

**JOINT STIPULATION AND AGREEMENT FOR CLASS-PAGA
ACTION SETTLEMENT AND RELEASE**

This Joint Stipulation and Agreement for Class-PAGA Action Settlement and Release is made and entered into by Plaintiff Cherokee Johnson, individually and as representative of the Settlement Class, as defined below, and Seven Seventy Two Company, Inc. and Mr. Stax, Inc. This Joint Stipulation Agreement for Class-PAGA Action Settlement and Release is intended to settle and release all Class Members, as defined below, and Aggrieved Employees, as defined below, from their claims against Defendants, as defined below.

This Joint Stipulation and Agreement for Class-PAGA Action Settlement and Release is subject to the approval of the Court and is made for the sole purpose of attempting to consummate settlement and resolution of the Action, as defined below, and Released Claims, as defined below, and PAGA Released Claims, as defined below, subject to the following terms and conditions. As detailed below, in the event the Court does not enter an order granting final approval of the Settlement, as defined below, or the conditions precedent are not met for any reason, this Joint Stipulation and Agreement for Class-PAGA Action Settlement and Release is void and of no force or effect whatsoever.

I. DEFINITIONS

As used in this Joint Stipulation and Agreement for Class-PAGA Action Settlement and Release, the following terms shall have the meanings specified below. To the extent terms or phrases used in this Joint Stipulation and Agreement for Class-PAGA Action Settlement and Release are not specifically defined below, they are defined elsewhere in this Joint Stipulation and Agreement for Class-PAGA Action Settlement and Release.

1.1 “Action” means the lawsuit pending in the Court, entitled *Cherokee Johnson v. Seven Seventy Two Company, Inc., et al.*, initially filed on July 2, 2020, in the Los Angeles County Superior Court, and assigned Case No. 20-STCV-25308, and includes any amended complaints filed in the lawsuit, including the First Amended Complaint filed on May 13, 2022.

1.2 “Administration Expenses” shall include all costs and expenses associated with and paid to the Settlement Administrator, which are anticipated not to exceed Eight Thousand Dollars and Zero Cents (\$8,000.00).

1.3 “Aggrieved Employee(s)” as used herein, shall mean non-exempt current and former employees, who worked for Defendant Seven Seventy Two Company, Inc. at the International House of Pancakes restaurant operated at 21716 South Avalon Boulevard, Carson, California, and/or Mr. Stax, Inc. at any time during the PAGA Period, as defined herein.

1.4 “Plaintiff,” or “Class Representative” means the named Plaintiff in the Action, Plaintiff Cherokee Johnson, who will represent the Class and Aggrieved Employees subject to Court approval.

1.5 “Class” or “Class Members” is defined as all non-exempt, current and former employees, who worked for Defendant Seven Seventy Two Company, Inc. at the International House of Pancakes restaurant operated at 21716 South Avalon Boulevard, Carson, California, and/or Mr. Stax, Inc. at any time during the period of July 2, 2016 through the date of the entry of Preliminary Approval Order, as defined herein.

1.6 “Class-PAGA Counsel” and “Plaintiff’s Counsel” mean:

Marcus J. Bradley, Esq.
Bradley/Grombacher LLP
31365 Oak Crest Dr Suite 240,
Westlake Village, CA 91361
Tel: (888) 418-7094
Fax: (805) 270-7589
e-mail: mbradley@bradleygrombacher.com

1.7 “Class Notice” means the Court Approved Notice of Proposed Class Action and PAGA Settlement and Hearing Date for Court Approval, as set forth in the form of **Exhibit 1** attached hereto, which is to be mailed to Class Members and Aggrieved Employees.

1.8 “Class Period” means the following: The Class Period is from July 2, 2016 to the date of the entry of the Preliminary Approval Order.

1.9 “Complaint” shall mean the Complaint filed on July 2, 2020 and any amended complaint, including the First Amended Complaint, in Case Number 20-STCV-25308.

1.10 “Counsel for Defendants” or “Defense Counsel” means the following counsel:

Beth A. Kahn, Esq.
Matthew R. Richardson, Esq.
MUSICK, PEELER & GARRETT LLP
333 South Hope Street, Suite 2900, Los Angeles, CA 90071
Tel: (213) 629-7600

1 Fax: (213) 624-1376

2 e-mail: b.kahn@musicckpeeler.com

3 e-mail: m.richardson@musicckpeeler.com

4 1.11 "Court" means the Superior Court of the State of California, for the County of Los Angeles.

5 1.12 "Effective Date" means the date when all of the following have occurred: (a) the Settling
6 Parties have executed this Settlement Agreement; (b) the Court has ordered Final Approval of this
7 Settlement Agreement; (c) the Court has entered a Final Approval Order and Judgment with continuing
8 jurisdiction limited to enforcing this Settlement Agreement; and (d) if, and only if, the Court has overruled
9 all or part of a validly filed objection by a Class Member, or has denied any relief sought in the motion(s)
10 for final approval, the time for appeal has either run without an appeal being filed, or the aggrieved party
11 or parties have waived their right to appeal, and/or any appeal (including any requests for rehearing,
12 petitions for certiorari or appellate review) has been finally resolved. In the event that no written objections
13 are timely filed prior to the Final Approval Hearing, or all timely filed written objections are withdrawn
14 prior to the Final Approval Hearing, the Effective Date shall occur when the Court's Final Approval Order
15 and Judgment are entered.

16 1.13 Seven Seventy Two Company, Inc. and Mr. Stax, Inc. shall mean the named
17 "Defendants" in the Action.

18 1.14 "Restaurant" means the International House of Pancakes located at 21716 South Avalon
19 Boulevard, Carson, California.

20 1.15 "Hearing on Preliminary Approval" or "Preliminary Approval Hearing" means the
21 hearing held on the motion for preliminary approval of the Settlement.

22 1.16 "Gross Settlement Amount" means the agreed upon non-reversionary settlement
23 amount totaling \$170,000.00 (one hundred seventy thousand dollars and zero cents) to be paid by
24 Defendants in full settlement of the Action, Released Claims and Released PAGA Claims, including
25 the Net Settlement Amount (which is inclusive of 25% of the PAGA Payment to Aggrieved Employees
26 ("Aggrieved Employees' PAGA Settlement Amount")), Administration Expenses, Attorneys' Fees and
27 Expenses, Class Representative's Service Award, and LWDA Payment (75% of the PAGA Payment
28 to LWDA), as further described in Section 6.1.

1.17 “Individual Settlement Amount” means a Class Member’s total gross share of the Net Settlement Amount, which shall be allocated and distributed to Class Members based on the number of Workweeks credited to the Class Member, as further described in Section 6.2.

1.18 “Individual Settlement Payment” shall mean the respective payment to each individual Class Member as determined by the Individual Settlement Amount calculation described in Section 6.2.

1.19 “Individual PAGA Settlement Payment(s)” means each Aggrieved Employee’s individual allocated share of the PAGA Payment, e.g., twenty-five percent (25%) or \$2,500. Aggrieved Employees will automatically receive their Individual PAGA Settlement Payment even if they opt out of the Settlement.

1.20 “Judgment” or “Final Approval Order and Judgment” means the order finally certifying the Class for settlement purposes and finally approving this Stipulation and Settlement and entering judgment, substantially in the form attached hereto as **Exhibit 3**, which shall constitute approval pursuant to California Rule of Court 3.769(a) and be a judgment for purposes of rule 3.771(a) of the California Rules of Court.

1.21 “Last Known Address” means the most recently recorded mailing address for a Class Member and/or Aggrieved Employee that is contained in the employment, payroll, or personnel records maintained by Defendants.

