

SETTLEMENT AGREEMENT

This Settlement Agreement (this “Agreement” or “Settlement”) is made by and between plaintiff Francisco Nodal (“Plaintiff”), on behalf of himself and, to the extent provided by law, the State of California, on the one hand; and defendants Sodexo, Inc., and SDH Services West, LLC (collectively referred to in the singular as “Sodexo”) on the other hand. Collectively, Plaintiff and Sodexo are referred to as the “Parties” and each a “Party.”

I. DEFINITIONS

In addition to other terms defined in this Settlement, the terms below have the following meaning in this Settlement:

- A. “Action” means the civil action titled, *“Francisco Nodal, on behalf of himself and all others aggrieved, Plaintiff, vs. Sodexo, Inc., a Delaware corporation; SDH Services West, LLC, a Delaware limited liability company; Sharp Memorial Hospital, a California corporation; Tim Smith, an individual; and Does 1 through 100, inclusive, Defendants,”* pending before the Superior Court of California, County of Los Angeles (the “Superior Court”), No. 20STCV40601.
- B. “Complaint” means the complaint filed by Plaintiff in the Action on October 22, 2020.
- C. “Final” means that the Settlement has been approved by the Superior Court and (as applicable) (1) no objection to the Settlement was raised with the Superior Court before approval; or (2) an objection to the Settlement was raised with the Superior Court before approval and (a) the deadline for an appeal from the Superior Court’s order passes without a timely appeal filed; (b) a timely appeal is filed, the California Court of Appeal renders a final judgment affirming the Superior Court’s order without material modification, and the date for review by the California Supreme Court passes without a timely petition for review; (c) a petition for review with the California Supreme Court is filed and either that court denies the petition or renders a final judgment affirming the Superior Court’s order without material modification, and the date for review by the U.S. Supreme Court passes without a timely petition for review; or (d) a petition for review with the U.S. Supreme Court is filed and that court denies the petition or renders a final judgment affirming the Superior Court’s order without material modification.
- D. “LWDA” means the California Labor and Workforce Development Agency.
- E. “LWDA Notice” means the letter from Plaintiff’s Counsel that was served on the LWDA and Sodexo on or about July 28, 2020, alleging violations of the California Labor Code allegedly committed by Sodexo.
- F. “LWDA Payment” means the portion of the payment from the Net Settlement Amount to be paid to the LWDA under the Settlement as its share of the settlement of Plaintiff’s claim for PAGA penalties.

- G. “Net Settlement Amount” means the amount from the Total Settlement Amount that is available for distribution as Settlement Shares to the Settlement Group Members and the LWDA after deduction for (i) the Representative Plaintiff’s Payment, (ii) the Plaintiff’s Counsel Fees and Expenses Payment, and (iii) the Settlement Administrator’s fees and expenses.
- H. “PAGA” means the California Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.*
- I. “PAGA Covered Period” means the period from July 28, 2019, through September 30, 2021.
- J. “PAGA Covered Pay Periods” means the pay periods that a Settlement Group Member worked for Sodexo as a non-exempt hourly paid employee in California subject to California wage-and-hour laws during the PAGA Covered Period. In the case of one or more partial PAGA Covered Pay Periods, a Settlement Group Member’s total PAGA Covered Pay Period will be rounded to the nearest whole PAGA Covered Pay Period. Any pay period covered by the settlement of *Geoffrey Gross and Leonard Pinckney, as aggrieved employees pursuant to the Private Attorneys General Act (‘PAGA’), Plaintiffs, vs. Sodexo, Inc., a Delaware corporation; SDH Education West, LLC, a Delaware limited liability company; SDH Services West, LLC, a Delaware limited liability company; and Does 1 through 10, inclusive, Defendants,* Kern County Superior Court No. BCV-18-101746 (the “Gross v. Sodexo Settlement”), is excluded from the definition of “PAGA Covered Pay Periods.”
- K. “Plaintiff’s Counsel” means David D. Bibiyan and Jeffrey D. Klein of Bibiyan Law Group, P.C.
- L. “Plaintiff’s Counsel’s Fees and Expenses Payment” means the amount awarded to Plaintiff’s Counsel by the Superior Court for their attorneys’ fees and all out-of-pocket costs and expenses incurred to date in connection with the Action, including their pre-filing investigation, their commencement and prosecution of the Action and all related litigation activities, this Settlement (including documenting the Settlement, securing court approval of the Settlement, attending to the administration of the Settlement, and obtaining entry of judgment in the Action), and all post-Settlement compliance procedures.
- M. “Representative Plaintiff’s Payment” means the payment to be made to Plaintiff from the Total Settlement Amount intended to compensate Plaintiff for his initiation and prosecution of the Action and his general release of claims pursuant to the Settlement.
- N. “Settlement Administrator” means the administrator proposed by the Parties and appointed by the Superior Court to administer the Settlement.
- O. “Settlement Group Member” means Plaintiff and all other non-exempt hourly-paid employees subject to California wage-and-hour laws who are or were employed by

