could be brought against Released Parties,
18 including those facts or legal theories alleged in the operative complaint in this Action.
19 The Parties further acknowledge, understand and agree that this representation is
20 essential to the Agreement and that this Agreement would not have been entered into
21 were it not for this representation.
22

23 BB. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class
24 certification for purposes of this settlement only.
25
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1 CC. No Admissions by the Parties. Plaintiff has claimed and continue to claim that the
2 Released Claims have merit and give rise to liability on the part of Defendant.
3 Defendant claims that the Released Claims have no merit and do not give rise to
4 liability. This Agreement is a compromise of disputed claims. Nothing contained in
5 this Agreement and no documents referred to and no action taken to carry out this
6 Agreement may be construed or used as an admission by or against the Defendant or
7 Plaintiffs or Class Counsel as to the merits or lack thereof of the claims asserted. Other
8 than as may be specifically set forth herein, each Party shall be responsible for and
9 shall bear its/his own attorney's fees and costs.
10

11
12 IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

13
14 DATED: Jun 22, 2021

Reinald pillsbury
Reinald pillsbury (Jun 22, 2021 17:55 PDT)
REINALD PILLSBURY

15
16
17 IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANTS:

18
19 DATED: _____

T&T RESTAURANTS CA, INC.

20
21 _____
Printed Name

22
23 _____
Title

24
25
26
27 IT IS SO AGREED AS TO FORM BY COUNSEL:
28

1 CC. No Admissions by the Parties. Plaintiff has claimed and continue to claim that the
2 Released Claims have merit and give rise to liability on the part of Defendant.
3 Defendant claims that the Released Claims have no merit and do not give rise to
4 liability. This Agreement is a compromise of disputed claims. Nothing contained in
5 this Agreement and no documents referred to and no action taken to carry out this
6 Agreement may be construed or used as an admission by or against the Defendant or
7 Plaintiffs or Class Counsel as to the merits or lack thereof of the claims asserted. Other
8 than as may be specifically set forth herein, each Party shall be responsible for and
9 shall bear its/his own attorney's fees and costs.
10

11
12 IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

13
14 DATED: _____

15 REINALD PILLSBURY
16

17 IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANTS:

18
19 DATED: 6/23/2021

20 
T&T RESTAURANTS CA, INC.

21 Timothy A. Williamson
22 Printed Name

23 Owner
24 Title

25
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27 IT IS SO AGREED AS TO FORM BY COUNSEL:
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DATED: June 23, 2021

JCL LAW FIRM, A.P.C.

By:  _____

Attorneys for the Named Plaintiff and the Plaintiff Class

DATED: June 23, 2021

ZAKAY LAW GROUP, APLC

By:  _____

Attorneys for the Named Plaintiff and the Class

DATED: _____

FISHER BROYLES, LLP

By: _____

Attorneys for Defendants

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DATED: _____

JCL LAW FIRM, A.P.C.

By: _____

Attorneys for the Named Plaintiff and the Plaintiff
Class

DATED: _____

ZAKAY LAW GROUP, APLC

By: _____

Attorneys for the Named Plaintiff and the Class

DATED: June 23, 3021

FISHER BROYLES, LLP

By: *Simone McCormick*

Attorneys for Defendants

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EXHIBIT A

**NOTICE OF PENDENCY OF CLASS ACTION SETTLEMENT
AND HEARING DATE FOR COURT APPROVAL**
**(Pillsbury et al., v. T & T Restaurants CA, Inc. et al., Del Norte County Superior Court
Case No. CVUJ-20-1214)**

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE
READ THIS CLASS NOTICE CAREFULLY.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	If you are a member of the Class, you will automatically receive a payment if you do not exclude yourself. Your estimated Settlement Share is: \$<< [REDACTED] >>. See the explanation below. After final approval by the Court, the payment will be mailed to you at the same address as this Class Notice. If your address has changed, please notify the Settlement Administrator as explained below.
Exclude Yourself	To exclude yourself, you must send a letter to the Settlement Administrator as provided below on or before << [REDACTED] >>. If you request exclusion, you will receive no money from the Settlement . Instructions are set forth below.
Object	Write to the Court about why you do not like the settlement. Directions are provided below. Written objections must be submitted by << [REDACTED] >>.