1.22 “LWDA” means California’s Labor and Workforce Development Agency, and necessarily includes the Division of Labor Standards and Enforcement (DLSE) within the Department of Industrial Relations (DIR).

1.23 “NCOA Check” means within ten (10) calendar days from the date the Defendants submit the Class List to the Settlement Administrator, the Settlement Administrator will perform a National Change of Address (“NCOA”) check for Class Members’ most current address based on the information provided by Defendants, prior to mailing the Court-approved Class Notice to the Class Members.

1.24 “Net Settlement Amount” means the portion of the Gross Settlement Amount that is available for distribution to Class Members, as further described in Section 6.1.

1 1.25 “Notice of Proposed Class Action Settlement” or “Class Notice” mean a notice to be
2 approved by the Court, substantially in the form attached hereto as **Exhibit 1**, which will constitute
3 notice to the Class pursuant to California Rule of Court 3.769(f) and, once approved by the Court, shall
4 be deemed compliant with California Rule of Court 3.766(d).

5 1.26 “Objection(s)” or “Objectors” are Class Members who object to the Settlement by filing
6 written objections with the Court and serving a copy on the Parties by submitting the copy to the
7 Settlement Administrator no later than the Response Deadline, as further described in Section 5.5.

8 1.27 “PAGA Payment” means, subject to the approval of the Court, the amount of Ten
9 Thousand Dollars and Zero Cents (\$10,000.00), from the Gross Settlement Amount, for penalties under
10 the Private Attorneys General Act of 2004, as codified at *California Labor Code* §§ 2698, *et seq.*
11 (“PAGA”), of which, Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) shall be paid
12 to the Labor and Workforce Development Agency, and Two Thousand Five Hundred Dollars and Zero
13 Cents (\$2,500.00) shall be paid directly to the Aggrieved Employees as part of the Individual PAGA
14 Settlement Payments.

15 1.28 “PAGA Period” means at any time during the period starting on and including July 2,
16 2019 through the date of the entry of Preliminary Approval Order.

17 1.29 “Parties” or “Settling Parties” mean, collectively, Plaintiff and Defendants
18 (individually they are each referred to as “Party” or “Settling Party”).

19 1.30 “Participating Class Member” means a Class Member who does not submit a valid
20 and timely Request for Exclusion from the Settlement.

21 1.31 “Employment and Payroll Taxes” shall mean the employee’s and employer’s share of
22 state and federal employment and payroll taxes and withholdings with respect to the wage-portion of
23 Individual Settlement Payment.

24 1.32 “Preliminary Approval Date” shall mean the date of the entry of the Order upon which
25 the Court grants preliminary approval of this Settlement.

26 1.33 “Preliminary Approval Order” shall mean an order to be executed and filed by the Court,
27 substantially in the form attached hereto as **Exhibit 2**, which will constitute an order certifying a
28

1 provisional class for settlement purposes only pursuant to California Rule of Court 3.769(d) and an
2 order setting a final approval/fairness hearing pursuant to California Rule of Court 3.769(e).

3 1.34 "Released Claims" means all claims that were alleged, or reasonably could have been
4 alleged based on the facts stated in the operative First Amended Complaint against any and all Released
5 Parties (including but not limited to claims under Labor Code §§ 90.5, 98, 200, 201-203, 201.3, 201.5,
6 201.9, 204, 204.1, 204.2, 205.5, 206.5, 210, 218, 218.5, 226, 226(a), 226.3, 226.7, 351, 510, 512, 450,
7 558, 1174, 1174.5, 1182.12, 1193.6, 1194, 1194.3, 1194.2, 1194.67, 1197, 1197.1, 1198, 1199, 2698-
8 2699.5, 2800, 2802, 44200; California Code of Regulations, Title 8, §§ 11000, *et seq.*, IWC Wage
9 Order 5-2001; Code of Civil Procedure §§ 382, 1021.5, California Business & Professions Code §§
10 17200, *et seq.*) and for the following causes of action set forth in the operative First Amended
11 Complaint: (i) the failure to pay reporting time pay; (ii) meal break violations; (iii) rest break violations;
12 (iv) the failure to furnish an accurate itemized wage statement upon payment of wages; (v) the failure
13 to pay all wages owed at termination in violation of California Labor Code §§ 201-203; (vi) violations
14 of the unfair competition law (Bus. & Prof. Code §§ 17200, *et seq.*) and any claims in "Prayer."

15 1.35 "Released PAGA Claims" means any and all claims for PAGA penalties that were
16 alleged, or reasonably could have been alleged, based on the PAGA Period facts alleged in the operative
17 First Amended Complaint and Plaintiff's PAGA Notice to the LWDA against any and all Released
18 Parties, including but not limited to claims for PAGA penalties (including but not limited to Labor
19 Code sections 200, 201-203, 204, 218, 218.5, 226, 226.3, 226.7, 510, 1174, 1198, 2698, *et seq.*, 2698-
20 2699, 2699.3, 2699.5) for: (i) Failure to pay reporting time pay in violation of California Labor Code
21 §§ 218, 1194 and the applicable Industrial Welfare Commission ("IWC") wage order; (ii) Meal break
22 violations in violation of California Labor Code §§ 200, 226.7, 512, 1198 and the applicable IWC wage
23 order; (iii) Rest break violations in violation of California Labor Code §§ 200, 226.7, 512, 218.5 and
24 the applicable IWC wage order; (iv) Failure to furnish an accurate itemized wage statement upon
25 payment of wages in violation of California Labor Code § 226; and, (v) Failure to pay all wages owed
26 at termination in violation of California Labor Code §§ 201, 202, and 203.

27 1.36 "Released Parties" shall mean Defendants, Seven Seventy Two Company, Inc., Mr.
28 Stax, Inc., and all of their respective heirs, successors and assigns, agents, exempt employees, and other

1 related/affiliated entities, including but not limited to direct and indirect, parents and subsidiaries,
2 former and current employees who are not part of the defined Class, owners, agents, attorneys, insured,
3 insurers, claims representatives, officers, directors, shareholders, members, managers, dba's, and
4 representatives, and franchisor International House of Pancakes LLC, Dine Brands Global, Inc., and
5 any of its, direct or indirect, parent or subsidiary entities.

6 1.37 "Request for Exclusion" means a request in writing to be excluded from the Class
7 Settlement which contains: the full name, address, telephone number, last four digits of social security
8 number, and signature of the Class Member; the case name and number of the Action; and a statement
9 indicating that he or she wishes to be excluded from the Class Settlement.

10 1.38 "Response Deadline" means the deadline for a Class Member to submit a Request for
11 Exclusion, Objection, and/or Workweeks Dispute, by mail to the Settlement Administrator, which is
12 no later than forty-five (45) calendar days after the Class Notice is mailed to the Class.

13 1.39 "Service Award" means any monetary payment (or "enhancement") provided to the
14 Class Representative for her efforts and risks on behalf of the Class Members in this Action, not to
15 exceed Five Thousand Dollars and Zero Cents (\$5,000.00), subject to Court approval.

16 1.40 "Final Approval Hearing" means a hearing set by the Court for the purpose of: (i)
17 determining the fairness, adequacy, and reasonableness of the Stipulation and associated settlement
18 pursuant to class action procedures and requirements; (ii) determining the propriety of the Stipulation
19 and associated Settlement; and (iii) entering the Final Approval Order and Judgment. This hearing is
20 intended to be the settlement hearing or final approval hearing required under California Rule of Court
21 3.769(a).