Sodexo or any Sodexo subsidiary or affiliate in California from July 28, 2019, through September 30, 2021, other than those whose pay periods during the PAGA Covered Period are entirely covered by the *Gross v. Sodexo* Settlement.

- P. “Settlement Share” means the share of the Net Settlement Amount to be paid to a Settlement Group Member.
- Q. “Total Settlement Amount” means the total amount that Sodexo will be obligated to pay in connection with the Settlement, including any enhancement as provided by section III.B. of this Agreement.

II. RECITALS

- A. On or about July 28, 2020, Plaintiff served on the LWDA and Sodexo the LWDA Notice. The LWDA declined to investigate the alleged violations within 65 calendar days of filing of the LWDA Notice, and Plaintiff initiated the Action.
- B. On October 22, 2020, Plaintiff commenced the Action. Plaintiff asserts a claim for civil penalties under PAGA based on allegations that, with respect to the Settlement Group Members, Sodexo failed to (1) pay for all work performed; (2) provide compliant meal and rest periods; (3) render compliant wage statements; (4) pay final wages on time; (5) reimburse for business expenses, including the cost of tools and safety equipment, and the cost to launder work clothes; (6) provide written notice of employment-related information at time of hire as required by the Wage Theft Protection Act; and (7) provide paid sick leave, all in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.3, 226.7, 432, 510, 512, 558, 558.1, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198.5, 2802, and 2810.5 and all applicable wage orders.
- C. On September 29, 2021, the Parties participated in a mediation presided over by Antonio Piazza. During the mediation, each side, represented by its respective counsel, recognized the substantial risk of an adverse result in the Action and agreed to settle the Action, and all other matters covered by this Agreement. Any agreements, understandings, or representations between the Parties about settlement of the Action at the mediation, or before or after the mediation, have now been replaced and superseded by this Agreement.
- D. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Sodexo that Plaintiff’s claims in the Action have merit or that they have any liability to Plaintiff or the Settlement Group Members, or as an admission by Plaintiff that Sodexo’s defenses in the Action have merit. On the contrary, Sodexo denies all of Plaintiff’s material allegations and maintains that it bears no liability to Plaintiff or any Settlement Group Member.

Based on these Recitals, the Parties agree as follows:

III. SETTLEMENT TERMS AND CONDITIONS

- A. **Total Settlement Amount.** Subject to court approval, the total settlement amount that Sodexo will be obligated to pay in connection with the Settlement is One Million Four Hundred Thousand Dollars (\$1,400,000) (the “Total Settlement Amount”), unless the enhancement set forth in section III.B. applies. The Total Settlement Amount will cover (i) all Settlement Shares to Settlement Group Members, (ii) the LWDA Payment, (iii) the Representative Plaintiff’s Payment, (iv) the Plaintiff’s Counsel Fees and Expenses Payment, and (v) the Settlement Administrator’s fees and expenses.
- B. **Enhancement.** Sodexo represents that the total of the PAGA Covered Pay Periods is approximately 400,000, which, based on a Total Settlement Payment of \$1,400,000, makes the gross per-pay-period settlement value \$3.50. If the total turns out to be more than 440,000 pay periods, the Total Settlement Amount will be increased by \$3.50 per each additional pay period. By way of example, and for the same of clarity, if the total PAGA Covered Pay Periods turn out to be 450,000, the Total Settlement Amount will be increased by \$35,000 (*i.e.*, (450,000-440,000) x \$3.50).
- C. **Net Settlement Amount.** The Net Settlement Amount is the amount from the Total Settlement Amount that is available for distribution as Settlement Shares to Settlement Group Members and the LWDA Payment after deduction for (i) the Representative Plaintiff’s Payment, (ii) the Plaintiff’s Counsel’s Fees and Expenses Payment, and (iii) the Settlement Administrator’s fees and expenses.
- D. **Payment of the Representative Plaintiff’s Payment.** The Representative Plaintiff’s Payment will be paid in a lump sum, without payroll tax deductions and withholding, and Plaintiff will be issued a Form 1099 with respect to the payment.
- E. **Calculation of Settlement Shares.** For purposes of calculating a Settlement Group Member’s Settlement Share, each Settlement Group Member will receive an amount that bears the same ratio to his or her share as the Settlement Group Member’s total PAGA Covered Pay Periods bear to all Settlement Group Member’s PAGA Covered Pay Periods. If, by using this formula, a Settlement Group Member’s Settlement Share would be less than \$5, the Settlement Group Member’s Settlement Share will be increased to \$5, and all other Settlement Group Members’ Settlement Shares will be reduced proportionately.
- F. **Payments.**
1. Within fourteen (14) calendar days after the Superior Court’s order approving the Settlement becomes Final, Sodexo will provide to the Settlement Administrator the names, last known addresses and telephone numbers, Social Security numbers, and PAGA Covered Pay Periods of all Settlement Group Members.