1. Why did I get this Class Notice?

A proposed class action settlement (the “Settlement”) of the above-captioned lawsuit filed in the Superior Court of the State of California, in and for the County of Alameda (the “Court”), has been reached by the parties and has been granted preliminary approval by the Court supervising the Action.

You have received this Class Notice because you have been identified as a member of the Class which is defined as:

All of Defendant’s current and former non-exempt employees employed in California between September 8, 2016 and March 16, 2021

The “Class Period” is the period of time from September 8, 2016 and March 16, 2021.

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Class Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

On September 8, 2020, Plaintiff filed a Complaint against Defendant in the Superior Court of the State of California, County of De Norte. Plaintiff asserted claims that Defendant. The Action alleges the following claims and violations against Defendant: (1) unfair competition in violation of California Business & Professions Code §§ 17200 et seq.; (2) failure to pay overtime wages in violation of Cal. Labor Code § 510, et seq.; (3) failure to pay minimum wages in violation of California Labor Code §§ 1194 and 1197; (4) failure to provide required meal periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order; (5) failure to

provide required rest periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order; (6) failure to provide accurate itemized wage statements in violation of Cal. Labor Code § 226; (7) failure to reimburse employees for required expenses in violation of California Labor Code § 2802; (8) failure to timely pay all wages due in violation of Cal. Labor Code §§ 201, 202, and 203; and (9) violated the Private Attorneys' General Act ("PAGA"). Plaintiff seeks to represent a putative class of non-exempt employees who worked for Defendant in California. Plaintiff alleges that Defendant failed to properly pay Class Members minimum and overtime wages, failed to provide Class Members with proper meal breaks and rest breaks, failed to provide Class Members with complete and accurate wage statements, failed to reimburse employees for expenses, and failed to timely pay Class Members all wages owed at the time of the termination of their employment

T&T Restaurants CA, Inc. has denied, and continues to deny, the factual and legal allegations in the lawsuit and believes that it has valid defenses to Plaintiff's claims. By Agreeing to settle, T&T Restaurants CA, Inc. is not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action. T&T Restaurants, Inc. has agreed to settle the case as part of a compromise with Plaintiff and the Class members in order to find a reasonable resolution to end litigation.

Nothing in this Class Notice, or the Settlement itself, or any actions to carry out the terms of the Settlement mean that the Defendant admit any fault, guilt, negligence, wrongdoing or liability whatsoever. The Court has made no findings regarding the above claims.

The Court granted preliminary approval of the Settlement on <<[REDACTED]>>. At that time, the Court also preliminarily approved Plaintiffs to serve as the Class Representatives, and the law firms of The JCL Law Firm, APC, and Zakay Law Group, APLC to serve as Class Counsel. The Class Representative and Class Counsel support this Settlement. Among the reasons for their support are the defenses to liability potentially available to T&T Restaurants CA, Inc., the risk of denial of class certification, the inherent risk of trial on the merits, and the delays and uncertainties associated with litigation.

3. What are the terms of the Settlement?

Settlement Payment. Defendant has agreed to pay Two Hundred Eighty Thousand Dollars (\$280,000) (called the "Gross Settlement Amount") to fully resolve the claims in the Action. The Gross Settlement Amount includes all payments to Participating Class Members, the Class Representative Service Payments, all attorneys' fees, costs and expenses of Class Counsel awarded by the Court, the civil penalty payment to the LWDA in connection with PAGA, and the costs of the Settlement Administrator. No amount of the Gross Settlement Amount will revert to Defendant for any reason.

Defendants will fund the Gross Settlement Amount by depositing the money with the Settlement Administrator within thirty (30) days of the Effective Date. Within fifteen (15) days after Defendant funds the Gross Settlement Amount, the Settlement Administrator will mail checks for the Settlement Shares to Participating Class Members.

