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SUPERIOR COURT OF THE STATE 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

**DECLARATION OF JEAN-CLAUDE
LAPUYADE, ESQ., IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: July 23, 2021
Time: 10:00 a.m.
Dept.: 1

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

Action Filed: September 8, 2020

I, Jean-Claude Lapuyade, Esq., declare as follows:

1. I am over eighteen years of age and if called as a witness, I could and would competently testify to the following facts from my own personal knowledge. I am an attorney-at-law and the owner of the law firm of JCL LAW FIRM, APC (hereinafter "Class Counsel"). I am counsel of record for Plaintiff REINALD PILLSBURY, (hereafter "Plaintiff") in this wage and hour class action filed against T & T RESTAURANTS CA, INC. (hereinafter collectively "Defendant").

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2. This declaration is being submitted in support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement.

I. EXHIBITS

3. Attached hereto as **Exhibit "1"** is a true and correct copy of the fully executed Joint the Stipulation of Settlement of Class Action Claims and Release of Claims ("Agreement" or "Settlement Agreement"). Attached as **Exhibit "A"** to the Agreement is a true and correct copy of the proposed Class Notice.

4. Attached hereto as **Exhibit "2"** is a true and correct copy of the proof of filing with the Labor and Workforce Development Agency notice of this settlement with the Settlement Agreement and Motion for Preliminary Approval of Class Action and PAGA Action Settlement evidencing Class Counsel's compliance with California Labor Code Section 2699(l)(2).

II. INTRODUCTION

5. An objective evaluation of the Settlement confirms that the relief negotiated on behalf of the Settlement Class is fair, reasonable, and valuable. The Settlement was negotiated by the Parties at arm's length. The Settlement confers substantial benefits to the Settlement Class. The relief offered by the Settlement is particularly impressive when viewed against the difficulties encountered by plaintiffs pursuing wage and hour cases (*see infra*). Indeed, by settling now rather than proceeding to trial, Class Members will not have to wait (possibly years) for relief, nor will they have to bear the risk of class certification being denied or of Defendant prevailing at trial. The entire Net Settlement Amount will be paid to all Settlement Class Members who do not opt out of the Settlement Class. Given there are approximately 468 Settlement Class Members, and assuming 100% participation, the average gross settlement recovery is approximately **\$418.94** (Net Settlement Amount divided by Settlement Class Members)

6. As discussed below, the proposed Settlement satisfies all criteria for preliminary settlement approval under California law and falls within the range of reasonableness. The average Individual Settlement Share to the Settlement Class meet or exceeds awards in similar wage and hour class actions. Moreover, the proposed Settlement Class is appropriate for provisional

1 certification. Accordingly, Plaintiff respectfully requests that this Court grant preliminary approval
2 of the Settlement.

3 **III. FACTS AND PROCEDURE**

4 **A. Overview of the Litigation**

5 7. Defendant operates a franchised McDonald's restaurant in Crescent City, California.

6 8. Plaintiff worked for Defendant as an hourly, non-exempt employee and shift
7 manager between 2009 and his termination in December of 2019. As a non-exempt employee,
8 Plaintiff was subject to Defendant's written policies and procedures and general employment
9 practices.

10 9. Generally, Plaintiff claims that Defendant failed to pay him for all hours worked,
11 failed to provide complaint meal and rest periods, failed to reimburse mandatory business expenses,
12 failed to provide accurate itemized wage statements, and failed to pay all wages due at the time of
13 his separation. Defendant denies liability for each of Plaintiff's claims. Further, Defendant asserts
14 that it fully complied with all applicable employment laws. Defendant asserts that it had clear
15 compliant policies and procedures such as for taking rest and meal periods as outlined in the
16 Handbook and additional technical assistance for accurate time keeping that included meal and rest
17 break reminders. Defendant raised several other significant defenses to Plaintiff's claims, including
18 but not limited to, lack of any evidence of overtime and minimum wage violations, and the
19 opportunity and encouragement to take all meal and rest-breaks compliant with its policies and the
20 law. Additionally, Defendant maintains that any claims that Plaintiff required use of his personal
21 cell phone or car are unsupported by the facts.

22 10. On June 26, 2020, Plaintiff served Defendant and the Labor and Workforce
23 Development Agency ("LWDA") with a Notice of Violations ("PAGA Notice"). Plaintiff's PAGA
24 Notice set forth the facts and theories supporting Defendant's alleged violations of various
25 provisions of the California Labor Code and applicable Industrial Welfare Commissions ("IWC")
26 Wage Order and of his intent to pursue claims under California Labor Code Private Attorneys
27 General Act, Cal. Lab. Code Sections 2698 et seq ("PAGA").
28

1 11. On September 8, 2020, Plaintiff filed a class action complaint in the Del Norte
2 Superior Court for: (1) Unfair Competition in Violation of Bus. and Prof. Code §§ 17200; (2) failure
3 to pay minimum wages in violation of California Labor Code sections 1194, 1197 and 1197.1; (3)
4 failure to pay overtime wages in violation of California Labor Code sections 510 *et seq.*; (4) failure
5 to provide required meal periods in violation of California Labor Code sections 226.7 and 512; (5)
6 failure to provide required rest periods in violation of California Labor Code sections 226.7 and
7 512; (6) failure to reimburse employees for required business expenses in violation of California
8 Labor Code sections 2802; (7) failure to provide accurate itemized wage statements in violation of
9 California Labor Code section 226; (8) failure to provide wages when due in violation of California
10 Labor Code sections 201, 202 and 203; and (9) violations of the California Labor Code Private
11 Attorney General Act (“PAGA”).