22 1.41 "Settlement Administrator" means ILYM Group, Inc., which the Parties have agreed
23 will be responsible for administration of the Settlement and related matters, subject to approval and
24 appointment by the Court.

25 1.42 "Settlement Class" or "Settlement Class Member(s)" means any, or collectively all
26 Class Members who do not submit timely and valid Requests for Exclusion and thereby opt out of the
27 settlement pursuant to Section 5.6 and, thus, become bound by the Judgment.
28

1 1.43 “Settlement” or “Settlement Agreement” shall mean the settlement embodied in this
2 Stipulation, which is subject to Court approval.

3 1.44 “Stipulation” means this Joint Stipulation and Agreement for Class-PAGA Action
4 Settlement and Release and all of its attachments and exhibits, which the Settling Parties understand
5 and agree sets forth all material terms and conditions of the Settlement between them, and which is
6 subject to Court approval.

7 1.45 “Updated Address” means a mailing address that was located by way of NCOA Check
8 or Experian Skip Tracing or an updated mailing address provided by the United States Postal Service
9 or a Class Member and/or Aggrieved Employee.

10 **II. FACTUAL & PROCEDURAL BACKGROUND OF ACTION**

11 2.1 Plaintiff’s Claims: Plaintiff’s Complaint was filed on July 2, 2020, in Los Angeles
12 Superior Court, Case Number 20-STCV-25308. The Complaint alleged the following 6 causes of
13 action: (i) Failure to pay reporting time pay in violation of California Labor Code §§ 218, 1194; (ii)
14 Meal break violations in violation of California Labor Code §§ 200, 226.7, 512; (iii) Rest break
15 violations in violation of California Labor Code §§ 200, 226.7, 512; (iv) Failure to furnish an accurate
16 itemized wage statement upon payment of wages in violation of California Labor Code § 226; (v)
17 Failure to pay all wages owed at termination in violation of California Labor Code §§ 201-203; and
18 (vi) Violation of unfair competition law (Bus. & Prof. Code §§ 17200, *et seq.*). Plaintiff filed a First
19 Amended Complaint on May 13, 2022 adding a PAGA claim seeking penalties under California Labor
20 Code §§ 2698-2699, *et seq.*.

21 2.2 Discovery, Investigation, & Research: Class-PAGA Counsel has conducted a thorough
22 investigation into the facts of the Action, including extensive informal discovery and exchange of a
23 volume of documents and information, which included and was not limited to, Defendants’ production
24 of a representative sampling of information/data for the putative Class Members sufficient for Plaintiff
25 and her experts to perform an analysis and valuation of all claims. Prior to mediation the Parties
26 exchanged information and documents to investigate the veracity, strength, and scope of the claims,
27 and to allow analysis and evaluation of the claims and Defendants’ alleged defenses thereto. The Class
28 Representative has vigorously prosecuted this case, and Defendants have vigorously contested it.

1 2.3 Mediation: On March 5, 2021, the Settling Parties participated in a full-day mediation
2 with the experienced employment mediator Eve Wagner. At mediation, the Parties engaged in
3 intensive discussions regarding their respective evaluations of the Action and various aspects of the
4 Action, including the risks and delays of further litigation, the risks to the Settling Parties of proceeding
5 with class certification, the law relating to the allegations, the evidence produced and analyzed, and the
6 possibility of appeals, among other things. With the assistance of the mediator's evaluation, the Parties
7 reached a settlement of the Action at the mediation. Based on the information, data, and documents
8 exchanged, and their own independent investigation and evaluation, Class-PAGA Counsel is of the
9 opinion that the settlement with Defendants, for the consideration and on the terms set forth in this
10 Stipulation, is fair, reasonable, and adequate, and is in the best interest of the Class Members in light
11 of all known facts and circumstances. Further, the Class Representative has carefully evaluated the
12 terms of the Settlement, and, based upon that review, has determined that it is fair, reasonable, and
13 adequate for the Class Members and Aggrieved Employees.

14 2.4 Allegations of the Class Representative and Benefits of Settlement:

15 a. Based on the exchange of information and documents, the mediation session,
16 and discussions between counsel, Class Representative and Class-PAGA Counsel have assessed the
17 Parties' positions and evaluated the value of the claims of the Class and Aggrieved Employees. The
18 information and documents exchanged by the Parties and settlement discussions are sufficient to
19 reliably assess the merits of the Parties' respective positions and to compromise the issues on a fair and
20 equitable basis.

21 b. Plaintiff and Class-PAGA Counsel believe that the claims, causes of action,
22 allegations and contentions asserted in the Action have merit. However, Plaintiff and Class-PAGA
23 Counsel recognize and acknowledge the expense and delay of continued lengthy proceedings necessary
24 to prosecute the Action against Defendants through trial and through appeals. Class-PAGA Counsel
25 has taken into account the uncertain outcome of the Action, the risk of continued litigation in complex
26 actions such as this, as well as the difficulties and delays inherent in such litigation, and the potential
27 difficulty of obtaining certification of the Action as well as trying the claims of the Class Members.
28 Class-PAGA Counsel is mindful of the potential problems of proof under, and possible defenses to, the

claims alleged in the Action. Class-PAGA Counsel has also taken into account Defendants' alleged defenses to Plaintiff's allegations. Class-PAGA Counsel believes that the Settlement set forth in this Stipulation confers substantial benefits upon Plaintiff and the Class Members and that an independent review of this Stipulation by the Court in the approval process will confirm this conclusion. Based on their own independent investigation and evaluation, Class-PAGA Counsel has determined that the Settlement set forth in the Stipulation is in the best interests of Plaintiff and the Class Members.

2.5 No Admissions or Concessions Regarding Fault or Liability:

a. Defendants vehemently deny all liability alleged by Plaintiff in this Action. Whether or not the Settlement is finally approved, this Stipulation and compliance with this Stipulation shall not be construed as an admission, concession, or indication by any Party with respect to fault or liability whatsoever for the claims asserted in the Action, or as an admission by any Party that the Action is either appropriate or inappropriate for class certification or representative adjudication. Parties agree that the Action is appropriate for class certification and representative adjudication only for the purposes of settlement as described within this Stipulation.

b. Pursuant to California Evidence Code §§ 1152, 1154, and any other analogous rules of evidence that are applicable, neither the Stipulation, nor any act performed or document executed pursuant to, or in furtherance of, the Stipulation: (a) is or may be deemed to be or may be used as an admission or evidence of, the validity of any Released Claims, or of any wrongdoing or liability of the Released Parties, or any of them; or (b) is or may be deemed to be or may be used as an admission or evidence of any fault or omission of the Released Parties, or any of them, in any civil, criminal or administrative proceeding in any court, administrative agency, or other tribunal. Plaintiff and Class-PAGA Counsel agree not to argue or present any argument that Defendants could not contest (or are estopped from contesting) collective or representative action treatment pursuant to California Labor Code §§ 2698, *et seq.*, and/or class action treatment pursuant to California Code of Civil Procedure § 382, or any corresponding state law or rule, on any grounds if the Court fails to enter Judgment. This Stipulation shall not be deemed an admission by Defendants that collective or representative action pursuant to California Labor Code § 2698, *et seq.* and/or class action treatment pursuant to California Code of Civil Procedure § 382, or any corresponding law or rule in the Action

1 is proper or cannot be contested on any grounds, nor shall the Stipulation be grounds for estoppel
2 against Defendants' right to contest class, representative or collective action treatment for any purpose
3 other than this Stipulation.