2. The Settlement Administrator will provide Sodexo with wire transfer information within fourteen (14) calendar days after the Settlement becomes Final.
3. Sodexo will transfer the Total Settlement Amount, as the same may be enhanced pursuant to this Agreement, to the Settlement Administrator via wire transfer within seven (7) calendar days after the Settlement Administrator provides Sodexo with wire transfer information or twenty-one (21) calendar days after the Settlement becomes Final (whichever is later). Within five (5) calendar days after the Settlement Administrator disburses the Total Settlement Amount pursuant to this Agreement, Plaintiff will file with the Superior Court a Satisfaction of Judgment in the form evidenced by Exhibit D to this Agreement.
4. The Settlement Shares, the LWDA Payment, the Plaintiff's Counsel Fees and Expenses Payment, and the Settlement Administrator's fees and expenses will be paid within thirty (30) calendar days after the Superior Court's order approving the Settlement becomes Final. Payment of the Settlement Shares to Settlement Group Members will be accompanied by a cover letter in the form evidenced by Exhibit B to this Agreement.
5. If a Settlement Share check comes back to the Settlement Administrator as non-deliverable, the Settlement Administrator will make reasonable efforts to find a current address for the Settlement Group Member and re-mail the check.

G. **Disposition of Uncashed Settlement Share Checks.** If a Settlement Group Member fails to cash the check for his or her Settlement Share within one-hundred eighty (180) calendar days after it is first mailed to the Settlement Group Member, the Settlement Administrator will transfer the money represented by the check to the California State Controller's Office Unclaimed Property Fund (the "Property Fund") with an accounting of the amounts being transferred.

H. **Process for Court Approval.**

1. Pursuant to PAGA, Cal. Lab. Code § 2699(l)(2), Plaintiff will prepare a motion for approval of the Settlement by the Superior Court, which Plaintiff will share with Sodexo for comment prior to filing. Upon approval of the Settlement, the Parties will ask the Court to enter a judgment adopting the Settlement in the form evidenced by Exhibit A to this Agreement, with each side bearing its own costs and attorneys' fees except as provided by the Settlement. Pursuant to section 2699(l)(2), the Settlement will be sent to the LWDA at the same time it is filed with the Superior Court by means of the notice evidenced by Exhibit C to this Agreement.
2. As part of the motion for approval of the Settlement, Plaintiff will seek approval of a Representative Plaintiff's Payment of \$7,500, and a Plaintiff's

Counsel Fees and Expenses Payment of 35% of the Total Settlement Amount or \$490,000 (unless the Total Settlement Amount is enhanced per section III.B. of this Agreement) for attorneys' fees plus up to \$50,000 in costs. Sodexo will not oppose this part of the motion.

3. The Parties will cooperate in the drafting and/or filing of any additional documents reasonably necessary to be prepared or filed and will take all steps that may be requested by the Superior Court relating to the approval and implementation of the Settlement.
4. This Agreement does not grant any right for any Settlement Group Member to object, opt out or otherwise exclude himself or herself from the Settlement for the purpose of pursuing a PAGA claim with respect to the PAGA Covered Period, or any right to appeal from the approval of the Settlement by the Superior Court. However, nothing in this Agreement shall foreclose any right to an objection to the Settlement otherwise permitted by law.
5. If the Superior Court does not approve the Settlement without material modification, the Parties will meet and confer to address the Superior Court's concerns and determine whether resolution of the Action still can be obtained in a manner consistent with those concerns. If, after those efforts, the Superior Court still does not approve of the Settlement without material modification, or if the Superior Court's final approval of the Settlement is reversed or materially modified on appellate review, then the Settlement will become null and void. A modification of the Representative Plaintiff's Payment or the Plaintiff's Counsel's Fees and Expenses Payment will not be deemed a material modification of the Settlement.
6. Pursuant to California Labor Code section 2699(l)(3), the Parties will submit to the LWDA a copy of the Superior Court's order approving the Settlement within 10 calendar days after entry of the order.

