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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

MAR 15 2022

BY


JESSICA MORALES, DEPUTY

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

VERONICA GRAHAM, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

GAFE PIZZA, INC., a California corporation;
and DOES 1 through 100,

Defendants.

Case No.: CIV-DS-2013279

*[Assigned for all purposes to the Hon.
David Cohn]*

**REVISED [PROPOSED] ORDER
GRANTING PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT**

Date: March 11, 2022
Time: 10:00 a.m.
Dept.: S26

Complaint Filed: June 11, 2020
Trial Date: None Set

1 The unopposed motion of Plaintiff Veronica Graham ("Plaintiff") for Preliminary
2 Approval of Class Action Settlement came on regularly for hearing before this Court on March
3 11, 2022, at 10:00 a.m. The Court, having considered the proposed Stipulation of Settlement (the
4 "Settlement"), attached as Exhibit A to this Order; having considered Plaintiff's Motion for
5 Preliminary Approval of Class Action Settlement, Memorandum of Points and Authorities in
6 support thereof, and supporting declarations filed therewith; and good cause appearing, HEREBY
7 ORDERS THE FOLLOWING:

8 1. The Court GRANTS the Parties' request to file the Second Amended Class and
9 Representative Action Complaint ("SAC"), attached as Exhibit E to the Declaration of Daniel J.
10 Brown filed on February 10, 2022. The SAC shall be deemed filed as of the date of this Order.
11 Defendant's Answer on file shall be deemed its Answer to the SAC.

12 2. The Court GRANTS preliminary approval of the class action settlement as set
13 forth in the Settlement and finds its terms to be within the range of reasonableness of a settlement
14 that ultimately could be granted approval by the Court at a Final Fairness Hearing. For purposes
15 of the Settlement, the Court finds that the proposed Settlement Class is ascertainable and that
16 there is a sufficiently well-defined community of interest among the members of the Settlement
17 Class in questions of law and fact. Therefore, for settlement purposes only, the Court grants
18 conditional certification of the following Settlement Class:

19 All current and former hourly non-exempt employees of Gafe Pizza,
20 Inc., within California at any time during the period of June 11, 2019
21 through January 26, 2022. ("Settlement Class" or "Settlement Class
Members").

22 3. For purposes of the Settlement, the Court designates named Plaintiff Veronica
23 Graham as Class Representative, and Daniel J. Brown of Stansbury Brown Law, as Class Counsel.

24 4. The Court designates Phoenix Settlement Administrators as the third-party
25 Settlement Administrator for mailing notices.

26 5. The Court approves, as to form and content, the Notice of Class Action Settlement
27 ("Class Notice"), Request for Exclusion Form, and Objection Form, attached as Exhibits B, C,
28 and D, respectively to this Order.

1 6. The Court finds that the form of notice to the Settlement Class regarding the
2 pendency of the action and of the Settlement, and the methods of giving notice to members of the
3 Settlement Class constitute the best notice practicable under the circumstances, and constitute
4 valid, due, and sufficient notice to all members of the Settlement Class. The form and method of
5 giving notice complies fully with the requirements of California Code of Civil Procedure section
6 382, California Civil Code section 1781, California Rules of Court 3.766 and 3.769, the California
7 and United States Constitutions, and other applicable law.

8 7. The Court further approves the procedures for Class Members to opt out of or
9 object to the Settlement, as set forth in the Class Notice.

10 8. The procedures and requirements for filing objections in connection with the Final
11 Fairness Hearing are intended to ensure the efficient administration of justice and the orderly
12 presentation of any Class Member's objection to the Settlement, in accordance with the due
13 process rights of all Class Members.

14 9. The Court directs the Settlement Administrator to mail the Class Notice, Request
15 for Exclusion Form, and Objection Form to the members of the Settlement Class in accordance
16 with the terms of the Settlement. The Court directs the Settlement Administrator to carry out all
17 duties as required by the Settlement.

18 10. The Class Notice Packet shall provide at least 40 calendar days' notice for Class
19 Members to opt out of, or object to, the Settlement. Any Request for Exclusion or Objection shall
20 be submitted directly to the Settlement Administrator and not filed with the Court. Upon receipt
21 of any Requests for Exclusion or Objections, the Settlement Administrator shall forward copies
22 of all Requests for Exclusion or Objections to counsel for all Parties. The Settlement
23 Administrator shall file a declaration concurrently with the filing of the Motion for Final Approval
24 of Class Action Settlement which authenticates a copy of every Request for Exclusion and
25 Objection received by the Settlement Administrator.

26 11. The Final Fairness Hearing on the question of whether the Settlement should be
27 finally approved as fair, reasonable, and adequate is scheduled in Department S26 of this Court,
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located at 247 West Third Street, San Bernardino, California 92415, on June 28, 2022 at 10:00 a.m.

12. At the Final Fairness Hearing, the Court will consider: (a) whether the Settlement should be finally approved as fair, reasonable, and adequate for the Settlement Class; (b) whether a judgment granting final approval of the Settlement should be entered; and (c) whether Plaintiff's application for reasonable attorneys' fees, reimbursement of litigation expenses, Enhancement Payment to Plaintiff, and payment to the Labor and Workforce Development Agency ("LWDA") for penalties under the Labor Code Private Attorneys General Act ("PAGA") should be granted.

13. Counsel for the Parties shall file memoranda, declarations, or other statements and materials in support of their request for final approval of the Settlement, attorneys' fees, litigation expenses, Plaintiff's Enhancement Payment, settlement administration costs, and payment to the LWDA for PAGA penalties prior to the Final Fairness Hearing according to the time limits set by the Code of Civil Procedure and the California Rules of Court.

14. An implementation schedule is below:

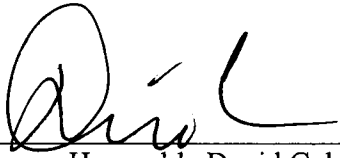
Event	Date
Defendant to provide Class Data to Settlement Administrator no later than [approximately 15 days after preliminary approval]:	March 28, 2022
Settlement Administrator to mail Class Notice, Request for Exclusion and Objection Form to Class Members no later than [7 days after receiving class data]:	April 4, 2022
Deadline for Settlement Class members to request exclusion from, or object to, the Settlement [40 days after mailing]:	May 14, 2022
Deadline for Plaintiff to file Motion for Final Approval of Class Action Settlement:	June 6, 2022
Final Fairness Hearing:	June 28, 2022

15. Pending the Final Fairness Hearing, all proceedings in this action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this Order, are stayed.

1 16. Counsel for the Parties are hereby authorized to utilize all reasonable procedures
2 in connection with the administration of the Settlement which are not materially inconsistent with
3 either this Order or the terms of the Settlement.