4 2.6 Defendants' Denial of Wrongdoing or Liability:

5 a. Defendants deny and continue to deny each and all of the allegations, claims,
6 and contentions alleged by Plaintiff in the Action. Defendants have expressly denied and continue to
7 deny all charges of wrongdoing or liability against them arising out of any of the conduct, statements,
8 acts or omissions alleged in the Action. Seven Seventy Two Company, Inc. contends it complied in
9 good faith with California and federal wage and hour laws and has dealt legally and fairly with Plaintiff
10 and Class Members. Mr. Stax, Inc. contends it complied in good faith with California and federal wage
11 and hour laws and has dealt legally and fairly with Class Members. Defendants contend that Seven
12 Seventy Two Company, Inc. and Mr. Stax, Inc. appropriately paid Class Members at all times, that
13 Seven Seventy Two Company, Inc. and Mr. Stax, Inc. paid reporting time pay, that Seven Seventy Two
14 Company, Inc. and Mr. Stax, Inc. always provided Class Members with the opportunity to take timely
15 and compliant meal and rest breaks, and that Seven Seventy Two Company, Inc. and Mr. Stax, Inc.
16 provided Class Members with accurate itemized statements upon payment of wages. Defendants
17 contend that they complied with all applicable wage-and-hour laws, and all other laws, at all times, and
18 that, if this matter were to be further litigated, they would have strong defenses on the merits and as to
19 class certification.

20 b. Further, Defendants deny that, for any purpose other than settling this Action,
21 these claims are appropriate for class or representative treatment. Nonetheless, Defendants have
22 concluded that further proceedings in the Action would be protracted and expensive and agree to the
23 Action being fully and finally settled in the manner and upon the terms and conditions set forth in this
24 Stipulation in order to dispose of burdensome and protracted litigation, to permit the operation of
25 Defendants' business without further expensive litigation and the distraction and diversion of their
26 personnel with respect to matters at issue in the Action. In entering into this Stipulation, Defendants
27 have also taken into account the uncertainty and risks inherent in any litigation, especially in complex
28 cases such as the Action.

c. Defendants do not waive, but rather expressly reserve all rights to challenge all such claims and allegations in the Action upon all procedural and factual grounds, including without limitation the ability to challenge class treatment or representative adjudication, on any grounds or to assert any and all defenses or privileges, if the proposed Settlement is not approved by the Court.

III. CONDITIONAL CLASS CERTIFICATION & APPOINTMENT OF CLASS-PAGA COUNSEL

3.1 The Settlement Class. For the purposes of this Stipulation and the Settlement of the Action only, the Parties stipulate to conditional class certification of the Class.

3.2 Appointment of Class-PAGA Counsel. For purposes of this Stipulation and subject to the Court's approval, the Parties hereby stipulate to the appointment of Class-PAGA Counsel as counsel for the Class and/or Aggrieved Employees solely in order to effectuate the Settlement pursuant to this Stipulation.

IV. CLASS AND PAGA SETTLEMENT CONSIDERATION

4.1 The Class Representative Service Award.

The Class Representative may petition the Court to approve a Service Award in an amount up to \$5,000.00 (five thousand dollars and zero cents) for her efforts on behalf of the Class and Aggrieved Employees in this Action, including assisting in the investigation and consulting with Class-PAGA Counsel and providing crucial documents and information to Class-PAGA Counsel. Defendants shall not oppose any request by the Class Representative for a Service Award in such an amount. Any Service Award approved by the Court shall be paid to the Class Representative from the Gross Settlement Amount and shall be in addition to any distribution to which she may otherwise be entitled as a Settlement Class Member and Aggrieved Employee. The Service Award shall not be considered wages, and the Settlement Administrator shall issue the Class Representative an IRS Form 1099 reflecting such payment. The Class Representative shall be solely responsible for the payment of any and all taxes with respect to the Service Award and shall hold Defendants harmless and indemnify Defendants from any and all liability with regard thereto.

4.2 Payment to Settlement Class Members.

Each Settlement Class Member shall be eligible to receive payment of the Individual Settlement

1 Amount, which is a share of the Net Settlement Amount based on the number of Workweeks worked
2 by the Settlement Class Member relative to the total Workweeks worked by all Settlement Class
3 Members. The Individual Settlement Amount for each Settlement Class Member shall be calculated in
4 accordance with Section 6.2. Each Settlement Class Member, including Plaintiff, shall be responsible
5 for the payment of each of their portion of applicable taxes, if any, and required withholding with
6 respect to his or her Individual Settlement Amount and shall hold Defendants harmless from any and
7 all liability with regard thereto. The Individual Settlement Amount for each Class Member will be
8 reported as 40% wages on IRS Form W-2 and its state and local equivalents and 60% shall be reported
9 as interest and penalties on IRS Form 1099 and its state and local equivalents. Each Settlement Class
10 Member's pro rata distribution amount will be reduced by the amount of any required payroll-related
11 deductions. To the extent any member of the Class disputes any aspect of his or her payment, that
12 member of the Class must produce supporting evidence to the Settlement Administrator. Defendants'
13 records will be presumed determinative.

14 4.3 No Effect on Employee Benefit Plans.

15 Neither the Settlement nor any amounts paid under the Settlement will modify any previously
16 credited hours, days, or weeks of service under any employee benefit plan, policy or program sponsored
17 by Defendants. Such amounts will not form the basis for additional contributions to, benefits under, or
18 any other monetary entitlement under Defendants' sponsored benefit plans, policies or programs. The
19 payments made under the terms of this Stipulation shall not be applied retroactively, currently, or on a
20 going forward basis, as salary, earnings, wages, or any other form of compensation for the purposes of
21 any of Defendants' benefit plans, policies or programs. Defendants retain the right to modify the
22 language of its benefits plans, policies and programs to effect this intent and to make clear that any
23 amounts paid pursuant to this Stipulation are not for "weeks worked," "weeks paid," "weeks of service,"
24 or any similar measuring term as defined by applicable plans, policies and programs for purpose of
25 eligibility, vesting, benefit accrual, or any other purpose, and that additional contributions or benefits
26 are not required by this Stipulation. Defendants do not consider the payments provided for under this
27 Settlement as payments of "compensation" for purposes of determining eligibility for, or benefit accrual
28 within, any benefit plans, policies, or programs, or any other plan sponsored by Defendants.

1 4.4 Attorneys' Fees and Expenses to Class-PAGA Counsel.

2 As part of the motion for final approval of the Settlement, Class-PAGA Counsel may submit
3 an application for an award of attorneys' fees in an amount not to exceed 33% of the Gross Settlement
4 Amount (\$56,100) and reimbursement of incurred litigation costs and expenses of up to Ten Thousand
5 Dollars (\$10,000) (together, "Attorneys' Fees and Expenses"). IRS Forms 1099 and state and local
6 equivalents will be issued to Plaintiff's Counsel for any awarded attorneys' fees and expenses.
7 Defendants agree not to object to any such fee, cost or expense application in those amounts, or lesser
8 amounts. As a condition of this Settlement, Plaintiff's Counsel has agreed to pursue fees only in the
9 manner reflected by this Section. Any Attorneys' Fees and Expenses awarded by the Court shall be
10 paid from the Gross Settlement Amount in arriving at the Net Settlement Amount and shall not
11 constitute payment to any Settlement Class Members. If Class-PAGA Counsel voluntarily reduces the
12 request for Attorneys' Fees and Expenses or the Court's award of Attorneys' Fees and Expenses is less
13 than set forth above, the Net Settlement Amount shall be recalculated to reflect the actual Attorneys'
14 Fees and Expenses awarded. The proceeds from any such reduction of Attorneys' Fees and Expenses
15 shall be reallocated to the Net Settlement Sum and paid to the Settlement Class Member(s) and
16 Aggrieved Employee(s).

