

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 LWDA's share of the PAGA payment. 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. **PAGA 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 Six Thousand Two Hundred Fifty Dollars and Zero Cents (\$6,250.00) of the Net Settlement Fund 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”).

- iv. 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. 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.
- D. 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.
- E. 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 as a cy pres.
- F. 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
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if to Plaintiff:	Daniel J. Brown, Esq. STANSBURY BROWN LAW 2610 ½ Abbot Kinney Blvd. Venice, CA 90291 dbrown@stansburybrownlaw.com
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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.

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EXECUTION BY PARTIES AND COUNSEL

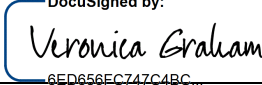
DATED: Gafe Pizza, Inc.

By: _____

Its:

DATED: 2/9/2022

Veronica Graham

By:  _____
Plaintiff and Settlement Class Representative

APPROVED AS TO FORM:

DATED: ZALLER LAW GROUP

By: _____
Anthony Zaller
Attorneys for Defendant

DATED: February 10, 2022 STANSBURY BROWN LAW

By:  _____
Daniel J. Brown
Attorneys for Plaintiff

EXECUTION BY PARTIES AND COUNSEL

DATED:

2/9/2022

Gafe Pizza, Inc.

By: _____

Its: _____

DATED:

Veronica Graham

By: _____

Plaintiff and Settlement Class Representative

APPROVED AS TO FORM:

DATED: 2/10/2022

ZALLER LAW GROUP

By: _____

Anthony Zaller

Attorneys for Defendant

DATED:

STANSBURY BROWN LAW

By: _____

Daniel J. Brown

Attorneys for Plaintiff