I. Releases of Claims.

1. **By Plaintiff in His Individual Capacity.** Provided that the Settlement becomes Final and the Settlement Administrator disburses the Total Settlement Amount, as the same may be enhanced pursuant to this Agreement, as provided by this Agreement, aside from any claims that cannot legally be released as part of this Agreement (such as workers' compensation claims), Plaintiff waives and releases any and all known and unknown claims against Sodexo all of its current and former parent companies, subsidiaries and affiliated companies or entities, customers (including, but not limited to, Sharp Memorial Hospital and Tim Smith), officers, directors, employees, partners, shareholders, members, agents, successors, assigns, legal representatives, and all other related persons and entities (the "Released Parties"), including but not limited to those that were

raised or could have been raised in the Action. These released claims include, but are not limited to, claims for unpaid wages, interest, penalties, attorneys' fees and costs; claims arising under California Labor Code sections 201, 202, 203, 204, 222.5, 226(a), 226.3, 226.7, 432, 510, 512, 558.1, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 1198.5, 2802, and 2810.5, California Business and Professions Code section 17200 *et seq.*, all applicable IWC Wage Orders, and PAGA; the Fair Labor Standards Act; and claims arising under any other federal, state or local law governing employment, wages and hours. In granting the release of claims set forth above, Plaintiff hereby expressly waive California Civil Code section 1542, which states:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT 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.

2. **By Plaintiff in His Representative Capacity under PAGA.** Provided that the Settlement becomes Final and the Settlement Administrator disburses the Total Settlement Amount as provided by this Agreement, in his representative capacity under PAGA and on behalf of himself and, to the extent provided by law, the State of California, Plaintiff waives and releases all claims under PAGA for civil penalties under the California Labor Code, Wage Orders, regulations, and/or other provisions of law alleged in the LWDA Notice and the Complaint to have been violated with respect to himself and the Settlement Group Members during the PAGA Covered Period, including, but not limited to, California Labor Code sections 201, 202, 203, 204, 226(a), 226.3, 226.7, 432, 510, 512, 558.1, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198.5, 2802, and 2810.5, California Business and Professions Code section 17200 *et seq.*, and all applicable IWC Wage Orders, and that release will bind Plaintiff, all Settlement Group Members, and the LWDA, to the extent permitted by law.

- J. **Acknowledgment by Plaintiff's Counsel.** Provided that the Settlement becomes Final and the Settlement Administrator disburses the Total Settlement Amount as provided by this Agreement, Plaintiff's Counsel acknowledge and agree that the Plaintiff's Counsel's Fees and Expenses Payment awarded to them by the Superior Court, either in the first instance if no appeal is taken or after appeal, will represent complete satisfaction of any entitlement to attorneys' fees, costs and expenses they have or could assert in connection with the Action.

- K. **Tax Indemnification.** Plaintiff agrees that he is solely responsible for all tax obligations, including, but not limited to, all payment obligations, which may arise

as a consequence of payments to him and his attorneys under this Settlement, that he will indemnify and hold the Released Parties, as defined above, harmless from and against any and all costs and expenses, including, interest, assessments, withholding and penalties, arising out of any dispute over the non-withholding or other tax treatment of any of the proceeds paid to him and his attorneys as a result of this Settlement, and that he will not make any claim against the Released Parties for any cost or expense if an adverse determination is made by a tax agency in connection with the non-withholding or other tax treatment of Plaintiff's Settlement Share.