Settlement Administration and Other Payments. The Court has tentatively approved certain payments to be made from the Gross Settlement Amount as follows, which will be subject to final Court approval:

- Settlement Administration. Payment to the Settlement Administrator, estimated to be \$ 9,631.93 for the expense of notifying the Class Members of the Settlement, processing requests to be excluded from the settlement submitted by Class Members, and distributing settlement payments.
- Attorneys' Fees, Expenses, and Costs. Payment to Court-approved Class Counsel of reasonable attorneys' fees not to 1/3 of the Gross Settlement Amount (currently \$93,333.00) as their Class Counsel Fees Payment and an amount not more than \$15,000 for all expenses incurred as documented in Class Counsel's billing records as their Class Counsel Litigation Expenses Payment. Class Counsel has been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

- Class Representative Service Payments. A service award not to exceed \$7,500 to each Plaintiff to compensate him or her for services on behalf of the Class in initiating and prosecuting the Action. This payment is in addition to whatever payment the Plaintiff is otherwise entitled to as a Participating Class Member.
- LWDA Payment. A civil penalty payment of \$10,000 to the California Labor Workforce Development Agency's share of civil penalties under PAGA.

Calculation of Class Member Settlement Shares. After the above payments are subtracted from the Gross Settlement Amount, the remaining amount will be used to make settlement payments to Participating Class Members (the "Net Settlement Amount"). "Participating Class Member" means a Class Member who does **not** timely submit a valid Election Not to Participate in Settlement.

A Participating Class Member's Settlement Share will be calculated the following formula: Individual Settlement Payment = (Individual Workweeks ÷ Class Workweeks) × Net Settlement Amount.

Class Members who do not opt out of the Settlement as provided for below will be entitled to receive a payment pursuant to the Settlement. **If you do nothing, you will be deemed a "Participating Class Member", settlement checks will automatically be mailed to you, and you will release all claims you may have related to the allegations in the case,** as described below.

Tax Matters. For the purpose of calculating applicable taxes, Fifteen Percent (15%) of each Participating Class Member's Settlement Share is in settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2 and shall be paid for from the Gross Settlement Amount. Eighty Percent (85%) of each Participating Class Member's Settlement Share is in settlement of claims for interest (42.5%) and penalties (42.5%) allegedly due to employees (the "Non-Wage Portion"). Accordingly, the Non-Wage Portion shall not be subject to wage withholdings and shall be reported on IRS Form 1099. Participating Class Members shall be exclusively liable for any employee's share of tax liability, if any. Class Members may wish to consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement.

- A. Claims Released by the Settlement. As of the date the Judgment becomes Final and upon funding in full of the Gross Settlement Amount by Defendant, Plaintiff and the Participating Class Members shall release all Released Class Claims that occurred during the Class Period as to the Released Parties. Released Class Claims are defined as all class claims alleged in the operative complaint in *Pillsbury v. T&T Restaurants CA, Inc.* Case No. CVW-20-1214, including all claims, requests for damages and penalties alleged therein, which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period. As of the date the Judgment becomes Final and upon funding of the Gross Settlement Amount by Defendant, Plaintiff, the State of California, the LWDA, and the PAGA Settlement Members shall release all Released PAGA Claims that occurred during the PAGA Period as to the Released Parties. "Released PAGA Claims" are defined as any and all PAGA Claims alleged in the operative complaint and Plaintiff's notice to the LWDA which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside the PAGA Period.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order and judgment at or following a final approval hearing on the Settlement.

4. How much will my payment be?

Defendants' records reflect that you have <<____>> weeks worked during the Class Period.

Based on this information, your estimated Settlement Share is calculated to be <<\$____>>.

If you wish to challenge the information stated immediately above, then you must submit a written, signed challenge along with supporting documents, if any exist, to the Settlement Administrator at the address provided in this Class Notice no later than forty-five (45) calendar days after the postmark date of this Class Notice.