4 **IT IS SO ORDERED.**

5 Dated: 3/15, 2022



Honorable David Cohn
Judge of the Superior Court

EXHIBIT A

STIPULATION OF SETTLEMENT

This Stipulation of Settlement (“Settlement Agreement”) is reached by and between Plaintiff Veronica Graham (“Plaintiff”), individually and on behalf of all members of the Settlement Class, defined below, and Defendant Gafe Pizza, Inc. (“Gafe” or “Defendant”). Plaintiff and Defendant are referred to herein collectively as the “Parties.” Plaintiff and the Settlement Class are represented by Daniel J. Brown and Ethan Surls of Stansbury Brown Law (“Class Counsel”). Gafe is represented by Anthony Zaller of Zaller Law Group.

Plaintiff filed a class action complaint (“Complaint” or “Lawsuit”) against Gafe on June 11, 2020, in San Bernardino County Superior Court, Case No. CIV DS 2013279 which alleges causes of action for: (1) minimum wage violations (2) failure to pay all overtime wages; (3) rest period violations; (4) failure to reimburse for necessary business expenses; (5) wage statement violations; (6) waiting time penalties; and (7) unfair competition.

Plaintiff filed a First Amended Class and Representative Action Complaint (“FAC”) on August 19, 2020, to add an additional cause of action for civil penalties under the Private Attorneys General Act (“PAGA”) pursuant to Labor Code Sections 2698 *et seq.*

On October 28, 2021, the Parties attended and participated in good faith, arms’ length settlement discussions at a mediation before Mediator Lynn Frank, Esq. Prior to mediation, the Parties conducted significant investigation of the facts and law. This included review and analysis of Defendant’s policies and putative class members’ time records and payroll records. Counsel for the Parties have further investigated the applicable law as applied to the facts discovered regarding Plaintiff’s claims, the defenses thereto, and the damages and penalties claimed by Plaintiff in the Lawsuit. As a result of the Parties thorough investigation of the allegations and defenses thereto, they were able to reach an agreement at the mediation after extensive negotiations.

Therefore, given the risks and uncertainties of litigation, the Parties have agreed to settle this Lawsuit on the terms set forth herein and subject to the approval of Court. Nothing herein shall be construed as an admission of any wrongdoing or of liability as the Settlement Agreement is intended solely to allow the Parties to buy their peace and resolve the disputed claims asserted in this Lawsuit.

1. Certification for Settlement Purposes. For the purposes of this Settlement Agreement only, the Parties stipulate to certification of the following Settlement Class:

Settlement Class – All individuals who worked for Defendant Gafe Pizza, Inc. (“Defendant”) in California as non-exempt employees from June 11, 2019 through the earlier of (i) January 26, 2022 (i.e. 90 days after execution of the agreement on October 28, 2019) or (ii) the date of preliminary approval (the “Class Period”). (“Settlement Class” or “Settlement Class Members”).

The Parties agree that certification for purposes of settlement is not an admission that class certification is proper under Section 382 of the Code of Civil Procedure or Federal Rule of Civil Procedure Rule 23.

If for any reason this Settlement Agreement is not approved or is terminated, in whole or in part, this conditional agreement to class certification will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held prior to entering into the Settlement Agreement.

2. Amendment to Complaint. The Parties agree that Plaintiff will stipulate to the filing of a Second Amended Complaint (“SAC”), and will submit an amended PAGA notice pursuant to Labor Code § 2699.3 to the LWDA in order to add factual allegations related to: (i) facially deficient wage statements that did not contain the employer’s entire address; (ii) failure to provide meal periods; and (iii) failure to include bonuses when calculating the regular rate of pay for overtime purposes.

3. Release and Waiver of Claims.

A. Releases by Settlement Class Members. Plaintiff and every member of the Settlement Class (except those who opt out, as described below) will fully release and discharge Defendant, its past officers, directors, shareholders, and employees, agents, principals, heirs, representatives, and its respective successors, predecessors in interest, parents, subsidiaries, affiliates, and attorneys (collectively the “Released Parties”) from all claims based on the facts plead in the operative Complaint, the to be filed Second Amended Class and Representative Action Complaint, the PAGA Notice, or the to-be-filed amended PAGA notice, or which could have been plead on the factual allegations in the foregoing documents, that arose during the Class Period (“Released Claims”) including: (a) minimum wage violations (b) failure to pay all overtime wages; (c) rest period violations; (d) meal period violations; (h) wage statement violations; (i) failure to reimburse; (j) waiting time penalties; (k) all claims arising out of unfair business practices under Business & Professions Code § 17200, *et seq.* that could have been premised on the claims that were pled or could have been pled based on the factual allegations in the SAC; and (l) all claims for civil penalties under the PAGA, that could have been premised on the claims that were pled or could have been based on the factual allegations in the SAC. (collectively, the “Released Claims”). For members of the Settlement Class who do not validly opt out, the release period shall run from June 11, 2019, through the earlier of (i) January 26, 2022; or (ii) the date of preliminary approval (“Class Period”). In the event that Defendant fails to fully fund the settlement agreement, the release described herein will be null and void.

B. Releases by Plaintiff. Plaintiff will fully, finally, and forever released the Released Parties from any and all claims, obligations, demands, actions, rights, causes of action, liabilities, of whatever kind and nature, character, and description, whether in law or equity, whether sounding in tort, contract, federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law, whether known or unknown, and whether anticipated or unanticipated, including unknown claims covered by Civil Code Section 1542, for any type of relief, including, without limitation, claims for wages, damages, unpaid costs, penalties, liquidated damages, punitive damages, interest, attorneys fees, litigation costs, restitution, or equitable relief arising from or related to his employment with the Released Parties. Without

limiting the generality of the foregoing, the release of claims by Plaintiff is a complete general release. The claims released herein by Plaintiff include, but are not limited to, the Released Claims, as well as any other claims under any provision of the California Labor Code or any applicable California Industrial Welfare Commission Wage Orders, and claims under local, state, or federal discrimination statutes, including, without limitation, the California Fair Employment and Housing Act, California Government Code §§ 12940 et seq.; the Unruh Civil Rights Act, California Civil Code §§ 51 et seq.; the California Constitution; Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000 et seq.; the Americans with Disabilities Act, 42 U.S.C. §§ 12101 et seq.; the Employee Retirement Income Security Act of 1974, 29 U.S.C. §§ 1001 et seq.; the Age Discrimination in Employment Act and all of their implementing regulations and interpretive guidelines; claims for harassment, discrimination, retaliation and allegedly unpaid wages. Plaintiff has reviewed the manner in which she was paid. Plaintiff believes that after accounting for the consideration she will receive under this Agreement, she will receive more than any amounts, if any, that Plaintiff contend she is arguably owed or could claim to be owed, even after accounting for all allegedly unpaid wages, penalties, interest.

- C. **Parties' Mutual Release of Unknown Claims.** The Parties have agreed to release, in addition to the Released Claims described above, all claims, whether known or unknown, under federal law or state law against each other and the Released Parties. Each Party understands that this release includes unknown claims and that he or it is, as a result, expressly waiving and relinquishing all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

However, to the extent that either Party has claims that cannot be released as a matter of law (i.e., workers' compensation claims), then those claims will not be released.