- L. **Confidentiality Preceding Court Approval.** Prior to filing of the motion for approval of the Settlement, Plaintiff and his counsel will not issue any press or other media releases or have any communication with the press or media or anyone other than family members, clients, Settlement Group Members, financial advisors, experts and other related consultants, and vendors related to settlement administration, and counsel for the plaintiffs in other PAGA cases currently pending against Sodexo, provided that they first obtain their agreement to the same confidentiality obligation regarding the Settlement to which Plaintiff and his counsel are bound here. If, before the filing of the motion for approval of the Settlement, Plaintiff or his counsel disclose to any unauthorized party (a) that a settlement has been reached or (b) any of the terms of the Settlement except as required by law or to effect the Settlement, Sodexo may, at its option, rescind the Settlement, rendering it null and void. A notice of settlement filed with the Superior Court is excluded from this provision.
- M. **No Assistance with Future Action or Proceeding.** Plaintiff agrees and understands that, upon the Settlement becoming Final, except as may be required by subpoena, court order, or other force of law, Plaintiff will not in any way assist or encourage any individual or entity in commencing or prosecuting any action or proceeding, or in any way participate or cooperate in any such action or proceeding, including any trial, pretrial preparation, or prelitigation fact-gathering connected with any and all matters arising from any event that has occurred up to the present time.
- N. **Fair, Adequate, and Reasonable Settlement.** The Parties agree that the Settlement is fair and reasonable and will so represent to the Superior Court.
- O. **Admissibility of Agreement.** Notwithstanding any privilege applicable to settlement or mediation proceedings, this Agreement may be introduced into evidence to prove the fact and terms of the Settlement.
- P. **No Admission of Liability.** Neither this Agreement nor any other documents prepared in connection with this Settlement are in any way an admission of liability by Sodexo or any other party. In particular, this Agreement may not be used in any future proceeding as an admission by any party of any liability or any fact used to establish liability.

- Q. **Waiver of Appeals.** The Parties waive all appeals from the final approval of the Settlement unless the Superior Court materially modifies the Settlement, except that Plaintiff and Plaintiff's Counsel may appeal from an order by the Superior Court that reduces the amounts sought for the Representative Plaintiff's Payment and the Plaintiff's Counsel Fees or Expenses Payment. Such an order or affirmance of such an order will not entitle Plaintiff to avoid the Settlement. Sodexo's payment obligations under the Settlement will be suspended pending an appeal of the Judgment.
- R. **Complete Agreement.** This Agreement and its exhibits constitute the entire agreement between the Parties relating to the Settlement and supersedes all prior or contemporaneous agreements, representations, warranties, covenants, or inducements regarding its subject matter, including but not limited to the Memorandum of Agreement executed by the Parties on September 29, 2021.
- S. **Modification of Agreement.** This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their successors-in-interest.
- T. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- U. **Headings.** The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- V. **Execution in Counterpart.** This Agreement may be executed in one or more counterparts. All executed counterparts and each of them will be deemed to be one and the same instrument. Facsimile and electronic signatures (e.g., DocuSign) will be accepted. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

Execution by the Parties and Counsel

Dated: ^{Nov 11, 2021} November __, 2021.

FRANCISCO NODAL

Francisco Nodal

Francisco Nodal (Nov 11, 2021 08:10 PST)

Dated: November __, 2021.

SODEXO, INC.

SDH SERVICES WEST, LLC

By: _____
Sebastien De Tramasure
Senior Vice President, Global Head
Finance – Healthcare

- Q. **Waiver of Appeals.** The Parties waive all appeals from the final approval of the Settlement unless the Superior Court materially modifies the Settlement, except that Plaintiff and Plaintiff's Counsel may appeal from an order by the Superior Court that reduces the amounts sought for the Representative Plaintiff's Payment and the Plaintiff's Counsel Fees or Expenses Payment. Such an order or affirmance of such an order will not entitle Plaintiff to avoid the Settlement. Sodexo's payment obligations under the Settlement will be suspended pending an appeal of the Judgment.
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- V. **Execution in Counterpart.** This Agreement may be executed in one or more counterparts. All executed counterparts and each of them will be deemed to be one and the same instrument. Facsimile and electronic signatures (*e.g.*, DocuSign) will be accepted. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

Execution by the Parties and Counsel

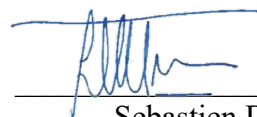
Dated: November __, 2021.

FRANCISCO NODAL

Dated: November 11, 2021.

SODEXO, INC.
SDH SERVICES WEST, LLC

By: _____

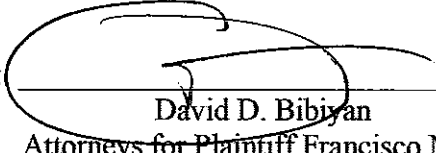


Sebastien De Tramasure
Senior Vice President, Global Head
Finance – Healthcare

Dated: November 11, 2021.