12 12. Plaintiff commenced written discovery in November 2020. Defendant responded to
13 Plaintiff’s discovery in December 2020. The Parties began meeting and conferring regarding
14 Defendant’s discovery responses, but prior to resolving disagreements over discovery, the Parties
15 agreed to mediate this action as deemed in the best interest of the parties in particular in light of
16 the many anticipated factual disputes. In anticipation of mediation, the Parties stipulated to stay
17 formal discovery. To prepare for mediation, the Parties agreed to informally produce certain
18 documents and data points subject to the mediation privilege, including but not limited to, a sample
19 of the Class Members’ time and payroll data. As discussed *infra*, Plaintiff’s counsel retained the
20 Berger Consulting Group, to analyze Defendant’s time and payroll data.

21 13. On March 16, 2021, the Parties participated in a full day mediation with (Ret.) Hon.
22 William Pate. After arms-length negotiations and bargaining, the parties reached an agreement to
23 settle and signed a Memorandum of Understanding. After reaching an agreement in principle, the
24 parties drafted and negotiated a long-form settlement agreement, which is the subject of the instant
25 motion.

26 **B. Class Counsel Thoroughly Investigated the Factual and Legal Issues**

27 14. Months before filing the Action, Class Counsel began its pre-filing investigation into
28 Plaintiff’s complaints. Class Counsel’s investigation started with several lengthy interviews with

1 Plaintiff. As part of the interview process, Plaintiff produced documents related to his employment
2 for Defendant, including portions of Defendant's handbooks, compensation policies and time and
3 payroll records. At the conclusion of the interviews, Class Counsel determined that Plaintiff's
4 complaints justified further inquiry.

5 15. Class Counsel subsequently requested Plaintiff's employee file from Defendant. In
6 response, Defendant produced hundreds of pages of documents, including but not limited, a copies
7 of Plaintiff's hiring documents, payroll and time records, performance reviews and separation
8 documents. Class Counsel reviewed and analyzed the documents and determined the documents
9 appeared to substantiate Plaintiff's claim that Defendant's failed to, among other things, provide
10 compliant meal and rest periods. Shortly thereafter, Class Counsel summarized the known factual
11 and legal issues in the PAGA Notice addressed to the LWDA. Approximately 65 days later, Class
12 Counsel filed this class action.

13 16. After serving Defendant with the complaint, Plaintiff propounded written discovery.
14 Defendant responded to Plaintiff's discovery. In light of the many anticipated factual disputes, the
15 parties agreed it would be in the best interest of both parties to mediate the matter. To prepare for
16 mediation, Class Counsel requested several documents and data points to further evaluate
17 Plaintiff's claims and Defendant's liability exposure to the Settlement Class members. In response
18 to Class Counsel's request, Defendant produced the time and payroll records for the Settlement
19 Class members, aggregate workweek and pay period data for the Settlement Class, and copies of
20 applicable handbooks, policies, and agreements containing, *inter alia*, compensation, timekeeping
21 and, meal and rest period policies. In total, Defendant produced approximately 2,500 pages
22 containing nearly hundreds of thousands of unique cells of time and payroll data for Class Counsel
23 to analyze.

24 17. Class Counsel then retained the statisticians and economists at Berger Consulting
25 Group ("BCG"), to evaluate the Settlement Class Members' payroll and time data. BCG provides
26 data analysis and damage modeling consulting services specializing in wage and hour class
27 actions. BCG's team of financial and data analysts are credentialed and experienced experts in
28

1 their fields and have provided their expertise on thousands of cases. Stated differently, the BCG is
2 uniquely qualified to analyze Defendant's time and payroll data.

3 18. BCG analyzed Defendant's time and payroll data to assist in the development of
4 various damage models. Among other things, BCG determined the approximate number of work
5 shift, work weeks, pay periods, average rate of pay, average length of shift and average number of
6 hours worked per week and pay period during the Class Period. BCG also estimated the number
7 of missed, late or truncated meal and rest periods, the amount of paid missed meal period premiums
8 paid during the Class Period, and the amount of off-the-clock work performed by the Settlement
9 Class during the Class Period.

10 19. In advance of mediation, Class Counsel created a damage model predicated on BCG
11 analysis. Class Counsel's model calculated Defendant's potential liability exposure while
12 accounting for the uncertainties of continued litigation. This damage model informed and guided
13 Class Counsel during the mediated settlement discussions.

14 20. Overall, Class Counsel thoroughly investigated the claims at issue, including: (1)
15 determining Plaintiff's suitability as a putative class representative through interviews, background
16 investigations, and analysis of his employment files; (2) evaluating all of Plaintiff's potential
17 claims; (3) researching similar wage and hour class actions as to the claims brought, the nature of
18 the positions, and the type of employer; (4) analyzing the Settlement Class' time and payroll
19 records; (5) analyzing Defendant's labor policies and practices; (6) researching settlements in
20 similar cases as well as outstanding issues which could affect settlement approval; (7) evaluating
21 Plaintiff's claims and estimating Defendant's liability for purposes of settlement; (8) drafting the
22 mediation brief and (9) participating in the mediation. This investigation allowed Class Counsel
23 to fully assess the nature and magnitude of the claims being settled, as well as the impediments to
24 recovery, such as to make an independent assessment of the reasonableness of the terms to which
25 the parties have agreed.