4. **Settlement Payment.** In exchange for the releases set forth in this Settlement Agreement, Gafe agrees to pay a common fund of Three Hundred Fifty-Eight Thousand Three Hundred and Seventeen Dollars and Zero Cents (\$358,317.00) (the "Maximum Settlement Amount" or "MSA") in full and complete settlement of this matter, as follows:
- A. The Maximum Settlement Amount shall be deposited with the Settlement Administrator within fifteen (15) days of the date of Final Approval (which, for this purpose, shall be defined as the date on which the Court enters an Order granting Final Approval, or solely in the event that there are any objections to the settlement, the filing of an objection being a prerequisite to the filing of an appeal, the later of: (i) the last date on which any appeal, writ or other appellate proceeding opposing

the settlement might be filed or at the time any and all objections are withdrawn, or (ii) the successful resolution of any appeal(s) or writ(s) or other appellate proceeding filed in opposition to the settlement or any of its terms – including expiration of any time to seek reconsideration or further review); The Settlement Administrator shall hold all portions of the Maximum Settlement Amount in an interest-bearing account for the benefit of the Settlement Class until the time for disbursement to the Settlement Class as called for in this Settlement Agreement. Within fifteen (15) days of receipt of the Maximum Settlement Amount, The Settlement Administrator shall disburse (i) Plaintiff's attorneys' fees and costs; and (ii) Plaintiff's Class Representative Enhancement Payment.

B. This is a non-reversionary settlement. The Maximum Settlement Amount includes:

- (1) All payments to the Settlement Class;
- (2) All fees and expenses of the Settlement Administrator associated with the administration of the settlement, which are anticipated to be no greater than Ten Thousand Seven Hundred and Fifty Dollars and Zero Cents (\$10,750.00).
- (3) Up to Five Thousand Dollars and Zero Cents (\$5,000.00) for Plaintiff's Enhancement Payment, subject to Court approval, in recognition of Plaintiff's general release of claims, contributions to the Lawsuit, and service to the Settlement Class. In the event that the Court reduces or does not approve the requested Enhancement Payment, the Settlement Agreement remains in full force and effect, Plaintiff shall not have the right to revoke the settlement for that reason, and it shall remain binding;
- (4) Up to one-third of the Maximum Settlement Amount in attorneys' fees, which is currently estimated to be One Hundred and Eighteen Thousand Two Hundred and Forty-Four Dollars and Sixty-One Cents (\$118,244.61), plus up to Fifteen Thousand Dollars and Zero Cents (\$15,000.00) in verified costs and expenses related to the Lawsuit as supported by declaration. In the event that the Court reduces or does not approve Class Counsel's requested fees and costs, the Settlement Agreement remains in full force and effect, Plaintiff shall not have the right to revoke the settlement for that reason, and it shall remain binding (except as provided in this section, Plaintiff, Class Members, the State, and Defendants shall bear their own attorneys' fees and costs); and
- (5) Twenty-Five Thousand Dollars and Zero (\$25,000.00) of the Maximum Settlement Amount has been set aside by the Parties as PAGA civil penalties. Per Labor Code § 2699(i), seventy-five percent (75%) of such penalties, or Eighteen Thousand Seven Hundred Fifty Dollars and Zero Cents (\$18,750.00) will be payable to the Labor & Workforce Development Agency ("LWDA"), and the remaining twenty-five percent (25%), or Six Thousand Two Hundred Fifty Dollars and Zero Cents (\$6,250.00) will be payable to the Settlement Class as the "PAGA Amount."

- C. Defendant's share of payroll taxes shall be paid by Defendant separate and apart from the Maximum Settlement Amount.
 - D. **Escalator Clause.** Defendant represents that as of October 28, 2021, class members worked a combined 13,273 pay periods during the Class Period. If, at the time of preliminary approval, the number actual number of pay periods worked during the Class Period is ten percent (10%) more than 13,273 pay periods, then Defendant shall increase the Maximum Settlement Amount on a pro-rata basis equal to the increase in the number of pay periods above ten percent (e.g., if the number of pay periods or putative class members increases by 25%, Defendant will increase the Maximum Settlement Amount by 15%).
5. **Settlement Award Procedures.** Settlement Class Members are not required to submit a claim form to receive their Individual Settlement Award. Individual Settlement Awards will be determined and paid as follows:
- A. The Settlement Administrator shall first deduct from the Maximum Settlement Amount the amounts approved by the Court for the Settlement Administrator's fees and expenses, Plaintiff's Enhancement Payment, Class Counsel's attorneys' fees, Class Counsel's costs and expenses, and the \$25,000.00 PAGA settlement. The remaining amount shall be known as the "Net Settlement Fund."
 - B. From the Net Settlement Fund, the Settlement Administrator will calculate each Settlement Class Member's Individual Settlement Award.

Settlement Awards shall be based on the following formula:

- i. **Waiting Time Amount:** Twenty percent (20%) of the Net Settlement Fund shall be designated as the "Waiting Time Amount." Each participating Settlement Class Member who separated their employment from Gafe at any time from June 11, 2019, to the earlier of (i) January 26, 2022 or (ii) the date of preliminary approval ("Waiting Time Period"), shall receive an equal, pro-rata share of the Waiting Time Amount.
- ii. **Wage Statement Amount:** Twenty percent (20%) of the Net Settlement Fund shall be designated as the "Wage Statement Amount." Each participating Settlement Class Member who was employed by Gafe at any time from June 11, 2019 to the earlier of (i) January 26, 2022 or (ii) the date of preliminary approval shall receive a portion of the Wage Statement Amount proportionate to the number of pay periods that he or she worked during the period from June 11, 2019, to the earlier of (i) January 26, 2022 or (ii) the date of preliminary approval ("Wage Statement Period").
- iii. The remainder of the Net Settlement Fund shall be distributed to each participating Settlement Class Member based on their proportionate share of Eligible Workweeks (defined below) during the Class Period, by multiplying the remaining Net Settlement Fund by a fraction, the numerator of which is the participating Settlement Class Member's Eligible

Workweeks during the Class Period, and the denominator of which is the total Eligible Workweeks of all participating Settlement Class Members during the Class Period.

An “Eligible Workweek” shall be any workweek in which the Class Member worked at least one day during the workweek based on Gafe’ records.

- C. **PAGA Amount:** Each individual who was employed by Gafe as a non-exempt employee at any time from June 11, 2019, to the earlier of (i) January 26, 2022 or (ii) the date of preliminary approval, shall receive a portion of the Six Thousand Two Hundred Fifty Dollars and Zero Cents (\$6,250.00) that has been designated as the “PAGA Amount” proportionate to the number of pay periods that he or she worked during the period from June 11, 2019, to the earlier of (i) January 26, 2022 or (ii) the date of preliminary approval (“PAGA Period”).
- D. Within ten (10) days following the full funding of the Maximum Settlement Amount with the Settlement Administrator by Gafe, the Settlement Administrator will calculate Individual Settlement Award amounts and mail Individual Settlement Awards to participating Settlement Class Members.
- E. For purposes of calculating applicable taxes and withholdings for the Settlement Class Members, twenty percent (20%) of each Individual Settlement Award shall be designated as wages subject to W-2 reporting and normal payroll withholdings; the remaining eighty percent (80%) of each Individual Settlement Award shall be designated as penalties and interest subject to IRS Form 1099 reporting with no withholdings. Notwithstanding the treatment of the payments to each Settlement Class Member above, none of the payments called for by this Settlement Agreement, including the wage portion, are to be treated as earnings, wages, pay or compensation for any purpose of any applicable benefit or retirement plan, unless required by such plans.
- F. Each Settlement Class Member who receives an Individual Settlement Award must negotiate the settlement check within one hundred eighty (180) days from the date of issuance. The one hundred eighty (180) day expiration of the settlement checks will be pre-printed on the front of the settlement check. Any funds payable to Settlement Class Members whose checks are not negotiated within one hundred eighty (180) days period will not be reissued and will be transferred by the settlement administrator to St. Jude Children’s Research Hospital as a cy pres.
- G. Neither Plaintiff nor Gafe shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by his or its own acts of omission or commission, the same is true for the Settlement Administrator.