17 The Attorneys' Fees and Expenses approved by the Court shall encompass: (a) all work
18 performed and costs and expenses incurred by, or at the direction of, any attorney purporting to
19 represent the Settlement Class and Aggrieved Employees through the date of Preliminary Approval
20 Order; (b) all work to be performed and costs to be incurred in connection with preliminary and final
21 approval by the Court of the Settlement; and (c) all work to be performed and costs and expenses, if
22 any, incurred in connection with administering the Class Settlement through when the Court's Final
23 Approval Order and Judgment are entered.

24 4.5 Settlement Administrator's Costs and Expenses.

25 All costs and expenses due the Settlement Administrator in connection with its administration of
26 the Settlement, including, but not limited to, translating the Class Notice from English into Spanish,
27 providing the Class Notice, locating Settlement Class Member(s) and/or Aggrieved Employees,
28 processing Requests for Exclusion and Objections, and calculating, administering and distributing

1 Individual Settlement Payments to Settlement Class Members, calculating, administering and
2 distributing the PAGA Payment to the LWDA and Aggrieved Employees, and related tax forms, shall
3 be paid from the Gross Settlement Amount, and shall not exceed \$8,000. If the Court enters judgment,
4 the judgment shall be posted on the Settlement Administrator's website.

5 **V. NOTICE TO CLASS MEMBERS AND CLAIMS ADMINISTRATION PROCESS**

6 5.1 The Settlement Administrator.

7 The Settlement Administrator will be responsible for mailing the Class Notice (**Exhibit 1**) to
8 Class Members, providing both English and Spanish translations of the Class Notice (Spanish),
9 handling inquiries from Class Members concerning the Class Notice, determination of Individual
10 Settlement Amounts, maintaining the settlement funds in an appropriate account, preparing,
11 administering and distributing Individual Settlement Payments to Settlement Class Members, issuing
12 a final report and performing such other duties as the Parties may direct. On a weekly basis, the
13 Settlement Administrator will provide reports to Class-PAGA Counsel and Defense Counsel summary
14 information updating them as to the number of valid and timely Requests for Exclusion and complete
15 and timely Objections received. The Settlement Administrator will serve on Class-PAGA Counsel and
16 Defense Counsel via e-mail (a) date-stamped copies of the original Objections and (b) Requests for
17 Exclusion (without individual Class Member names or contact information on the Requests for
18 Exclusion) no later than five (5) calendar days after their receipt. The Settlement Administrator will
19 provide Class-PAGA Counsel with proof of mailing of the Class Notice, without listing individual
20 Class Member names or contact information, which the Settlement Administrator will file with the
21 Court at the time Class-PAGA Counsel files its motion for final approval of the Settlement. No later
22 than fourteen (14) calendar days prior to the Final Approval Hearing, the Settlement Administrator will
23 compile and deliver to Class Counsel and Defense Counsel a report with summary information
24 regarding (a) the total amount of final Individual Settlement Amounts of each Settlement Class Member
25 (b) the number of Settlement Class Members to receive such payments, and (c) the final number of
26 timely and valid Requests for Exclusion and timely and valid Objections, along with the Objecting
27 Class Members respective names and contact information. Administration Expenses are not anticipated
28 to exceed \$8,000. Prior to the calculation and distribution of the Individual Settlement Payments, the

1 Settlement Administrator shall calculate the total Administration Expenses through the conclusion of
2 their services and such actual amount will be deducted from the Gross Settlement Amount prior to the
3 final calculation of the Net Settlement Amount and corresponding Individual Settlement Amounts.

4 5.2 Notice to Class Members.

5 a. If, by entering the Preliminary Approval Order, the Court provides authorization
6 to send the Class Notices, the Settlement Administrator will undertake the mailing of the Class Notice
7 to all Class Members, no later than thirty (30) calendar days after the Preliminary Approval Date. The
8 Class Notices shall be mailed via first class mail through the United States Postal Service, postage pre-
9 paid. The envelope containing the Class Notice shall bear the following phrase in bold type, ¼ inch
10 below the return address or ¼ inch above the addressee's address: RETURN SERVICE REQUESTED.
11 The envelope shall also bear the following phrase in the bottom left-hand corner: IMPORTANT –
12 SEVEN SEVENTY TWO COMPANY, INC. AND MR. STAX, INC. D/B/A/ IHOP CLASS-PAGA
13 ACTION SETTLEMENT INFORMATION. PLEASE OPEN IMMEDIATELY. The mailing
14 enclosing the Class Notice will not contain any other materials. The Class Notice and its envelope or
15 covering shall be marked to denote the return address of the Settlement Administrator.

16 Within twenty (20) calendar days after issuance of a Preliminary Approval Order, Defendants shall
17 provide the Administrator, in an electronically usable format, with first and last name, last known
18 residential address, residential telephone numbers, last 4 digits of social security number, and workweeks
19 worked during the Class Period, for the Class Member(s) ("Class List"). The Class List shall also identify
20 Aggrieved Employees. Defendants will use their best efforts to provide the Administrator with an accurate
21 and complete Class List upon which the Administrator will rely in making distributions. By approving
22 this Settlement, the Court will be deemed to have authorized Defendants to provide the Settlement
23 Administrator with this information, including the social security numbers of the Class Members and/or
24 Aggrieved Employees. The Class List, and any other data provided by Defendants to the Settlement
25 Administrator shall be treated as confidential and not subject to disclosure by the Settlement
26 Administrator, except as necessary to address disputes regarding Workweeks, to respond to a specific
27 inquiry from a Class Member, and/or as otherwise necessary for the Settlement Administrator to
28 perform their obligations described in this Stipulation. In general, Class-PAGA Counsel should not be

1 given access to the Class List. Should a Class Member and/or Aggrieved Employee request assistance
2 from Class-PAGA Counsel with respect to this Settlement, Plaintiff's Counsel will be permitted to
3 assist the member(s) of the Class and/or Aggrieved Employee(s), but if Class-PAGA Counsel needs
4 information contained in the Class List, Class-PAGA Counsel will first direct the member of the Class
5 to the Settlement Administrator for further assistance; if the Settlement Administrator is unable to assist
6 or unable to fully assist the member of the Class and/or Aggrieved Employee, the Plaintiff's Counsel
7 may be provided with the necessary information (the name, address, and workweeks only) of that
8 specific member of the Class and/or Aggrieved Employee to assist the member of the Class and/or
9 Aggrieved Employee. Further, the Settlement Administrator shall use commercially reasonable efforts
10 to secure the data provided by Defendants at all times so as to avoid inadvertent or unauthorized
11 disclosure or use of such data other than as permitted by this Stipulation, and shall destroy the data
12 (and all copies of it) in a complete and secure manner when such data is no longer required for purposes
13 of this Stipulation. Aside from Objectors, at no time during the settlement process will any Class
14 Member's and/or Aggrieved Employee's address or telephone number be filed with the Court. At no
15 time will any Class Member's and/or Aggrieved Employee's social security number be filed with or
16 disclosed to the Court. The Settlement Administrator shall ensure that the notices and any other
17 communications to Class Members and/or Aggrieved Employees shall not include the Class Members'
18 and/or Aggrieved Employees' social security number, except for the last four digits.

19 b. Prior to mailing the Class Notice, the Settlement Administrator shall undertake
20 a NCOA check to ascertain the accuracy of the Last Known Address of the Class Members. To the
21 extent this process yields an Updated Address, the Updated Address shall replace the Last Known
22 Address and be treated as the new Last Known Address for purposes of this Stipulation, for Class
23 Notice mailing, and mailing of settlement checks.