26 **C. The Parties Settled at Mediation**

27 21. On March 16, 2021, the Parties conducted a full day of mediation with (Ret.) William
28 Pate, a highly regarded mediator, and former San Diego County Superior Court Judge. Hon. Pate

1 helped to manage the Parties' expectations and provided a useful, neutral analysis of the issues and
2 risks to both sides. The Parties made substantial progress with Judge Pate's assistance. Namely,
3 the parties exchanged information regarding their respective claims and defense, including their
4 respective evaluation of the damages. After nearly eight hours arm's length and adversarial
5 negotiations, the mediation nearly concluded without a settlement. However, at the conclusion of
6 the mediation, Judge Pate issued a proposal for settlement that the Parties accepted. The complete
7 and final terms of the Parties' settlement are now set forth in the Agreement. Class Counsel submits
8 that the Settlement constitutes a fair, adequate, and reasonable compromise of the claims at issue.

9 22. At all times, the Parties' negotiations were at an arm's length, adversarial and non-
10 collusive. In fact, despite a full day of mediated negotiations, the Parties reached an impasse and
11 the mediation session nearly concluded without a settlement. The matter resolved only when Judge
12 Pate issued a mediator's proposal that the Parties accepted. Judge Pate only arrived at his proposal
13 after hearing arguments, reviewing evidence and evaluating the Parties' respective claims and
14 defenses.

15 23. Once the Parties agreed to the Mediator's proposal, the Parties engaged in protracted
16 negotiations regarding the written terms of the class action settlement. The Parties maintained the
17 arm's length, non-collusive and adversarial negotiations while arriving at the final terms of the
18 Settlement. The Agreement is the final product of these mediated negotiations. Objectively, the
19 Settlement terms are fair, adequate and represent a reasonable compromise of the claims at issue.

20 **IV. ARGUMENT**

21 **A. The Court Should Preliminarily Approve the Settlement**

22 24. The Total Settlement Amount of \$280,000 is fair and reasonable considering the
23 nature and magnitude of the claims being settled and the various factual and legal issues in disputes
24 and potential impediments to recovery. Prior to mediation, Class Counsel retained BCG to develop
25 varied economic damages models measuring Defendant's liability exposure while accounting for
26 the uncertainties of continued litigation. The various models were informed by Class Counsel's
27 investigation, including the analysis of time and payroll data. Class Counsel projected Defendant's
28 liability exposure for the Settlement Class ranged between approximately \$425,733 for damages

1 and \$1,251,090 for damages, civil penalties and interest, if successful at trial. This range reflects
2 the uncertainty regarding several of Plaintiff's claims, together with the uncertainty surrounding
3 derivative liability for inaccurate wage statements and waiting time penalties resulting from meal
4 and rest period violations. Thus, the Total Settlement Amount of \$280,000 represents
5 approximately between 22% and 66% of Defendant's liability exposure as estimated by Class
6 Counsel at the time of mediation. Class Counsel only agreed to enter the Settlement following his
7 thorough investigation and evaluation of Plaintiff's claims. Based on his investigation of the facts,
8 applicable law, and marketplace for similar settlements, and in light of the risk of significant delay,
9 uncertainty associated with litigation, and the various defenses asserted by Defendant, Class
10 Counsel firmly believes this Agreement to be in the best interests of Settlement Class. Because the
11 Settlement's terms are fair, reasonable, and adequate, the Court should preliminarily approve the
12 Settlement.

13 (1) Estimated Damages for Meal Period Violations

14 25. Plaintiff alleges that Defendant failed to provide compliant meal periods.
15 Specifically, Plaintiff alleges that because of their rigorous work schedules, Plaintiff and the
16 Settlement Class Members regularly worked through what should have been off-the-clock and
17 duty-free meal periods without compensation. Consequently, Plaintiff alleges that he is owed meal
18 period premiums and compensation for the off-the-clock work performed during what should have
19 been his duty-free meal periods.

20 26. Defendant has denied these claims. Defendant maintains that it paid Plaintiffs for
21 every minute that they claimed they worked. Defendant argued that it fully complied with
22 California meal period laws and maintained legally compliant policies and practices as outlined in
23 its Handbook and other policies. Courts have found that where an employer's meal period policies
24 are compliant, individualized issues exist as to the reasons for missed, late or truncated meal
25 periods. *See e.g. Lampe v. Queen of the Valley Medical Center*, 19 Cal.App.5th 832, 851 (2018)
26 (holding that although only 11.1% of the employees' time punches for meal periods were within
27 the first 5 hours, the claim was not certifiable because individualized issues existed as to the reasons
28 for the late meal periods). Defendant argued that it not only provided meal and rest breaks but also

1 installed technical enhancements that reminded employees to timely take their meal-and rest
2 breaks. If successful, Defendant availed itself to a complete defense of Plaintiff's meal period
3 claim. Plaintiff estimated the exposure for this claim was approximately \$247,043¹, which includes
4 \$39,024 in interest, if substantiated.

5 (2) Estimated Damages for Rest Period Violations

6 27. Plaintiff also alleged that Defendant failed to provide compliant rest periods.
7 Specifically, Plaintiff alleged that as a result of their rigorous work schedule they were not able to
8 take timely and duty-free rest periods. Again, Defendant denied liability and asserted that they
9 maintained legally compliant rest period policies and practices throughout the Class Period.
10 Moreover, Defendant argued that it not only provided all rest breaks but reminded Plaintiff and
11 employees to take them. Plaintiff recognizes the evidentiary burdens establishing this claim.
12 Establishing Plaintiff's rest period claim would rely, almost entirely, on Class Member testimony,
13 making it a riskier claim at class certification and liability stages. Defendant likely would have
14 argued that only a small number of Class Members missed their rest breaks. Certification likely
15 would have required depositions of Class Members who provided declarations, and Defendant
16 surely would have obtained opposing declarations stating either rest breaks were taken, or rest
17 breaks were voluntarily waived. *See, e.g., Ordonez v. Radio Shack, Inc.* (C.D. Cal. Jan. 17, 2013)
18 2013 WL 210223, at *11 ("Because of the competing testimony before the Court, plaintiff's
19 evidence that defendant may have an illegal, written rest break policy is insufficient for this Court
20 to find that common issues predominate."); *Villa v. United Site Servs. of California, Inc.* (N.D. Cal.
21 Nov. 13, 2012) 2012 WL 5503550, at *8 ("Indeed, Plaintiff's own evidence confirms that the
22 written policy does not generate uniform practices."). Accordingly, the rest break claim was subject
23 to significant defenses. If successful, Defendant availed itself to a complete defense of Plaintiff's
24
25