6. Class Counsel’s Attorneys’ Fees and Litigation Costs. Gafe will not object to a request for a total award of attorneys’ fees to Class Counsel in an amount not to exceed one-third of the

Maximum Settlement Amount, which is currently estimated to be One Hundred Eighteen Thousand Two Hundred Forty-Four Dollars and Sixty-One Cents (\$118,244.61), plus up to Fifteen Thousand Dollars and Zero Cents (\$15,000.00) in verified costs and expenses related to the Lawsuit as supported by declaration. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised, responses to any intervenors and any appeals necessitated by those objections or intervenors. Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator when it pays the fee award as approved by the Court. Except as provided in this section, Plaintiff, Class Members, the State and Defendant shall bear their own attorneys' fees and costs.

7. Plaintiff's Enhancement Payment. Gafe will not object to a request for a Class Representative Enhancement Payment for Plaintiff of up to Five Thousand Dollars and Zero Cents (\$5,000.00) in exchange for the general release of her claims, her time and risks in prosecuting this case, and her service to the Settlement Class. This payment will be in addition to Plaintiff's Individual Settlement Award as a Settlement Class Member and shall be reported on an IRS Form 1099 by the Settlement Administrator. It is the intent of the Parties that the Enhancement Payment to the Plaintiff is for her services in connection with this Lawsuit and is not wages, therefore the Settlement Administrator shall not withhold any taxes from the Enhancement and shall report it on an IRS Form 1099, which shall be provided to Plaintiff and to the pertinent taxing authorities as required by law. Although it is the contemplation of the Parties that the Enhancement does not represent wages, the Internal Revenue Service, the California Franchise Tax Board, or some other taxing authority may take the position that some or all of the Enhancement Payment constitutes wages for income tax and withholding purposes. Plaintiff agrees to assume the responsibility of remitting to the Internal Revenue Service, the California Franchise Tax Board, and any other relevant taxing authority the amounts required by law, if any, to be withheld by Gafe from the Enhancement paid under this Settlement Agreement. In addition, Plaintiff shall hold Gafe, Released Parties and Class Counsel harmless and indemnify Gafe, Released Parties and Class Counsel for all taxes, interest, penalties, other payments and costs, incurred by Gafe by reason of any claims relating to the non-withholding of taxes from the Enhancement.

8. Settlement Administrator. Gafe will not object to the appointment of Phoenix Settlement Administrators as Settlement Administrator nor to Class Counsel seeking Court approval to pay up to Ten Thousand Seven Hundred Fifty Dollars and Zero Cents (\$10,750.00) from the Maximum Settlement Amount for its services. The Settlement Administrator shall be responsible for sending all required notices, calculating the Net Settlement Fund, calculating each Class Member's Individual Settlement Award amount, performing address updates and verifications, handling inquiries about the calculation of individual Class Member Settlement awards, handling withholding of payroll taxes and payment of such taxes to appropriate governmental authorities, preparing all checks and mailings, issuing W2s and 1099s to Class Members and taxing authorities, and disbursing all residuals resulting from uncashed settlement checks as set forth in Section 4(E). The Settlement Administrator shall establish a settlement center address and telephone number to receive Class Member inquiries about the Class Notice of Settlement. The Settlement Administrator shall be authorized to pay itself from the Maximum Settlement Amount by Class Counsel only after checks have been mailed to all Settlement Class Members.

9. Preliminary Approval. Plaintiff shall apply to the Court for the entry of an Order:

- A. Conditionally certifying the Settlement Class for purposes of this Settlement Agreement;
- B. Appointing Daniel J. Brown of Stansbury Brown Law as Class Counsel;
- C. Appointing Veronica Graham as Class Representative for the Settlement Class;
- D. Approving Phoenix Settlement Administrators as Settlement Administrator;
- E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;
- F. Approving the form and content of the Class Notice Packet (which is comprised of the Class Notice, Request for Exclusion Form, and Objection Form), and directing the mailing of same; and
- G. Scheduling a Final Approval hearing.

10. Notice Procedures. Following preliminary approval, the Settlement Class shall be notified as follows:

- A. Within fifteen (15) days after entry of an order preliminarily approving this Settlement Agreement, Gafe will provide the Settlement Administrator with a class list including the names, last known addresses, and social security numbers (in electronic format) of Settlement Class Members, as well as the total workweeks or pay periods worked by each member of the Settlement Class during the Class Period. The Settlement Administrator shall not disclose Class Member's contact information to Class Counsel.
- B. Within seven (7) days from receipt of the class list information, the Settlement Administrator shall: (i) run the names of all Settlement Class Members through the National Change of Address ("NCOA") database to determine any updated addresses for Settlement Class Members; (ii) update the addresses of any Settlement Class Member for whom an updated address was found through the NCOA search; and (iii) mail the Notice Packet to each Settlement Class Member at their last known address or at the updated address found through the NCOA search, and retain proof of mailing.
- C. The Settlement Administrator shall use its best professional efforts, including utilizing a "skip trace," to track any Settlement Class Member's mailing returned as undeliverable, and will re-send the Notice Packet promptly upon identifying updated mailing addresses through such efforts. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class Member.