DAVID D. BIBIYAN
JEFFREY D. KLEIN
BIBIYAN LAW GROUP, P.C.

By: _____


David D. Bibiyan
Attorneys for Plaintiff Francisco Nodal

Dated: November __, 2021.

JEFFREY D. WOHL
PAUL HASTINGS LLP

By: _____

Jeffrey D. Wohl
Attorneys for Defendants Sodexo, Inc.,
and SDH Services West, LLC

Dated: November __, 2021.

DAVID D. BIBIYAN
JEFFREY D. KLEIN
BIBIYAN LAW GROUP, P.C.

By: _____
David D. Bibiyan
Attorneys for Plaintiff Francisco Nodal

Dated: November 11 2021.

JEFFREY D. WOHL
PAUL HASTINGS LLP

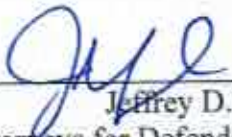
By:  _____
Jeffrey D. Wohl
Attorneys for Defendants Sodexo, Inc.,
and SDH Services West, LLC

EXHIBIT A
[FORM OF JUDGMENT]

1 DAVID D. BIBIYAN (Cal. State Bar No. 287811)
JEFFREY D. KLEIN (Cal. State Bar No. 297296)
2 BIBIYAN LAW GROUP, P.C.
8484 Wilshire Boulevard, Suite 500
3 Beverly Hills, California 90211
Telephone: (310) 438-5555
4 Facsimile: (310) 300-1705
david@tomorrowlaw.com
5 jeff@tomorrowlaw.com

6 Attorneys for Plaintiff Francisco Nodal

7 JEFFREY D. WOHL (Cal. State Bar No. 96838)
PAUL HASTINGS LLP
8 101 California Street, 48th Floor
San Francisco, California 94111
9 Telephone: (415) 856-7000
Facsimile: (415) 856-7100
10 jeffwohl@paulhastings.com

11 Attorneys for Defendants Sodexo, Inc.,
and SDH Services West, LLC
12

13 SUPERIOR COURT OF CALIFORNIA

14 COUNTY OF LOS ANGELES

15
16 FRANCISCO NODAL, on behalf of himself
and all others aggrieved,

17 Plaintiff,

18 vs.
19

20 SODEXO, INC., a Delaware corporation; SDH
SERVICES WEST, LLC, a Delaware limited
liability company; SHARP MEMORIAL
21 HOSPITAL, a California corporation; TIM
SMITH, an individual; and DOES I through
22 100, inclusive,

23 Defendants.
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No. 20SCTV40601

JUDGMENT

Dept.: 51
Judge: Hon. Dennis J. Landin

Complaint filed: October 22, 2020
Trial date: Not yet set

1 The Court having granted the parties' joint motion for approval of their settlement of this
2 action (the "Settlement"), and good cause appearing therefor,

3 IT IS ORDERED that the Settlement is adopted as the judgment of the Court, each side to
4 bear its own costs and attorneys' fees except as provided by the Settlement.

5 IT IS FURTHER ORDERED that within five (5) calendar days after defendants Sodexo,
6 Inc., and SDH Services West, LLC, pay the Total Settlement Payment pursuant to the Settlement,
7 plaintiff Francisco Nodal will file with the Court a satisfaction of this judgment.

8 Dated: _____.

The Honorable Dennis J. Landin
Judge of the Superior Court

EXHIBIT B

[FORM OF COVER LETTER TO SETTLEMENT GROUP MEMBERS]

EXHIBIT B

LETTER ENCLOSING SETTLEMENT SHARE CHECK

[SETTLEMENT ADMINISTRATOR LETTERHEAD]

[Date]

[Settlement Group Member Name]

[Settlement Group Member Address]

Re: Settlement in *Nodal v. Sodexo, Inc., et al.*

Dear [Settlement Group Member]:

This will inform you that a settlement (the “Settlement”) has been reached in the civil action entitled *Francisco Nodal v. Sodexo, Inc., et al.*, Los Angeles County Superior Court No. 20STCV40601 (the “Action”), in which the plaintiff alleges that he and other individuals employed in California by Sodexo, Inc., and SDH Services West, LLC (collectively, “Sodexo”), were subjected to violations of the California Labor Code. In the Action, the plaintiff sought to recover civil penalties against Sodexo pursuant to the California Labor Code Private Attorneys General Act (“PAGA”), Cal. Lab. Code § 2698 *et seq.*, based on his allegations that Sodexo failed to (1) pay for all work performed; (2) provide compliant meal and rest periods; (3) render compliant wage statements; (4) pay final wages on time; (5) reimburse for business expenses, including the cost of tools and safety equipment, and the cost to launder work clothes; (6) provide written notice of employment-related information at time of hire as required by the Wage Theft Protection Act; and (7) provide paid sick leave, all in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.3, 226.7, 432, 510, 512, 558, 558.1, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198.5, 2802, and 2810.5 and all applicable wage orders. Under the Settlement, which the Superior Court has approved, an individual employed by Sodexo as a non-exempt hourly employee in California, and subject to California wage-and-hour laws, from July 28, 2019, to September 30, 2021, may be entitled to a share of the settlement. Settlement shares are calculated based on the number of pay periods each individual worked for Sodexo as a non-exempt hourly-paid worker in California and subject to California wage-and-hour laws from July 28, 2019, to September 30, 2021, with a minimum payment of \$5. Please note that pay periods covered by a prior Sodexo PAGA settlement are excluded from this settlement.

Because you have been identified as an individual who worked for Sodexo as a non-exempt hourly-paid employee in California, and subject to California wage-and-hour laws, between July 28, 2019, and September 30, 2021 and because a prior Sodexo PAGA settlement did not cover all of your pay periods at issue in this Action, you are entitled to a settlement share in the amount reflected by the enclosed check.

Please also note that in entering into this Settlement, Sodexo does not admit to any liability and maintains that at all times it complied with California wage-and-hour laws.

If you have any questions about the foregoing, please contact [Settlement Administrator] at [Settlement Administrator address], ([redacted]) [redacted] - [redacted] or [redacted]@[redacted].com. With the approval of the Superior Court, [Settlement Administrator] is administering this Settlement in this Action.

Sincerely,

[Settlement Administrator]

Enclosure

EXHIBIT C

[FORM OF NOTICE TO LWDA RE: SETTLEMENT]

1 DAVID D. BIBIYAN (Cal. State Bar No. 287811)
JEFFREY D. KLEIN (Cal. State Bar No. 297296)
2 BIBIYAN LAW GROUP, P.C.
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david@tomorrowlaw.com
5 jeff@tomorrowlaw.com

6 Attorneys for Plaintiff Francisco Nodal

7 JEFFREY D. WOHL (Cal. State Bar No. 96838)
PAUL HASTINGS LLP
8 101 California Street, 48th Floor
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9 Telephone: (415) 856-7000
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11 Attorneys for Defendants Sodexo, Inc.,
and SDH Services West, LLC
12

13 SUPERIOR COURT OF CALIFORNIA

14 COUNTY OF LOS ANGELES

15
16 FRANCISCO NODAL, on behalf of himself
and all others aggrieved,

17
18 Plaintiff,

19 vs.

20 SODEXO, INC., a Delaware corporation; SDH
SERVICES WEST, LLC, a Delaware limited
21 liability company; SHARP MEMORIAL
HOSPITAL, a California corporation; TIM
22 SMITH, an individual; and DOES I through
23 100, inclusive,

24 Defendants.
25
26
27
28

No. 20SCTV40601

**NOTICE OF PROPOSED PAGA
SETTLEMENT**

Dept.: 51
Judge: Hon. Dennis J. Landin

Complaint filed: October 22, 2020
Trial date: Not yet set

1 To the California Labor and Workforce Development Agency:

2 PLEASE TAKE NOTICE that the parties to this putative representative action brought
3 under the Labor Code Private Attorneys General Act ("PAGA") have reached a settlement. In
4 accordance with PAGA, Cal. Lab. Code § 2699(l)(2), the parties provide notice to the LWDA and
5 enclose the following documents:

- 6 1. The parties' Settlement Agreement.
7 2. The Notice of Motion and Motion for Court Approval of Settlement, and the
8 memorandum in support of the motion.