26 ¹ Plaintiff's damages for unpaid wages, including minimum wages and overtime wages, were
27 predicated on Plaintiff's argument that Plaintiff and other employees were required to work while
28 clocked out during what was supposed to be their duty-free meal periods. Therefore, the damages
for unpaid wages are encompassed in this figure.

1 rest period claim. Plaintiff estimated the exposure for this claim was approximately \$154,298,
2 which includes \$25,583 in interest, if substantiated.

3 (3) Defendant's Estimated Exposure for Unreimbursed Business Expenses

4 28. Plaintiff alleged that Defendant required the Settlement Class Members to use their
5 personal cell phone to obtain and view work schedules and remain in communication with dispatch
6 during their work shifts. Again, Defendant vigorously denied any liability for this claim.
7 Defendant maintains that employees were never required to use their personal cell phone for work
8 at the restaurant, which offered telephone service for any employees work related use, if any.
9 Instead, Defendant argued that any cell phone use was completely voluntary and for their own
10 personal not work related use. Plaintiff estimated the exposure for this claim was approximately
11 \$87,000, if factually substantiated.

12 (4) Exposure for Wage Statement Violations and Waiting Time Penalties

13 29. Generally, Plaintiff alleges that Defendant's aforementioned violations resulted in
14 derivative violations of Labor Code sections 203 and 226(a). Class Counsel considered the arguable
15 presence of various penalties and weighed the potential recoveries against probable defenses.
16 Specifically, Defendant could argue that Plaintiff could not prove the "willful" prong needed to
17 obtain waiting time penalties under Cal. Lab. Code § 203. Additionally, Defendant could argue that
18 Plaintiff could not show that Class Members suffered an "injury" because of wage statement
19 violations, as required by Cal. Lab. Code § 226. Defendant could also argue that that meal and rest
20 period violations do not entitled employees like Plaintiff and the Settlement Class Members to
21 pursue the derivative waiting time and itemized wage statement penalties. (*See Naranjo v.*
22 *Spectrum Security Services, Inc.*, (2019) 40 Cal. App. 5th 444; *Maldonado v. Epsilon Plastics, Inc.*
23 (2018) 22 Cal. App. 5th 1308.)

24 30. Although the Settlement Class arguably could have seen a significant payout for
25 these penalties if Plaintiff prevailed on every penalty claim, Plaintiff would not recover any
26 derivative penalties if they failed to prove the underlying claims. Moreover, Plaintiff would have
27 to overcome damaging precedent to prove the Class deserved the penalties. *See, e.g., Howard v.*
28 *CVS Caremark Corp.*, 2014 U.S. Dist. LEXIS 172406 (C.D. Cal. Dec. 9, 2014) (denying class

1 certification for the same penalty claims); *Alonzo v. Maximus, Inc.*, 832 F. Supp. 2d 1122, 1134-
2 1137 (C.D. Cal. 2011) (finding insufficient evidence of bad faith or actual injury). Plaintiff could
3 not give the penalty claims great weight given that they depended on proving the underlying claims,
4 which according to Defendant were not supported by the facts. Nevertheless, Plaintiff estimated
5 the potential exposure for these claim, if substantiated, was approximately \$762,749 (\$547,449 for
6 waiting time penalties and \$215,300 for wage statement penalties).

7 (6) Defendant's PAGA Exposure

8 31. Class Counsel's damage models also estimated Defendant's exposure for PAGA
9 penalties arising from the aforementioned violations. At the time of mediation, Plaintiff estimated
10 Defendant's PAGA exposure at approximately \$2,836,000.

11 32. Here, Plaintiff would need to prove that each Aggrieved Employee suffered a
12 violation for each pay period the employee worked. Again, Defendant raised several defenses that
13 presented serious threats to the claims of the Plaintiff and the Aggrieved Employees. Defendant
14 asserted that the employment practices complied with all applicable Labor Laws. In addition to
15 those arguments discussed *supra*, Defendant also argued that the Court of Appeals decision in
16 *Cacho v. Eurostar, Inc.* (2019) 43 Cal.App.5th 885, weakened Plaintiff's claims, on liability, value,
17 and manageability as to the rest period claims. In all, Plaintiff's PAGA liability exposure is hotly
18 contested.

19 **B. Risks of Continued Litigation**

20 33. Although Plaintiff is confident about the strength of his claims. Nonetheless,
21 Plaintiff recognizes that Defendant has factual and legal defenses that, if successful, would
22 potentially defeat or substantially impair the value of Plaintiff's lawsuit. Collectively, the examples
23 cited above illustrate the uncertain nature of class litigation. Consequently, the uncertainty of
24 obtaining certification through a contested motion is a significant risk factor favoring settlement.