- D. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline (defined below) shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a "skip trace," to obtain an updated mailing address within five (5) business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet to the Settlement Class Member immediately, and in any event within three (3) business days of obtaining the updated address. Settlement Class Members to whom Notice Packets are re-sent after having been returned as undeliverable to the Settlement Administrator shall have twenty (20) days from the date of re-mailing, or until the Response Deadline has expired, whichever is later, to mail a Request for Exclusion, challenge or objection. In the event the procedures in this paragraph and paragraphs B and C above are followed and the intended recipient of a Notice still does not receive the Notice, the intended recipient shall remain a Class Members and will be bound by all terms in the Settlement and any Final Judgment entered by the Superior Court if the Settlement is approved by the Superior Court.
- E. **Opt-Out/Request for Exclusion Procedures.** Any Settlement Class Member who wishes to opt-out of the Settlement must complete and mail a Request for Exclusion (defined below) to the Settlement Administrator within forty (40) days of the date of the initial mailing of the Notice Packets (the "Response Deadline").
- i. The Request for Exclusion Form must: (1) contain the name, address, telephone number of the Settlement Class Member; (2) contain a statement that the Settlement Class Member wishes to be excluded from the class settlement; (3) be signed by the Settlement Class Member; and (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion Form fails to comply with items (1)-(3), it will not be deemed a valid Request for Exclusion from this settlement, except a Request for Exclusion Form not containing a Class Member's telephone number will be deemed valid. The date of the postmark on the Request for Exclusion Form, shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Settlement Class Member who requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement and will not be bound by the terms of the settlement (although the PAGA settlement and release provisions will apply to each such individual, and such individual shall be entitled to their of the PAGA Amount) or have any right to object, intervene, appeal or comment thereon. Any Settlement Class Member who does not submit a Request for Exclusion Form is automatically deemed a participating Settlement Class Member. The Settlement Administrator shall notify the Class Counsel and Counsel for Defendant of the number of timely Opt-Outs within five (5) days after the close of the Opt-Out period.
 - ii. **Defendant's Right of Rescission.** As of the date of execution of the Memorandum of Understanding, Defendant represents that there are approximately 686 class members during the Class Period. If ten percent (10%)

or more of the Class Members (i.e. 69 or more individual Class Members) submit Opt-Out requests, Defendant has the right, but not the obligation, in its sole discretion to rescind and void the Settlement Agreement, before final approval by the Court, by providing a written Notice of Termination to Class Counsel with ten (10) business days of the date the Settlement Administrator provided notice to Counsel for Defendant of the number of timely opt-outs in accordance with the Section 9, E. i., above.

- iii. **No Solicitation.** The Parties and their respective counsel represent that neither the Parties nor their respective counsel have or will solicit or otherwise encourage directly or indirectly any Class Member to object to the Settlement, appeal from the Judgment, or elect not to participate in the Settlement.

F. **Objections.** Members of the Settlement Class who do not request exclusion may object to this Settlement Agreement as explained in the Class Notice by filing a written objection with the Settlement Administrator (who shall serve all objections as received on Class Counsel and Defendant's counsel as well as filing them with the Court). Defendant's counsel and Class Counsel shall file any responses to objections no later than the deadline to file the Motion for Final Approval, unless filed within ten (10) days of the Motion for Final Approval filing deadline, in which case Defendant's counsel and Class Counsel shall have ten (10) days to respond. To be valid, any objection must: (1) contain the objecting Settlement Class member's full name and current address; (2) include all objections and the factual and legal bases for same; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; and (4) objections must be postmarked on or before the Response Deadline.

G. **Challenges to Individual Settlement Award Calculations.** Each Notice Packet mailed to a Settlement Class Member shall disclose the amount of the Settlement Class Member's estimated Settlement Award as well as all of the information that was used from Defendant's records in order to calculate the Settlement Award, including the Settlement Class Member's number of Eligible Workweeks during the Class Period, the number of pay periods worked during the PAGA/Wage Statement periods, and whether the Settlement Class Member's employment ended during the period of June 11, 2019, and the earlier of (i) January 26, 2022 or (ii) the date of preliminary approval. Settlement Class Members will have the opportunity, should they disagree with Gafe's records regarding the number of Eligible Workweeks and/or pay periods stated in their Notice Packet and/or whether their employment ended between June 11, 2019, and the earlier of (i) January 26, 2022 or (ii) the date of preliminary approval, to challenge the data provided. In order to challenge Gafe's data, the Settlement Class Member must provide documentation and/or an explanation demonstrating that Gafe's data is incorrect and evidencing the correct number of Eligible Workweeks and or pay periods that the Settlement Class Member believes they should have been credited with and/or evidence of the correct date their employment ended. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. The Settlement Administrator shall provide a copy of the

challenge and any supporting documentation to counsel for the Parties within five (5) days of receipt.

- H. **Dispute Resolution.** The Settlement Administrator shall have the responsibility of resolving all disputes that arise during the settlement administration process, including, without limitation, disputes (if any) regarding the calculation of Settlement Class Member's Individual Settlement Awards, the allocation of W-2 wages, and the number of Eligible Workweeks and/or pay periods. Where the information submitted by Gafe from its records differs from the information submitted by the Settlement Class Member, the Settlement Administrator shall request a conference call between the Settlement Administrator, Class Counsel, and defense counsel to discuss and resolve the dispute. In advance of the conference call, the Settlement Administrator shall email copies of all available information to all counsel. After consulting with the Parties to determine whether an adjustment is warranted, the Settlement Administrator will finally determine the eligibility for and amount of any Settlement Award. Such determination shall be binding upon the Settlement Class Member and the Parties.

11. Final Approval Process. Following preliminary approval and the close of Response Deadline under this Settlement Agreement, Plaintiff shall apply to the Court for entry of an Order:

- A. Granting final approval to the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate;
- B. Approving Plaintiff's application for Settlement Administrator's fees and expenses, Plaintiff's Enhancement Payment, Class Counsel's attorneys' fees, Class Counsel's costs and expenses, and the LWDA's share of the PAGA payment; and
- C. Entering judgment pursuant to California Rule of Court 3.769.

12. Non-Admission. Gafe denies that it has engaged in any unlawful activity, that it has failed to comply with the law in any respect, that it has any liability to anyone under the claims asserted in the Lawsuit, and that but for this settlement a class should not be certified in this Lawsuit. Nothing in this Settlement Agreement is intended or shall be construed as an admission of liability or wrongdoing by Gafe. Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this settlement. The Parties have entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code Section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If Final Approval does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by California Evidence Code Section 1152.

13. No Publicity. Except as part of the proceeding to obtain court approval of this Settlement Agreement or in any other judicial proceeding, and to the extent permitted by law, Class Counsel and Plaintiff agree that they shall not directly, or indirectly: (1) publish the terms of this Settlement Agreement in the media, including traditional print media, television, internet, any form of social media; (2) affirmatively contact anyone in the media or on social media for purposes of publishing

the terms of this Settlement Agreement; or (3) issue press releases about the terms of this Settlement Agreement. This provision is intended to avoid unnecessary harm to the business reputation and/or business interruption of Defendants and shall not be construed as prohibiting Class Counsel and Plaintiff from answering questions from the media.

14. Non-Disparagement. Class Counsel and Plaintiff agree not to make any statements, written or oral, or otherwise engage in any communication, which disparages Releasees, including Defendant's products or business practices. This provision specifically prohibits Plaintiff from posting unflattering or condemnatory statements or information about Releasees on any internet site, whether or not done anonymously. Nothing in this paragraph shall be construed as prohibiting Class Counsel or Plaintiff from truthfully participating as a witness in any administrative or legal proceeding against any Releasees in the event Class Counsel or Plaintiff are subpoenaed to do so. Nothing in this Settlement Agreement prevents Plaintiff from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that Plaintiff and Class Members have reason to believe is unlawful.