24 c. If a Class Member is known to be deceased, the Class Notice for that deceased
25 Class Member shall be mailed to the Last Known Address (or Updated Address, if applicable) of the
26 legal representative of the deceased Class Member's estate, to the extent known.

27 d. In the event that subsequent to the first mailing of a Class Notice and prior to
28 the Response Deadline, that Class Notice is returned to the Settlement Administrator by the United

1 States Postal Service as undeliverable, without a forwarding address, the Settlement Administrator shall
2 undertake an Experian Skip Tracing with respect to the Class Member to attempt to ascertain the current
3 address of the particular Class Member in question and, if such an address is ascertained, the Settlement
4 Administrator will re-send the Class Notice to the newly-found address within three (3) business days
5 of receipt of the returned Class Notice. In the event that subsequent to the first mailing of a Class
6 Notice and prior to the Response Deadline that Class Notice is returned to the Settlement Administrator
7 by the United States Postal Service with a forwarding address for the recipient, the Settlement
8 Administrator shall re-mail the notice to that address within three (3) business days of receipt of the
9 returned Class Notice, and the forwarding address shall be the Updated Address for that Class Member.
10 In the event that subsequent to the first mailing of a Class Notice is returned to the Settlement
11 Administrator by the United States Postal Service as undeliverable, after the Response Deadline, the
12 Settlement Administrator shall continue efforts to locate updated addresses for returned notices
13 throughout the 45-day notice period. In the event the Settlement Administrator must re-mail any Class
14 Notice pursuant to the provisions of this Paragraph due to being returned, the Response Deadline shall
15 be extended by ten (10) calendar days from the date of the re-mailing of the Class Notice, for those
16 mailings. The Settlement Administrator shall include a cover letter with any re-mailing informing the
17 Class Member of the re-mailing of the Class Notice and extended Response Deadline. Compliance
18 with the procedures described in this paragraph shall constitute due and sufficient notice to Class
19 Members of the Settlement and of the Final Approval Hearing and shall satisfy the requirements of due
20 process. Nothing else shall be required of or done by the Parties, Class-PAGA Counsel, Counsel for
21 Defendants, or the Settlement Administrator to provide notice of the Settlement and the Final Approval
22 Hearing.

23 5.3 Declaration of Compliance.

24 No later than twenty (20) calendar days after the Response Deadline (or any applicable extended
25 Response Deadline), the Settlement Administrator shall provide Class-PAGA Counsel and Counsel for
26 Defendants with a declaration attesting to completion of the notice process, including any attempts to
27 obtain Updated Addresses for, and the re-sending of, any returned Class Notices, including any and all
28

1 other required steps (“Declaration of Compliance”), which shall be filed with the Court by Class-PAGA
2 Counsel.

3 5.4 Responses to the Notice of Proposed Class Action Settlement.

4 Pursuant to California Rule of Court 3.766(d)(5), Class Members have the option to enter an
5 appearance in this Litigation at their own expense by obtaining their own attorney(s). Class Members
6 who choose this option will be responsible for any attorneys’ fees or costs incurred as a result of this
7 election. The Class Notice will advise Class Members of this option.

8 5.5 Objections to Settlement.

9 Class Members who do not submit timely and valid Requests for Exclusion may object to the
10 Settlement by filing written objections (“Objection(s)”) with the Court and serving a copy on the Parties
11 by submitting the copy to the Settlement Administrator no later than the Response Deadline. The
12 Objection must: contain the Class Member’s full name, dates of employment as an employee of
13 Defendants, and signature; contain the case name and number of the Action; set forth the legal and
14 factual basis for the objection; and identify any counsel representing the Class Member in connection
15 with the Objection. Alternatively, the Court will hear from any Class Member who attends the Final
16 Approval Hearing and asks to speak regarding his or her objection, regardless of whether a written
17 objection was submitted. A Class Member who objects to the Settlement will still be considered a
18 Settlement Class Member. The Settlement Administrator shall provide a copy of any Objections that
19 it receives to Class-PAGA Counsel and Counsel for Defendants.

20 5.6 Opting Out of Class Settlement.

21 Class Members may elect to opt out of the Class Settlement and, thus, exclude themselves from
22 the Settlement Class. Class Members who wish to exercise this option must mail to the Settlement
23 Administrator a written Request for Exclusion that is postmarked on or before the Response Deadline.
24 If a timely and valid Request for Exclusion is not received by the Settlement Administrator from a
25 Class Member on or before the Response Deadline, then that Class Member will be deemed to have
26 forever waived his or her right to seek exclusion from the Settlement and Settlement Class and shall be
27 bound by the Settlement and Judgment. The Class Notice will advise Class Members of the option to
28 opt out of the Settlement and will contain instructions on how to do so. Class Members who do validly

1 request exclusion from the Class Settlement by submitting a valid and timely Request for Exclusion
2 shall not be bound by the terms of the Class Settlement, shall not be allowed to object to the Settlement,
3 and shall not be entitled to any benefits as a result of the Class Settlement.

4 In the event that any Class Member timely submits a Request for Exclusion, but it is deficient,
5 as soon as possible but not later than five (5) business days after the Settlement Administrator's receipt
6 of such deficient Request for Exclusion, the Settlement Administrator shall send by first class, postage
7 pre-paid, United States mail a notice to such Class Member informing him or her of the deficiency and
8 that he or she has ten (10) calendar days from the date of the deficiency notice (which shall be the date
9 the deficiency notice is mailed) to cure the deficiency and postmark and mail a corrected Request for
10 Exclusion.

11 The Parties agree that the Response Deadline shall not be extended, and no untimely submissions
12 will be honored, under any circumstances, unless mutually agreed to by the Parties.

13 **5.7 Right to Monitor and Review.**

14 All counsel have the right to monitor and review administration of the Settlement to verify that
15 the monies allocated to the Class Members and/or Aggrieved Employees are distributed in the correct
16 amount and to the proper Class Members and/or Aggrieved Employee, as well as ensure that the proper
17 mailing and administration is taking place (or took place).

18 **VI. CLASS SETTLEMENT & PAGA SETTLEMENT FUNDING AND DISTRIBUTION**

19 **6.1 Allocation of the Gross Settlement Amount.** The "Gross Settlement Amount" means
20 the total sum of no more and no less than One Hundred Seventy Thousand Dollars (\$170,000), that
21 Defendants shall pay under the terms of the Settlement (subject to the occurrence of the Effective Date),
22 inclusive of and allocated as follows:

- 23 a. Attorneys' Fees and Expenses, not to exceed \$56,100 in fees and not to exceed
24 \$10,000 in incurred litigation costs and expenses, to Class-PAGA Counsel;
- 25 b. Administration Expenses, not to exceed \$8,000, to the Settlement Administrator;
- 26 c. Service Award to the Class Representative, not to exceed \$5,000;
- 27 d. The amount of 75% of the PAGA Payment (totaling \$10,000), in the amount of
28 \$7,500, to the State of California for the benefit of the LWDA ("LWDA Payment");

1 e. The amount of 25% of the PAGA Payment (totaling \$2,500), in the amount of
2 \$2,500, to the Aggrieved Employees (“Aggrieved Employee Settlement Amount”); and

3 f. Net Settlement Amount.

4 The “Net Settlement Sum” or “Net Settlement Amount” means the net amount that Defendants
5 will pay (subject to the occurrence of the Effective Date) to all Settlement Class Members and is
6 calculated by subtracting Section 6.1(a)-(e) from the Gross Settlement Amount.