25 34. Finally, continuing to litigate this action would require continued and extensive
26 resources coupled with significant Court time to proceed through trial and post-trial motions; which
27 can often take years. Furthermore, wage and hour litigation are complex and expensive, as it often
28 necessitates extensive expert testimony, particularly with regards to damages. But even if Plaintiff

1 is successful at trial, Plaintiff is acutely aware that a judgment does not end the litigation. Plaintiff
2 fully expects that Defendant would appeal any favorable judgment.

3 35. In this matter, Class Counsel negotiated a Total Settlement Amount of \$280,000 that
4 is roughly between 22% and 65% Defendant's maximum liability exposure. Given the amount of
5 the settlement here, as compared to potential value of the claims, offset by the various inherent
6 risks to continued litigation, the settlement is fair and reasonable.

7 **C. Proposed Notice Informs the Class About the Case and Settlement**

8 36. The Parties jointly drafted the Class Notice which fairly and neutrally informs the
9 Settlement Class of their rights and remedies in this action. The Settlement Administrator will first
10 verify addresses, then mail the proposed Class Notice to entire Settlement Class. The Notice will
11 include information regarding the nature of the lawsuit, a summary of the substance of the
12 Settlement's terms, the class definition, the procedure and time period within which to requests for
13 exclusions or objections to the Settlement, the date for the final approval hearing, the formula used
14 to calculate settlement payments, and the terms and scope of the Released Claims. Agreement at
15 §III(L). This method was negotiated by the Parties to ensure delivering the most reasonable method
16 of notice to the Settlement Class while ensuring cost effective administration of the Settlement.

17 37. As detailed in the Agreement, the method of disseminating the proposed Class Notice
18 and contents of the Proposed Class Notice satisfy due process and the California Rule of Court
19 3.766.

20 **D. The Court Should Preliminarily Approve the Enhancement Award**

21 38. Approximately 345 members of the Settlement Class will share in the estimated
22 \$144,536.07 Net Settlement Amount due entirely to the effort and commitment of Plaintiff. Subject
23 to Court approval, therefore, the Settlement provides for a Class Representative Service Award of
24 \$7,500² for Plaintiff. The service award is fair and reasonable compensation for Plaintiff's efforts
25

26 ² The amount of the requested enhancement payment-\$10,000-is reasonable by reference to the amounts that California courts (both
27 federal and state) have repeatedly found to be reasonable for wage and hour class action settlements: *See Baker v. LA. Fitness Int'l,*
28 *LLC*, No. BC438654 (L.A. County Super. Ct. Dec. 12, 2012) (awarding \$10,000 enhancement payments to three of the named
plaintiffs); *Blue v. Codwell Banker Residential Brokerage Co.*, No. BC417335 (L.A. County Super. Ct. Mar. 21, 2011) (awarding
\$10,000 enhancement payment); *Buckmire v. Jo-Ann Stores, Inc.*, No. BC394795 (L.A. County Super. Ct. June 11, 2010) (awarding
(footnote continued)

1 bringing the action, assisting Class Counsel with the litigation and settlement, regularly conferring
2 with Class Counsel on the status of his case and the strategies for prosecuting the claims, reviewing
3 the proposed Settlement to ensure that its terms are fair and provide adequate relief for the
4 Settlement Class, and agreeing to provide Defendant a general release of all claims arising out of
5 his employment.

6 39. Class Counsel on behalf of Plaintiff will file a formal motion for the negotiated Class
7 Representative Service Award once preliminary approval of the Settlement is granted. Plaintiff
8 respectfully submits that the above showing is sufficient for preliminary approval of the negotiated
9 Class Representative Service Award.

10 **E. The Court Should Preliminary Approve the Negotiated Class Counsel Award**

11 40. Class Counsel took this matter on a contingency fee basis and invested significant
12 time and expense successfully prosecuting Plaintiff's claims. As discussed *supra*, the estimated
13