9 If you have any questions about this notice of the enclosed materials, please contact
10 counsel for the parties, as provided below:

11 Attorneys for Plaintiff Francisco Nodal:
12 David B. Bibiyan
13 Jeffrey D. Klein
14 Bibiyan Law Group, P.C.
15 8484 Wilshire Boulevard, Suite 500
16 Beverly Hills, California 90211
17 Telephone: (310) 438-5555
18 Facsimile: (310) 300-1705
19 E-mail: david@tomorrowlaw.com
20 jeff@tomorrowlaw.com

Attorneys for Defendants Sodexo, Inc.,
and SDH Services West, LLC:
Jeffrey D. Wohl
Paul Hastings LLP
101 California Street, 48th Floor
San Francisco, California 94111
Telephone: (415) 856-7000
Facsimile: (415) 856-7100
E-mail: jeffwohl@paulhastings.com

21 Dated: November __, 2021.

DAVID D. BIBIYAN
JEFFREY D. KLEIN
BIBIYAN LAW GROUP P.C.

22 By: _____
David D. Bibiyan
Attorneys for Plaintiff Francisco Nodal

23 Dated: November __, 2021.

JEFFREY D. WOHL
PAUL HASTINGS LLP

24 By: _____
Jeffrey D. Wohl
Attorneys for Defendants Sodexo, Inc., and
25 SDH Services West, LLC

26
27
28

EXHIBIT D

[FORM OF SATISFACTION OF JUDGMENT]

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, address, and State Bar number):

After recording, return to:

DAVID D. BIBIYAN (CSB 287811)

JEFFREY D. KLEIN (CSB 297296)

BIBIYAN LAW GROUP, P.C.

8484 Wilshire Boulevard, Suite 500

Beverly Hills, CA 90211 (e-mail: david@tomorrowlaw.com)

TEL NO: (310) 438-5555 FAX NO. (optional): (310) 300-1705

E-MAIL ADDRESS (Optional)

☒ ATTORNEY FOR
 ☒ JUDGMENT CREDITOR
 ☐ ASSIGNEE OF RECORD

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

STREET ADDRESS: 111 North Hill Street

MAILING ADDRESS:

CITY AND ZIP CODE: Los Angeles 90012

BRANCH NAME: Stanley Mosk Courthouse

FOR RECORDER'S OR SECRETARY OF STATE'S USE ONLY

PLAINTIFF: FRANCISCO NODAL

DEFENDANT: SODEXO, INC., SDH SERVICES WEST, LLC ET AL.

CASE NUMBER:

NO. 20STCV40601

ACKNOWLEDGMENT OF SATISFACTION OF JUDGMENT
☒ FULL
 ☐ PARTIAL
 ☐ MATURED INSTALLMENT

FOR COURT USE ONLY

1. Satisfaction of the judgment is acknowledged as follows:

a. ☒ Full satisfaction(1) ☒ Judgment is satisfied in full.(2) ☐ The judgment creditor has accepted payment or performance other than that specified in the judgment in full satisfaction of the judgment.b. ☐ Partial satisfaction

The amount received in partial satisfaction of the judgment is \$

c. ☐ Matured installment

All matured installments under the installment judgment have been satisfied as of (date):

2. Full name and address of judgment creditor:*

Francisco Nodal and State of California, c/o David D. Bibiyan and Jeffrey D. Klein, Bibiyan Law Group, P.C., 8484 Wilshire Boulevard, Suite 500, Beverly Hills, CA 90211

3. Full name and address of assignee of record, if any:

4. Full name and address of judgment debtor being fully or partially released:*

Sodexo, Inc., and SDH Services West, LLC, c/o Jeffrey D. Wohl and Jana B. FitzGerald, Paul Hastings LLP, 101 California Street, 48th Floor, San Francisco, California 94111

5. a. Judgment entered on (date):

b. ☐ Renewal entered on (date):6. ☐ An ☐ abstract of judgment ☐ certified copy of the judgment has been recorded as follows (complete all information for each county where recorded):

COUNTY

DATE OF RECORDING

INSTRUMENT NUMBER

7. ☐ A notice of judgment lien has been filed in the office of the Secretary of State as file number (specify):

NOTICE TO JUDGMENT DEBTOR: If this is an acknowledgment of full satisfaction of judgment, it will have to be recorded in each county shown in item 6 above, if any, in order to release the judgment lien, and will have to be filed in the office of the Secretary of State to terminate any judgment lien on personal property.

Date:

(SIGNATURE OF JUDGMENT CREDITOR OR ASSIGNEE OF CREDITOR OR ATTORNEY*)

*The names of the judgment creditor and judgment debtor must be stated as shown in any Abstract of Judgment which was recorded and is being released by this satisfaction. ** A separate notary acknowledgment must be attached for each signature.