15. Amendments or Modifications. The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

16. Notices. All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered to recipient by e-mail at the addresses set forth below, or such other addresses as the Parties may designate in writing from time to time:

if to Gafe:

Anthony Zaller, Esq.
ZALLER LAW GROUP
999 N. Pacific Coast Hwy #525
El Segundo, CA 90245
azaller@zallerlaw.com

if to Plaintiff:

Daniel J. Brown, Esq.
STANSBURY BROWN LAW
2610 ½ Abbot Kinney Blvd.
Venice, CA 90291
dbrown@stansburybrownlaw.com

17. Entire Agreement. This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.

18. Binding on Assigns. This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors and assigns.

19. Counterparts. This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

[SIGNATURES ON FOLLOWING PAGE]

EXECUTION BY PARTIES AND COUNSEL

DATED:

Gafe Pizza, Inc.

By: Fernando Tapia

Its:

DATED:

Veronica Graham

By: _____
Plaintiff and Settlement Class Representative

APPROVED AS TO FORM:

DATED:

ZALLER LAW GROUP

By: Anthony Zaller
Anthony Zaller
Attorneys for Defendant

DATED:

STANSBURY BROWN LAW

By: _____
Daniel J. Brown
Attorneys for Plaintiff

Signature: 
Fernando Tapia (Mar 14, 2022 14:12 PDT)
Email: tapiaf_gafepizza@yahoo.com

EXECUTION BY PARTIES AND COUNSEL

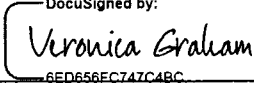
DATED: Gafe Pizza, Inc.

By: _____

Its:

DATED: 3/14/2022

Veronica Graham

By:  _____
Plaintiff and Settlement Class Representative

APPROVED AS TO FORM:

DATED: ZALLER LAW GROUP

By: _____
Anthony Zaller
Attorneys for Defendant

DATED: March 14,
2022

STANSBURY BROWN LAW

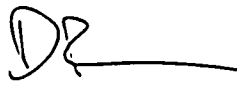
By:  _____
Daniel J. Brown
Attorneys for Plaintiff

EXHIBIT B

NOTICE OF PENDENCY OF CLASS ACTION AND PROPOSED SETTLEMENT

Veronica Graham v. Gafe Pizza, Inc., et al.
San Bernardino County Superior Court
Case No.: CIV DS 2013279

To: All individuals who worked for Defendant Gafe Pizza, Inc. ("Defendant") in California as non-exempt employees from June 11, 2019 through January 26, 2022 ("Class Members").

PLEASE READ CAREFULLY
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT

Why should you read this Notice?

The Court has granted preliminary approval of a proposed settlement (the "Settlement") in the matter of *Veronica Graham v. Gafe Pizza, Inc., et al.*, San Bernardino County Superior Court, Case No. CIV DS 2013279 (the "Lawsuit"). Because your rights may be affected by the Settlement, it is important that you read this Notice carefully.

You may be entitled to money from this Settlement. The records of Gafe Pizza, Inc. ("Defendant") records show that you were employed by Gafe Pizza, Inc. as a non-exempt employee in California between June 11, 2019 and January 26, 2022 (the "Class Period"). The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this Notice is to provide you with a brief description of the Lawsuit, to inform you of the terms of the Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound to the terms of the Settlement and any final judgment.

What is this Lawsuit about?

Plaintiff Veronica Graham ("Plaintiff") brought this Lawsuit against Defendant seeking to assert claims on behalf of a class of all current and former non-exempt employees who worked for Gafe Pizza, Inc. in California from June 11, 2019 through January 26, 2022. Plaintiff is known as the "Class Representative," and her attorneys, who also represent the interests of all Class Members, are known as "Class Counsel."

The Lawsuit alleges that Defendant: (i) failed to pay employees all earned minimum and overtime wages; (ii) failed to provide all legally required meal and rest periods; (iii) failed to provide accurate and itemized wage statements; (iv) failed to timely pay all wages due or final wages due upon separation of employment; (v) failed to reimburse for all necessary business expenses; and (vi) engaged in unlawful business practices as a result of the above-mentioned alleged violations. The Lawsuit further alleges that Defendant are also liable for civil penalties under the California Labor Code Private Attorneys General Act ("PAGA").

Defendant denies that it has done anything wrong. Defendant also denies that it owes Class Members any wages, restitution, statutory or civil penalties, damages, or any other remedies. Accordingly, the Settlement is a compromise of disputed claims and should not be considered as an admission of liability on the part of Defendant, by whom all liability is expressly denied.

The Class Representative and Class Counsel support the Settlement. Among the reasons for support are the defenses to liability potentially available to Defendant, the risk of the Court not allowing the case to proceed as a class action, the risk of trial on the merits, and the delays and uncertainties associated with ongoing litigation.

The Court has not ruled on the merits of the claims alleged in the Lawsuit. In granting preliminary approval of the Settlement, the Court has determined only that there is sufficient evidence to suggest that the Settlement might be fair, adequate, and reasonable. A final determination on whether the Settlement is fair, adequate, and reasonable will be made at the Final Approval hearing.

Your decision about whether to participate in the Settlement will not affect your employment. California law and Defendant's policies strictly prohibit unlawful retaliation. Defendant will not take any adverse action against or otherwise target, retaliate, or discriminate against any Class Member because of his or her decision to either participate or not participate in the Settlement.

Who are the Attorneys?

Attorneys for Plaintiff/Settlement Class:	Attorneys for Defendants:
STANSBURY BROWN LAW Daniel J. Brown dbrown@stansburybrownlaw.com 2610 ½ Abbot Kinney Blvd. Venice, California 90291 Tel: (323) 204-3124 www.stansburybrownlaw.com	ZALLER LAW GROUP Anthony Zaller, Esq. azaller@zallerlaw.com 999 N. Pacific Coast Hwy #525 El Segundo, CA 90245 Tel: (323) 592-3505 www.zallerlaw.com

What are the terms of the Settlement?

Defendant has agreed to pay \$358,317.00 (the "Maximum Settlement Amount") to fully resolve all claims in the Lawsuit, including payments to Class Members, Class Counsel's attorneys' fees and expenses, Settlement administration costs, and the Class Representative's Incentive Payment.

The following deductions from the Maximum Settlement Amount will be requested by the Parties:

Attorneys' Fees and Expenses. Class Counsel have been prosecuting the Lawsuit on behalf of Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys' fees, which will be paid from the Maximum Settlement Amount. Class Members are not personally responsible for any of Class Counsel's attorneys' fees or expenses. Class Counsel will ask for up to one-third of the Maximum Settlement Amount, which is currently estimated at \$118,244.61, as reasonable compensation for the work Class Counsel performed and will continue to perform in this Lawsuit through Settlement finalization. Class Counsel also will ask for reimbursement of up to \$15,000.00 in verified costs incurred in connection with the Lawsuit.

Settlement Administration Costs. The Court has approved Phoenix Settlement Administrators to act as the "Settlement Administrator," who is sending this Notice to you and will perform many other duties relating to the Settlement. The Court has approved setting aside up to \$10,750.00 from the Maximum Settlement Amount to pay the settlement administration costs.