5. How can I get a payment?

To receive a payment under this Settlement, you **do not have to do anything**. A check for your Settlement Share will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: _____, _____, (800) _____.

The Court will hold a hearing on (date) to decide whether to approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, settlement payments will be mailed just over a month later. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient.

6. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will receive no money from the Settlement, and you will not be bound by its terms**, except that, if you are also a PAGA Settlement Member, you will still receive your portion of the PAGA settlement out of the Net Settlement Amount, and you will be bound by the terms of the PAGA release. To opt out, you must submit a written request to the Settlement Administrator that states "I do not want to be part of the settlement class in the *Pillsbury v. T & T Restaurants CA, Inc.* class action." This Election Not to Participate in Settlement must be (a) signed and dated; (b) state the Class Member's name, address, Social Security Number, and telephone number; and (d) be postmarked no later than _____. Written requests for exclusion that are postmarked after _____, or otherwise fail to meet the requirements set forth in this paragraph, will be rejected, and those Class Members will remain bound by the Settlement and the release described above. A Class Member who properly and timely submits an Election Not to Participate in Settlement will not be bound by the Settlement **and will not receive a Settlement Share**.

7. How do I tell the Court that I don't like the Settlement?

Any Class Member, who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class Member's name, current address, telephone number, dates of employment with Defendants, and describe why the objector believes the Settlement is unfair and whether the objector intends to appear at the final approval hearing. The objections must be submitted to the Settlement Administrator at the below addresses on or before _____. All written objections or other correspondence must also state the name and number of the case, which is *Pillsbury v. T & T Restaurants CA, Inc.* in the Superior Court of the State of California, County of Del Norte, Case No. CVUJ-20-1214. To object to the Settlement, you must remain a member of the Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement. Any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

Objections may also be made orally, with or without submitting a written objection, by appearing at the Final Approval Hearing on the date and time, and at the location, described in Section 8 below. Class Members may appear, either in person or through their own attorney at their expense, at the final approval hearing and have their

objections heard by the Court.

The address for the Settlement Administrator is

Pillsbury v. T & T Restaurants CA, Inc - Settlement Administrator
c/o _____

Phone: _____

The addresses for Parties' counsel are as follows:

Class Counsel:

Shani O. Zakay, Esq.
Zakay Law Group, APLC
3990 Old Town Ave. Suite C204
San Diego, CA 92110
Tel: (619) 255-9047
Email: shani@zakaylaw.com
Website: www.zakaylaw.com

Counsel for Defendants

Simone McCormick, Esq.
Fisher Broyles, LLP
530 Lytton Avenue, Second Floor
Palo Alto, CA 94301
Tel: (503)-847-9394
Email: simone.mccormick@fisherbroyles.com
Website: www.fisherbroyles.com

Jean Claude Lapuyade, Esq.
The JCL Law Firm, APC
3990 Old Town Ave. Suite C204
San Diego, CA 92110
Tel.: (619) 255-9047
E-Mail: jlapuyade@jcl-lawfirm.com

8. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at 00:00 AM/PM on _____, at the Del Norte County Superior Court in Department __, located at _____. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who wish to make an objection. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

9. How do I get more information?

You may call the Settlement Administrator at (800) _____ or write to *Pillsbury v. T & T Restaurants CA, Inc.* - Settlement Administrator, c/o _____; or contact Class Counsel at 1-619-255-9047.

You may receive a copy of the Settlement, the Final Judgment or other settlement documents by writing to Zakay Law Group, APLC, 3990 Old Town Avenue, Suite C204, San Diego, CA 92110. You may also get more details by examining the documents in the court's file at the Clerk's Office located at _____.

PLEASE DO NOT CALL THE COURT ABOUT THIS CLASS NOTICE.

IMPORTANT:

- You must keep the Settlement Administrator aware of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall direct such unclaimed funds to _____ in the name of the Participating Class Member who failed to cash the check. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT 3