7 6.2 Calculation of the Individual Class Settlement Amounts. Individual Settlement
8 Amounts to be paid to Settlement Class Members shall be paid from the Net Settlement Amount. For
9 purposes of calculating the *estimated* Individual Settlement Amounts, the Settlement Administrator
10 shall calculate the estimated Net Settlement Amount based on the estimated values in Section 6.1(a)-
11 (e) prior to sending Class Notice to the Class Members. Prior to final distribution, the Settlement
12 Administrator shall calculate the *final* Net Settlement Amount based on the actual values in Section
13 6.1(a)-(e).

14 The portion of the Net Settlement Amount payable to each Settlement Class Member will be
15 calculated as follows: The “Workweeks” are calculated as the combined total of workweeks worked
16 by each Class member during the Class Period. The Settlement Administrator shall divide the Net
17 Settlement Amount by the total number of Workweeks worked by the Class Members during the Class
18 Period in order to determine the amount each Settlement Class Member is entitled to for each
19 Workweek (the “Weekly Amount”) worked. The Settlement Administrator will multiply the Weekly
20 Amount by the total number of Workweeks that each Settlement Class Member is credited with to
21 arrive at his or her Individual Settlement Amount. The Settlement Class Members will be issued
22 payments of their Individual Settlement Amount subject to reduction for Employment and Payroll
23 Taxes, and the net payment is referred to as an “Individual Settlement Payment.”

24 Defendants will provide the Settlement Administrator with any information that is in the
25 Defendants’ possession reasonably necessary to perform the calculation of Workweeks for each
26 Settlement Class Member, and any other reasonably required information the Settlement Administrator
27 requests to perform the calculations required under this Stipulation.
28

1 Settlement Class Members will have one hundred and eighty (180) calendar days to negotiate
2 their respective settlement payments under this Agreement. Any checks not negotiated within the one
3 hundred and eighty (180) calendar days will be subject to handling in conformity with Section 6.6.

4 6.3 Composition of Payments to Settlement Class Members: Each Individual Settlement
5 Amount will be allocated as follows: 40% shall be reported as wages on IRS Form W-2 and its state
6 and local equivalents, and 60% shall be reported as interest and penalties on IRS Form 1099 and its
7 state and local equivalents. The wage portion shall be subject to Employment and Payroll Taxes. The
8 non-wage portion will not be subject to any Employment and Payroll Taxes.

9 Other than the withholding of Employment and Payroll Taxes with respect to the wage portion
10 of Individual Settlement Amounts, the Class Representative and the Settlement Class Members are
11 solely responsible for the reporting and payment of the employee's share of any federal, state, and/or
12 local income or other tax or any other withholdings due with respect to any other funds received as a
13 part of the Settlement, if any. The Class Representative agrees to defend and hold Defendants harmless
14 for and against any damage or tax penalty Defendants incur as a result of the failure by the Class
15 Representative to pay all taxes due by her receipt of payments pursuant to this Stipulation. Class-
16 PAGA Counsel, Defendants, and Defendants' Counsel shall have no responsibility for deciding the
17 validity of the Individual Settlement Amounts or any other payments made pursuant to this Stipulation,
18 shall have no involvement in or responsibility for the determination or payment of the Settlement taxes
19 and required withholdings, and shall have no liability for any errors made with respect to such taxes
20 and required withholdings. Although the Settlement Administrator will calculate and pay the standard
21 applicable taxes and required withholdings, if any, on the portion of the Individual Settlement Amounts
22 constituting wages on the behalf of the Settlement Class Members, Plaintiff and Settlement Class
23 Members shall be solely responsible for any and all employee's share of tax obligations associated with
24 their respective Individual Settlement Amounts and Service Awards.

25 The Parties agree (and the Settlement Administrator shall warrant) that the Settlement shall be
26 administered as a qualifying, designated settlement fund pursuant to Section 468B of the Internal
27 Revenue Code. The Settlement Administrator shall be responsible for issuing all settlement payments
28 and handling all required state and federal tax withholding and reporting related thereto.

1 6.4 Composition of Payments to Plaintiff and Aggrieved Employees. Plaintiff and each
2 Aggrieved Employee shall receive a portion of the Aggrieved Employees' PAGA Settlement Amount
3 ("Individual PAGA Settlement Payments") on a pro-rata basis by multiplying the Aggrieved
4 Employees' PAGA Settlement Amount by the ratio of (i) the number of pay periods worked by the
5 Aggrieved Employee any time during the PAGA Period to (ii) the total number of pay periods worked
6 by all Aggrieved Employees during the PAGA Period. No benefit, including but not limited to 401(k),
7 shall increase or accrue as a result of any payment made as a result of this Settlement.

8 a. The Parties recognize that the settlement amounts to be paid to the Aggrieved
9 Employees are penalties. The Parties agree that the Aggrieved Employees payments shall be reported
10 as interest and penalties on IRS Form 1099 and its state and local equivalent.

11 b. To the extent any of the Aggrieved Employees disputes any aspect of his or her
12 payment, he or she must produce supporting evidence to the settlement administrator. Defendants'
13 records will be presumed determinative.

14 c. Exhibit 1 will be sent by the Settlement Administrator to the Aggrieved
15 Employees notifying them of the PAGA settlement.

16 6.5 The Parties further agree that they will inform the State of California of the Released
17 PAGA Claims.

18 6.6 Aggrieved Employees may not opt out of the settlement of the claim pursuant to the
19 Labor Code Private Attorneys General Act of 2004, California Labor Code § 2698, et seq.

20 6.7 Time for Funding and Distribution of Payments under the Settlement. Within thirty (30)
21 calendar days after the Effective Date, Defendants shall deposit the Gross Settlement Amount of
22 \$170,000 into a qualified settlement account established by the Settlement Administrator. No later
23 than five (5) calendar days after Defendants deposit the Gross Settlement Amount with the Settlement
24 Administrator, the Settlement Administrator shall distribute the following payments: Individual
25 Settlement Payments to Settlement Class Members, Attorneys' Fees and Expenses to Class-PAGA
26 Counsel, Service Award to the Class Representative, Individual PAGA Settlement Payments to
27 Aggrieved Employees, and LWDA Payment to the LWDA, all in the Court-approved amounts. The
28 Settlement Administrator shall make every effort to pay the applicable taxes and required withholdings,

1 if any, associated with each Settlement Class Member's Individual Settlement Amount and mail the
2 Individual Settlement Payment to each Settlement Class Member, by first-class U.S. mail, to the last-
3 known address no later than five (5) calendar days after Defendants deposit the Gross Settlement
4 Amount with the Settlement Administrator. If the Settlement Administrator is not able to do so within
5 the time period set forth above, it shall so inform Class-PAGA Counsel and provide an approximate
6 date by which the applicable taxes and required withholdings shall be paid and the Individual
7 Settlement Payments and Individual PAGA Settlement Payments will be mailed. Under no
8 circumstances shall the Settlement Administrator distribute checks to Settlement Class Members and/or
9 Aggrieved Employees until all Individual Settlement Payments and Individual PAGA Settlement
10 Payments have been considered, calculated and accounted for, and all of the remaining monetary
11 obligations have been calculated and accounted for. Within two hundred (200) calendar days of the
12 Effective Date, the Settlement Administrator shall file with the Court and provide to Class-PAGA
13 Counsel and Defense Counsel a declaration of payment and remittance to the State Controller for the
14 State of California of the proceeds from any non-cashed settlement checks issued. In the event that any
15 Settlement Class Member and/or Aggrieved Employee is deceased, payment shall be made payable to
16 the estate of that Settlement Class Member and/or Aggrieved Employee and delivered to the executor
17 or administrator of that estate, unless the Settlement Administrator has received an affidavit or
18 declaration pursuant to California Probate Code § 13101, in which case payment shall be made to the
19 affiant(s) or declarant(s).