Class Representative Incentive Payment. Class Counsel will ask the Court to award the Class Representative an Incentive Payment in the amount of \$5,000.00 to compensate her for her service and extra work provided on behalf of the Class Members.

Payment to State of California. The Parties have agreed to allocate \$25,000.00 towards the Settlement of the PAGA claims in the Lawsuit. \$18,750.00 will be paid to the State of California Labor and Workforce Development Agency ("LWDA"), representing its 75% share of the PAGA civil penalties. The remaining \$6,250.00 will be allocated to individuals who were employed by Gafe Pizza as non-exempt employees during the time period of June 11, 2019 to January 26, 2022

Calculation of Class Members' Settlement Awards. After deducting the Court-approved amounts above, the balance of the Maximum Settlement Amount will form the "Net Settlement Fund," which will be distributed to all Class Members who do not submit a valid and timely Request for Exclusion Form ("Settlement Class Members") (described below). The Net Settlement Fund is estimated at approximately \$184,322.39, and will be divided as follows:

- (i) 20% of the Net Settlement Fund shall be designated as the "Waiting Time Amount" and will be allocated in equal, pro-rata share to all Settlement Class Members whose employment with Gafe Pizza, Inc. ended at any time between June 11, 2019 and January 26, 2022 ("Waiting Time Period").
- (ii) 20% of the Net Settlement Fund shall be designated as the "Wage Statement Amount" and will be allocated to Settlement Class Members based on the proportionate number of pay periods that they each worked between June 11, 2019 and January 26, 2022 ("Wage Statement Period").
- (iii) The remainder of the Net Settlement Fund will be distributed to each Settlement Class Member based on the proportionate number of Eligible Workweeks (defined as any workweek in which the Settlement Class Member worked at least one day during the workweek based on Defendants' records) that he or she worked during the Class Period (June 11, 2019 to January 26, 2022).

Calculation of Individuals' PAGA Awards. \$6,250.00 of the Maximum Settlement Amount has been designated as the "PAGA Amount." Each individual who was employed by Gafe Pizza, Inc., Inc. at any time from June 11, 2019 to January 26, 2022 as a non-exempt employee, shall receive a portion of the PAGA Amount based on the number of proportionate pay periods that he or she worked during the time period of June 11, 2019 to January 26, 2022 ("PAGA Period"). Class Members shall not have the right to opt out of the PAGA portion of the settlement, and will receive their portion of the PAGA Amount regardless of their decision to opt out of the class settlement.

Payment of the Settlement. If the Court grants final approval of the Settlement, Individual Settlement Awards will be mailed to all Class Members for their portion of the PAGA Amount regardless of whether they submit a Request for Exclusion Form. In addition, Settlement Class Members will receive additional compensation as part of their Individual Settlement Awards comprised of their portion of the Net Settlement Fund as described above. The Maximum Settlement Amount will be paid by Defendant within thirty (30) calendar days of the Final Approval. <<<DATE OF FINAL APPROVAL >>>.

Allocation and Taxes. For tax purposes, each Individual Settlement Award shall be treated as follows: 20% as "wages" subject to normal payroll withholdings, for which an IRS Form W-2 will be issued; and 80% as penalties and interest with no withholdings, for which an IRS Form 1099 will be issued. For Class Members who opt out of the class portion of the settlement and receive only their portion of the PAGA Amount, 100% of the PAGA Amount shall be treated as penalties with no withholdings, for which an IRS Form 1099 will be issued. Class Members are responsible for the proper income tax treatment of the Individual Settlement Awards. The Settlement Administrator, Defendant and their counsel, and Class Counsel cannot provide tax advice. Accordingly, Class Members should consult with their tax advisors concerning the tax consequences and treatment of awards they receive under the Settlement.

Release. If the Court approves the Settlement, the Settlement Class, and each Settlement Class Member will fully release and discharge Defendant Gafe Pizza, Inc., its past officers, directors, shareholders, and employees, agents, principals, heirs, representatives, and its respective successors, predecessors in interest, parents, subsidiaries, affiliates, and attorneys (collectively, the "Released Parties") for any and all causes of action, claims, rights, damages, penalties, liabilities, expenses, and losses alleged in any of the pleadings or LWDA Notice(s) in the Lawsuit, or that could have been alleged based on any matter or fact set forth or referred to in any of the pleadings or LWDA Notice(s) in the Lawsuit, including: (a) minimum wage violations (b) failure to pay all overtime wages; (c) rest period violations; (d) meal period violations; (h) wage statement violations; (i) failure to reimburse; (j) waiting time penalties; (k) all claims arising out of unfair business practices under Business & Professions Code § 17200, *et seq.* that could have been premised on the claims that were pled or could have been pled based on the factual allegations in the Second Amended Complaint ("SAC"); and (l) all claims for civil penalties under the PAGA, that could have been premised on the claims that were pled or could have been based on the factual allegations in the SAC. (collectively, the "Released Claims"). For members of the Settlement Class who do not validly opt out, the release period shall run from June 11, 2019 through January 26, 2022 ("Class Period").

Conditions of Settlement. The Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate, and in the best interests of the Settlement Class, and the entry of a Judgment.

How can I claim money from the Settlement?

Do Nothing. If you do nothing, you will be entitled to your share of the Settlement based on the proportionate number of workweeks in which you worked at least one day based on Defendants' records ("Eligible Workweek") during the Class Period, the proportionate number of pay periods you worked during the Wage Statement Period, the proportionate number of pay periods you worked during the PAGA Period, and whether you separated from your employment with Gafe Pizza, Inc. during the Waiting Time Period, as stated in this Notice. You also will be bound by the Settlement, including the release of claims stated above.

What other options do I have?

Dispute Information in Notice of Settlement Award. Your Individual Settlement Award is based on the proportionate number of Eligible Workweeks you worked during the Class Period, the proportionate number of pay periods you worked during the Wage Statement Period, the proportionate number of pay periods you worked during the PAGA Period, and whether you have separated from your employment with Gafe Pizza, Inc. during the Waiting Time Period. The information contained in Defendant's records regarding each of these factors, along with your estimated Individual Settlement Award, is listed below. If you disagree with the information listed below, you may submit a dispute, along with any supporting documentation, to <<ADMINISTRATOR CONTACT INFO>>. Any disputes, along with supporting documentation, must be postmarked no later than <<RESPONSE DEADLINE>>. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

The Settlement Administrator will determine whether any adjustments are warranted, and if so, will consult with the Parties and make a determination as to whether an adjustment will be made.

According to Defendant's records:

- (a) you worked for Gafe Pizza, Inc. in California from _____ to _____;
- (b) you worked ____ Eligible Workweeks between June 11, 2019 and January 26, 2022, for Gafe Pizza, Inc.;
- (c) you worked ____ pay periods between June 11, 2019 and January 26, 2022 for Gafe Pizza, Inc.; and
- (d) your employment with Gafe Pizza, Inc. <<DID/DID NOT>> end between June 11, 2019 and January 26, 2022.

Based on the above, your Individual Settlement Award is estimated at \$ _____. The lowest Individual Settlement Award to a Settlement Class Member is estimated at \$ _____. The highest Individual Settlement Award to a Settlement Class Member is estimated at \$ _____.