14 \$10,000 enhancement payments to the named plaintiff); *Coleman v. Estes Express Lines, Inc.*, No. BC429042 (L.A. County Super.
15 Ct. Oct. 3, 2013) (awarding \$10,000 enhancement payment); *Ethridge v. Universal Health Services, Inc.*, No. BC391958 (L.A.
16 County Super. Ct. May 27, 2011) (awarding \$10,000 enhancement payment); *Hickson v. South Coast Auto Insurance Marketing,*
17 *Inc.*, No. BC390395 (L.A. County Super. Ct. Mar. 27, 2012) (awarding \$10,000 enhancement payment); *Hill v. Sunglass Hut Int'l,*
18 *Inc.*, No. BC422934 (L.A. County Super. Ct. July 2, 2012) (awarding \$10,000 enhancement payments to the named plaintiffs);
19 *Kabamba v. Victoria's Secret Stores. LLC*, No. BC368528 (L.A. County Super. Ct. Aug. 19, 2011) (awarding enhancement
20 payments of \$ 10,000 to the named plaintiffs along with additional compensation for their general release of claims); *Magee v.*
21 *American Residential Services, LLC*, No. BC423798 (L.A. County Super. Ct. Apr. 21, 2011) (awarding \$15,000 enhancement
22 payment); *Mares v. BFS Retail & Commercial Operations, LLC*, No. BC375967 (L.A. County Super. Ct. June 24, 2010) (awarding
23 \$15,000 enhancement payments to the named plaintiffs); *Nevarez v. Trader Joe's Co.*, No. BC373910 (L.A. County Super. Ct. Jan.
24 29, 2010) (awarding \$10,000 enhancement payment); *Ordaz v. Rose Hills Mortuary, LP.*, No. BC386500 (L.A. County Super. Ct.
25 Mar. 19, 2010) (awarding 10,000 enhancement payments to the named plaintiffs); *Sheldon v. AHMC Monterey Park Hospital LP,*
26 *No. BC440282* (L.A. County Super. Ct. Feb. 22, 2013) (awarding \$10,000 enhancement payment); *Silva v. Catholic Moray Services,*
27 *Inc.*, No. BC408054 (L.A. County Super. Ct. Feb. 8, 2011) (awarding \$10,000 enhancement payments to the named plaintiffs);
28 *Weisbarth v. Banc West Investment Services, Inc.*, No. BC422202 (L.A. County Super. Ct. May 24, 2013) (awarding \$10,000
enhancement payment); *Zamora v. Balboa Life & Casualty LLC*, No. BC360026 (L.A. County Super. Ct. Mar. 7, 2013) (awarding
\$25,000 enhancement payments to the named plaintiffs); *Acheson v. Express, LLC*, No. 109CV135335 (Santa Clara County Super.
Ct. Sep. 13, 2011) (awarding \$10,000 enhancement payment); *Aguilar v. Cingular Wireless. LLC*, No. CV 06-8197 DDP (AJWx)
(C.D. Cal. Mar. 17, 2011) (awarding \$14,767 enhancement payment); *Bejarano v. Amerisave Mortgage Corp.*, No. EDCV 08-
00599 SGL (Opx) (C.D. Cal. June 22, 2010) (awarding \$10,000 enhancement payment); *Carbajal v. Sally Beauty Supply LLC*, No.
CIVVS 1004307 (San Bernardino Super. Ct. Aug. 6, 2012) (awarding \$10,000 enhancement payments to the named Plaintiffs);
Contreras v. Serco Inc., No. 10-cv-04526-CAS-JEMx (CD. Cal. Sep. 10, 2012) (awarding \$10,000 enhancement payment);
Guerrero v. R.R. Donnelley & Sons Co., No. RIC 10005196 (Riverside Super. Ct. July 16, 2013) (awarding \$10,000 enhancement
payment); *Kisliuk v. ADT Security Services, Inc.*, No. CV08-0324 DSF (RZx) (C.D. Cal. Jan. 10, 2011) (awarding \$10,000
enhancement payment); *Morales v. BCBG Maxaria Int'l Holdings, Inc.*, No. JCCP 4582 (Orange County Super. Ct. Jan. 24, 2013)
(awarding \$10,000 enhancement payment); and *Barrett v. Doyon Security Services, LLC*, Nos. BS900199, BS900517 (San
Bernardino County Super. Ct. Apr. 23, 2010) (awarding \$10,000 enhancement payment).

1 average Individual Settlement Share illustrates the demonstrably positive outcome for the
2 Settlement Class Members. The Agreement provides for a Class Counsel Award in the amount of
3 one-third of the Total Settlement Amount and litigation costs and expenses not to exceed \$15,000.
4 Agreement at §III(M)(3). In light of the positive outcome for the Settlement Class, and in light of
5 the supporting authority, the proposed Class Counsel award is fair and reasonable.

6 41. Plaintiff will file a formal motion for the negotiated Class Counsel Award once
7 preliminary approval of the Settlement is granted. Plaintiff respectfully submits that the above
8 showing is sufficient for preliminary approval of the negotiated attorneys' fees.

9 **F. The Court Should Provisionally Certify the Settlement Class**

10 42. For the purpose of Settlement, Plaintiff contends, and Defendant does not dispute,
11 that provisional certification of the Settlement Class is appropriate.

12 43. Generally, the proposed Settlement Class consists of all of Defendant's current and
13 former California employees during the Class Period. Defendant's records show that the
14 Settlement Class Members consists of approximately 345 individuals, making joinder of all
15 Settlement Class Members impracticable. Further, because all Settlement Class Members are
16 Defendant's current and former employees, the class is readily ascertainable from Defendant's
17 regular business records, i.e., payroll records.

18 44. The California statutes relating to each of Plaintiff's claims apply with equal force
19 and effect to the entire Settlement Class. Factually, Defendant's policies and practices apply class-
20 wide and Defendant's liability can be determined by facts common to all members of the class.
21 While Defendant disputes whether the class would be appropriate if the litigation were to continue,
22 it agrees to class certification for purposes of this settlement only. The wage and hour issues are
23 both numerous and substantial, and a class action is the most advantageous method of dealing with
24 the claims of the Settlement Class.

25 45. Plaintiff's wage and hour claims are typical of the proposed Settlement Class because
26 they arise from the same factual basis and are based on the same legal theories applicable to the
27 other Class Members. Likewise, Plaintiff's interests are entirely coextensive with the interests of
28 the Settlement Class. Plaintiff alleges that they were injured by the same company-wide practices

1 to which the proposed Settlement Class was subject and seeks the same relief. Plaintiff has already
2 demonstrated his ability to advocate for the interests of the Settlement Class by initiating this
3 litigation, undertaking class discovery, and evaluating the proposed settlement to assure that it is
4 fair. Again, the Defendant disputes whether Plaintiff's claims are typical of the Class for purposes
5 of any continued litigation of the Action, but agrees for the purposes of this settlement only that
6 Plaintiffs assert claims that are typical of the Settlement Class, including claims for meal and rest
7 break practices and reimbursement.

8 46. A class action is superior to a multitude of individual lawsuits. Given the size and
9 amount of each individual Settlement Class Member's claim, Class Settlement Members likely
10 have little incentive to litigate their claims on an individual basis because the out-of-pocket expense
11 and personal commitment necessary to litigate each claim outweighs any potential recovery. In
12 sum, class treatment is superior to individual, case-by-case adjudication.