Exclude Yourself from the Class Portion of the Settlement. If you **do not** wish to take part in the Settlement, you may exclude yourself from the class portion of the settlement by completing the Request for Exclusion Form included with this Notice, and sending it to the Settlement Administrator postmarked no later than <<RESPONSE DEADLINE>>, with your name, address, telephone number, and your signature.

Send the Request for Exclusion Form directly to the Settlement Administrator at <<INSERT ADMINISTRATOR CONTACT INFO>>. Any person who submits a timely Request for Exclusion Form, shall, upon receipt by the Settlement Administrator, not be a Settlement Class Member and shall be barred from participating in any portion of the Net Settlement Fund. However, the person may not opt out of the PAGA portion of the settlement and release as described above. Class Members will receive their portion of the PAGA Amount regardless of their decision to opt out of the class settlement.

Objecting to the Settlement. You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, or any portion of it, you may complete the Objection Form or timely submit a written objection directly to the Settlement Administrator at <<INSERT ADMINISTRATOR CONTACT INFO>>. Your written objection must include your name, address, the case name and number, each specific reason in support of your objection, and any legal or factual support for each objection, together with any evidence in support of your objection. Objection Forms or written objections must be postmarked on or before <<RESPONSE DEADLINE>>.

You may also object by appearing at the Final Approval Hearing scheduled for <<FINAL APPROVAL HEARING DATE/TIME>> in Department S-26 of the San Bernardino County Superior Court, located at the San Bernardino Justice Center, 247 West Third Street, San Bernardino, California 92415. You have the right to appear either in person or through your own attorney at this hearing, although you do not need to appear at the Final Approval Hearing for your objection to be considered. All objections or other correspondence must state the name and number of the case, which is *Veronica Graham v. Gafe Pizza, Inc., et al.*, San Bernardino County Superior Court, Case No. CIV DS 2013279.

If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class Members who do not object.

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on <<FINAL APPROVAL HEARING DATE/TIME>>, in Department S-26 of the San Bernardino County Superior Court, located at the San Bernardino Justice Center, 247 West Third Street, San Bernardino, California 92415. The Court also will be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses and the Class Representative Incentive Payment to Plaintiff. **You are not required to attend the Final Approval Hearing, although any Class Member is welcome to attend the hearing.**

How can I get additional information?

This Notice is only a summary of the Lawsuit and the Settlement. For more information, you may inspect the Court's files and the Settlement Agreement at the Office of the Clerk of the San Bernardino County Superior Court, located at the San Bernardino Justice Center, 247 West Third Street, San Bernardino, California 92415, during regular court hours. You may also view the case file online at <http://portal.sb-court.org/> selecting "Click here to access Court Access Portal", selecting "case search", and entering the case number information. This case is assigned to Department S-26 of the San Bernardino County Superior Court, located at the San Bernardino Justice Center, 247 West Third Street, San Bernardino, California 92415. The Settlement Agreement is attached as Exhibit A to the Declaration of Daniel J. Brown in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement, filed on <<<DATE PRELIMINARY APPROVAL MOTION FILED>>>. You may also contact the Settlement Administrator at <<INSERT ADMINISTRATOR CONTACT INFO>> for more information.

PLEASE DO NOT CALL OR WRITE THE COURT, DEFENDANTS, OR THEIR ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS

REMINDER AS TO TIME LIMITS

The deadline for submitting a Request for Exclusion Form, Objection Form, or any dispute is <<RESPONSE DEADLINE>>. These deadlines will be strictly enforced.

BY ORDER OF THE COURT ENTERED ON <<PRELIMINARY APPROVAL DATE>>.

EXHIBIT C

REQUEST FOR EXCLUSION FORM

Veronica Graham v. Gafe Pizza, Inc.
San Bernardino County Superior Court
Case No.: CIV DS 2013279

IF YOU ***DO NOT*** WISH TO BE PART OF THE CLASS ACTION SETTLEMENT, YOU MAY **COMPLETE, SIGN AND MAIL** THIS FORM, POSTMARKED ON OR BEFORE [INSERT DATE], ADDRESSED AS FOLLOWS:

PHOENIX SETTLEMENT ADMINISTRATORS.

Veronica Graham v. Gafe Pizza, Inc..

CLASS ACTION ADMINISTRATOR

ADDRESS

ADDRESS

PHONE

FAX

DO NOT SUBMIT THIS FORM IF YOU WISH TO RECEIVE A PAYMENT UNDER THE SETTLEMENT.

By signing, filling out, and returning this form, I confirm that I ***do not*** want to be included in the Settlement of the lawsuit entitled *Veronica Graham v. Gafe Pizza, Inc.*, San Bernardino County Superior Court, Case No. CIV DS 2013279.

I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE *VERONICA GRAHAM v. GAFE PIZZA, INC.* LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OF THIS LAWSUIT, EXCEPT FOR MY PORTION OF THE PAGA AMOUNT.

Name

Telephone Number

Address

Date

Signature

Last Four Digits of Social Security Number: ____ _

EXHIBIT D

OBJECTION FORM
Veronica Graham v. Gafe Pizza , Inc.
San Bernardino County Superior Court
Case No.: CIV DS 2013279

All objections must be mailed or delivered to the Settlement Administrator, Phoenix Settlement Administrators at <<INSERT ADMINISTRATOR CONTACT INFO>> on or before <<RESPONSE DEADLINE>>. All objections must be postmarked on or before <<RESPONSE DEADLINE>>.

Objecting Settlement Class Member Information:

Name

Telephone Number

Address

Date

Signature

Describe the Nature of Each Objection and Please Attach Additional Pages if Necessary:

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PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

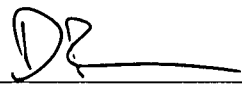
I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action; my business address is 2610 ½ Abbot Kinney Blvd., Venice, CA 90291

On March 11, 2022, I served the document listed below on the parties in this action as follows:

- **REVISED [PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

- ☐ (BY HAND DELIVERY) I delivered to an authorized courier or driver authorized by _____ to receive documents to be delivered on the same date.
- ☐ (BY FEDERAL EXPRESS) I am readily familiar with the practice of collection and processing of correspondence for overnight delivery and know that the document(s) described herein will be deposited in a box or other facility regularly maintained by Federal Express for overnight delivery.
- X (BY EMAIL) I transmitted said document(s) be electronic mail to the e-mail addresses indicated below pursuant to SB 1146 effective 9/18/20, which codifies parts of Emergency Rules 11 and 12, as amended, and CRC 2.251
- X (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on March 11, 2022 at Venice, California.



Daniel J. Brown

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SERVICE LIST

ZALLER LAW GROUP, PC
Anthony J. Zaller, Esq.
azaller@zallerlaw.com
Veenita D. Raj, Esq.
vraj@zallerlaw.com
999 North Pacific Coast Highway, Suite 525
El Segundo, California 90245
Telephone: (323) 592-3505
Facsimile: (323) 592-3506

Attorneys for Defendants