13 **F. Class Counsel's Experience**

14 47. Plaintiff, the Settlement Class Members and the Aggrieved Employees are
15 represented by competent and experienced counsel to pursue their claims. I established the JCL
16 Law Firm, APC ("Firm"), in 2010. The Firm is a boutique plaintiff firm representing aggrieved
17 employees and consumers throughout California in wage and hour class actions, PAGA Actions
18 and complex multi-party product liability matters. The Firm currently consists of myself, Jean-
19 Claude Lapuyade, Esq. (Partner/Owner), Tesla Stone (Paralegal), Leilani Edmunds (Legal
20 Secretary), Amanda Rasmussen (Law Clerk).

21 48. I am qualified to represent the Plaintiff, the State of California and the Aggrieved
22 Employees. I have extensive experience with wage and hour class and representative actions
23 litigation like this matter, and employment matters in general. Additionally, I have extensive
24 complex mass tort litigation experience and complex construction product liability experience. I
25 can, will and have adequately represented the interests of the Plaintiff, the State of California and
26 the Aggrieved Employees throughout this action.

1 49. I have represented consumers and employees in California class actions, and
2 complex multi-party product liability actions exclusively for more than 13 years. I have been in
3 practice as a plaintiffs' civil litigation attorney since April 2007.

4 50. I have significant class counsel and collective action counsel experience. I served as
5 class and/or collective (PAGA) counsel in the following matters:

6 a. *Jer Vang v. Bridge Property Management*, Alameda County Superior Court,
7 Case No RG19047434 (January 8, 2021 – Hon. Winifred Smith approved a class
8 and PAGA settlement for, *inter alia*, unpaid off the clock work. The JCL Law Firm,
9 APC acted as class counsel for the settlement class and as representative PAGA
10 counsel the State of California and the Aggrieved Employees.)

11 b. *Johnson v. Volt Management Corp., Inc. et al.*, Los Angeles County Superior
12 Court, Case No. 19STCV16466 (December 11, 2020 – Hon. Amy Hogue approved
13 a PAGA Settlement negotiated on behalf of the State of California and the aggrieved
14 employees by the JCL Law Firm, APC.)

15 c. *Salazar v. Frontier Auto Sales Inc., dba Frontier Toyota*, Los Angeles
16 Superior Court, Case No. 19STCV20382 (November 24, 2020 – Hon. John P. Doyle
17 appointed the JCL Law Firm, APC as class counsel and approved a class and PAGA
18 settlement for, *inter alia*, missed meal and rest periods.)

19 d. *Villalobos v. Alterra Group, LLC et al.*, Los Angeles County Superior Court,
20 Case No. 19STCV19448 (November 11, 2020 – Hon. Richard Fruin approved a
21 PAGA Settlement for, *inter alia*, unreimbursed business expenses. The JCL Law
22 Firm, APC acted as counsel for the plaintiff, the State of California and the
23 Aggrieved Employees.)

24 e. *Stevens et al., v. Bank of England*, San Diego County Superior Court Case
25 No. 37-2019-00018662-CU-OE-CTL (October 16, 2020 – Hon. John Meyer
26 appointed JCL Law Firm as Class Counsel and granted final approval of wage and
27 hour class action for, *inter alia*, off-the-clock work.)
28

- 1 f. *Frazier v. ASA Carlton, Inc.*, San Diego Superior Court Case No. 37-2019-
2 00036147 (October 9, 2020 Hon. Kenneth Medel appointed the JCL Law Firm as
3 Class Counsel and granted final approval of wage and hour class action for off-the-
4 clock work.)
- 5 g. *Krake et al., v. Central Valley Diner, Inc.*, Placer County Superior Court
6 Case No. SCV0041645 (September 4, 2020 – Hon. Michael Jones appointed JCL
7 Law Firm as class counsel and granted final approval of wage and hour class action
8 for meal period violations.)
- 9 h. *Conner v. Ascendant Marketing, LLC et al.*, San Diego Superior Court Case
10 No. 37-2019-00026864-CU-OE-CTL (July 24, 2020 Hon. Joel Wohlfeil granted
11 approval of PAGA Settlement for, among other things, off-the-clock work. JCL
12 Law Firm, APC acted as lead counsel.)
- 13 i. *Guerrero v. Estancia Operations, LLC.*, San Diego Superior Court Case No.
14 37-2019-00028963 (August 25, 2020 – Hon. Katherine Bacal approved PAGA
15 Settlement for, *inter alia*, missed meal and rest periods. JCL LAW Firm, APC,
16 acted as lead counsel.)
- 17 j. *Moreno v. Dash Lube, et al.*, United States District Court, Southern District
18 of California, Case No. 18cv1922 DMS (AHG) (December 13, 2019 – Granted class
19 certification of Labor Code Section 226 claim and appointed JCL Law Firm, APC,
20 as Class Counsel.)
- 21 k. *Perkins et al., v. Tahiti Enterprises, Inc., et al.*, Orange County Superior
22 Court Case No. 30-2016-00863095 (October 22, 2019 – Hon. Peter Wilson
23 appointed JCL Law Firm, APC, as Class Counsel and granted final approval for an
24 unlawful housing class action settlement arising out of Civil Code Section 1940.1.)
- 25 l. *Hill v. Stemak Holdings, Ltd.*, San Diego Superior Court Case No., 37-2018-
26 00000747 (January 28, 2020 – Hon. Kenneth Medel appointed JCL Law Firm, APC
27 as class counsel and granted final approval of wage and hour class action for unpaid
28 overtime.)

1 m. *Shachno et al., v. KT Hotels, LLC, et al.* San Diego Superior Court Case No
2 Case No. 37-2018-00043601 (May 31, 2019 – Hon. Gregory Pollack appointed JCL
3 Law Firm, APC, as Class Counsel and granted preliminary approval for the wage
4 and hour class action settlement involving nearly 900 current and former employees.
5 Final approval scheduled for October 4, 2019)

6 n. *Almanza v. The Express Group, Inc.*, San Bernardino Superior Court Case
7 No. CIVDS1722542 (April 19, 2019 – Hon. David Cohn appointed the JCL Law
8 Firm, APC, as Class Counsel and granted final approval for a wage and hour class
9 action settlement for *inter alia*, missed meal and rest periods and independent
10 contractor misclassification.)

11 o. *Moschetto v. Pillow Global, Inc.* San Diego Superior Court, Case No. 37-
12 2017-00024031-CU-OE-CTL (April 5, 2019 – Hon. John S. Meyer appointed JCL
13 LAW Firm, APC, as Class Counsel and granted final approval for a wage and hour
14 wage class action settlement involving misclassified house cleaners.)

15 p. *Burke v. Friendship Hotel, LLC*, San Diego County Superior Court Case No.
16 37-2017-00022517-CU-OE-CTL (March 10, 2019 – final approval granted on for
17 an unlawful housing class action arising under Civil Code Section 1940.2)

18 q. *Terrado et al., v. Accredited Debt Relief, LLC*, San Diego County Superior
19 Court Case No. 37-2018-00014181-CU-OE-CTL (February 8, 2019 – Hon. Gregory
20 W. Pollock appointed JCL Law Firm, APC as Class Counsel and granted final
21 approval for a wage and hour class action settlement for meal and rest period
22 violations);

23 r. *Macaspac v. San Antonio Regional Hospital*, San Bernardino Superior Court
24 Case No. CIVDS1512625, (July 27, 2018 – Hon. Thomas S. Garza appointed JCL
25 Law Firm, APC, as Class Counsel and granted final approval for a wage and hour
26 class action settlement involving claims for on duty meal and rest periods.);

27 s. *Summerlin et al. v. Maplebear, Inc. dba Instacart*, Los Angeles Superior
28 Court Case No. BC603030 (2018 - certified and settled wage and hour class action.)

- 1 t. *Ortega v. Prime Healthcare*, San Diego Superior Court Case No. 37-2014-
2 00011240-CU-OE-CTL (2018 – Approved PAGA only settlement for on duty meal
3 and rest periods)
- 4 u. *Engstrom v. Bender-Rosenthal, Inc.* San Diego Superior Court Case No. 37-
5 2016-00012373-CU-OE-CTL (2017 - Certified and settled class action for
6 employee misclassification);
- 7 v. *Crawford v. Outlook Amusements, Inc.*, Los Angeles Superior Court Case
8 No. BC617160 (2017 - Certified and settled wage and hour class action.);
- 9 w. *Hernandez v. Sunglass Hut Trading, LLC*, San Bernardino Superior Court
10 Case No. CIVDS1505181 (2016 - Certified and settled wage and hour class action);
- 11 x. *Burns v. Shalom, LLC*, San Diego Superior Court, Case No., 37-2013-
12 00058356-CU-BT-CTL (2015 - certified and settled class action for unlawful
13 housing practices arising out of Civil Code Section 1940.1);

14 51. Since 2010, my firm has successfully resolved more than sixty (65) cases and
15 recovered in excess of \$50 million on behalf of the Firm's clients.

16 52. Since 2010, I have successfully tried two (2) cases to conclusion, each resulting in a
17 favorable verdict for the firm's clients.

18 53. Finally, I have published appellate experience in *William Blanchette et al., v. The*
19 *Superior Court of Imperial County, (GHA Enterprises)*, 8 Cal.App.5th 521.

20 54. Consequently, I was named to the prestigious Thomson Reuters, Super Lawyers,
21 Rising Star in 2015, 2016, 2017 and, again, in 2018. According to Thomson Reuters, the Super
22 Lawyers, Rising Star list recognizes the top 2.5% of eligible attorneys. (see
23 https://www.superlawyers.com/about/selection_process.html.)

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1 I declare under the penalty of perjury under the laws of the State of California that the
2 foregoing is true and correct. Executed this 24th day of June 2021, at San Diego, California.

3
4 **JCL LAW FIRM, APC**

5
6 By: 
7 Jean-Claude Lapuyade
8 Attorney for Plaintiff
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EXHIBIT 1

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 V. "Payment Ratio" means the respective Workweeks for each Settlement Class Member
13 divided by the sum total Workweeks for all Settlement Class Members.
14
- 15 W. "Plaintiff" shall mean REINALD PILLSBURY.
16
- 17 X. "QSF" means the Qualified Settlement Fund established, designated and maintained
18 by the Settlement Administrator to fund the Total Settlement Amount.
19
- 20 Y. "Released Claims" means all class claims alleged in the operative complaint in
21 *Pillsbury v. T&T Restaurants CA, Inc.* Case No. CVW-20-1214, including all claims,
22 requests for damages and penalties alleged therein, which occurred during the Class
23 Period, and expressly excluding all other claims, including claims for vested benefits,
24 wrongful termination, unemployment insurance, disability, social security, workers'
25 compensation, and class claims outside of the Class Period.
26
- 27 Z. "Released PAGA Claims" mean any and all PAGA Claims alleged in the operative
28

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

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

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.
26
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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.
17
18
19

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.

18
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."
26
27
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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
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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
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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
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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
28

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
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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 2