20 Defendants will place payment of the Gross Settlement Amount into the Settlement
21 Administrator's qualified settlement account that is FDIC insured. The Parties agree no distribution of
22 any portion of the Gross Settlement Amount is permitted until the Court signs the Final Approval Order
23 and Judgment (as defined in Section 1.20). Should the Settlement be nullified for the reasons described
24 in Section 7 (including 7.1 through 7.5), then any portion of the Gross Settlement Amount already
25 deposited into the qualified settlement account will be returned to Defendants within three (3) business
26 days of the nullification event, regardless of whether or not Plaintiff objects, as Plaintiff's consent will
27 not be required.
28

1 6.8 Non-Cashed Settlement Checks. Individual Settlement Payment and/or Individual
2 PAGA Settlement Payment checks shall be valid for a period of one hundred and eighty (180) calendar
3 days after they are mailed, and thereafter, will be cancelled. Any unclaimed portion of the amount of the
4 Net Settlement Fund allocated to Class Members or Individual PAGA Settlement Payment allocated to
5 an Aggrieved Employee shall be paid to the State Controller for the State of California, with the identity
6 of the Class Member and/or Aggrieved Employee to whom the funds belong, and shall be held in trust for
7 the Participating Class Member and/or Aggrieved Employee per the California Unclaimed Property Law,
8 codified in California Code of Civil Procedure § 1500 et. seq., and specifically pursuant to California Code
9 of Civil Procedure § 1513(g). The money paid to the State Controller shall be held in trust for the
10 Participating Class Member and/or Aggrieved Employee and will remain the Class Member's and/or
11 Aggrieved Employee's sole and exclusive property. This will allow Class Members and/or Aggrieved
12 Employees who did not cash their checks to collect their Individual Settlement Amount and/or Individual
13 PAGA Settlement Payments at any time in the future. Therefore, there will be no unpaid residue or
14 unclaimed or abandoned Class Member and/or Aggrieved Employee funds and the California Code of
15 Civil Procedure section 384 shall not apply.

16 **VII. NULLIFICATION OF THIS STIPULATION**

17 7.1 Non-Approval of the Stipulation. If (a) the Court should for any reason fail to approve
18 this Stipulation in the form agreed to by the Parties, or (b) the Court should for any reason fail to enter
19 Judgment of the Action, or (c) the approval of the Settlement and Judgment is reversed, modified or
20 declared or rendered void, then the Settlement and conditional class certification shall be considered
21 null and void, and neither the Settlement, conditional class certification, nor any of the related
22 negotiations or proceedings, shall be of any force or effect, and all parties to the Settlement shall stand
23 in the same position, without prejudice, as if the Settlement had been neither entered into nor filed with
24 the Court. Notwithstanding the foregoing, the Parties shall attempt in good faith to cure any perceived
25 defects in the Stipulation to facilitate approval.

26 7.2 Defendants' Right to Void or Rescind Settlement Due to Opt-Outs. If more than ten
27 percent (10%) of the Class Members submit timely and valid Requests for Exclusions or Objections,
28 Defendants shall have the option, in their sole discretion, to rescind this Stipulation, whereupon the

1 Settlement and Stipulation shall be null and void for any and all purposes and may not be used or
2 introduced in the Action or any other proceeding. The Parties will be restored to their respective
3 positions in the Action as if this Settlement was never negotiated, drafted, or agreed upon and the
4 operative complaint will be the initial complaint notwithstanding nullification or rescission of this
5 Settlement. The Settlement Administrator shall notify Class-PAGA Counsel and Counsel for
6 Defendants of the total number of timely and valid Requests for Exclusion and the individual settlement
7 value for each such Class Members had they not opted out by no later than fourteen (14) days after the
8 Response Deadline.

9 7.3 Invalidation.

10 Invalidation of any portion of the Settlement shall invalidate the Settlement in its entirety, unless
11 the Parties through their counsel may subsequently agree in writing that the remaining provisions of
12 the Settlement are to remain in full force and effect.

13 7.4 Stay Upon Appeal.

14 In the event of a timely valid appeal from the approval of the Settlement and Judgment by a Class
15 Member with standing to file same, the Judgment shall be stayed, and Defendants shall not be obligated
16 to fund the Gross Settlement Amount or take any other actions required by this Stipulation until all
17 appeal rights have been exhausted by operation of law.

18 7.5 Notice in Writing. Unless otherwise ordered by the Court, in the event the Stipulation
19 shall be terminated, cancelled, declared void, or fails to become effective in accordance with its terms,
20 within ten (10) business days after written notification of such event, Defendants and Class-PAGA
21 Counsel shall notify each other of this event in writing.

22 **VIII. MOTION FOR COURT APPROVAL**

23 8.1 Preliminary Approval. Class-PAGA Counsel shall submit this Stipulation to the Court
24 for preliminary approval and determination by the Court as to its fairness, adequacy, and
25 reasonableness, and entry of a Preliminary Approval Order substantially in the form filed concurrently
26 herewith as **Exhibit 2**, which schedules a hearing on the question of whether the Settlement should be
27 subject to final approval as fair, reasonable, and adequate as to the Settlement Class Members and
28

1 Aggrieved Employees, approving as to form and content the proposed Class Notice attached hereto as
2 **Exhibit 1**, and directing the mailing of the Class Notice to Class Members.

3 Except for as provided in Section 7.4 hereinabove, failure of the Court to enter the Preliminary
4 Approval Order in its entirety will be grounds for Parties to terminate the Settlement and the terms of
5 this Stipulation pursuant to Section 7.1; however, pursuant to Section 7.1, the Parties are to take all
6 reasonable steps to cure any deficiencies so as to avoid any termination of the Settlement.

7 8.2 **Final Approval.** The Final Approval Hearing shall be held before the Court. At the Final
8 Approval Hearing, Plaintiff shall move the Court for the entry of the final order certifying the
9 Settlement Class for settlement purposes only and approving the Settlement as being fair, reasonable
10 and adequate to the Settlement Class Members within the meaning of California Rules of Court, Rule
11 3.769(c), (d) and (e) and for the entry of a final Judgment of the Action consistent with the terms of the
12 Settlement and California Rule of Court 3.769(h). Should the Court require Class-PAGA Counsel
13 and/or Defense Counsel to submit any pleadings and/or evidence for the Court's determination, the
14 Parties will comply to the extent reasonable.

15 8.3 **Entry of Judgment.** Pursuant to California Rule of Court 3.769(h) and any other
16 applicable rules, if the court approves this Settlement after the Final Approval Hearing, the Court must
17 make and enter Judgment. The Judgment must include a provision pursuant to California Code of Civil
18 Procedure § 664.6, for the retention of the Court's jurisdiction over the parties to enforce the terms of
19 the Judgment. This Judgment shall be a judgment for purposes of California Rule of Court 3.771(a).

20 **IX. RELEASES AND WAIVERS**

21 9.1 **Release of Claims by Settlement Class Members and Plaintiff.** Upon the occurrence of
22 the Effective Date and the date Defendants fully funds the "Gross Settlement Amount," each Settlement
23 Class Member and Plaintiff, each release and discharge, the Released Parties, and each of them, of and
24 from any and all Released Claims.

25 It is the desire of the Parties and the Class Members to fully, finally, and forever settle,
26 compromise, and discharge the Released Claims.

27 Plaintiff and each Class Member (except those who submit a timely and valid Request for
28 Exclusion), will be bound to the release of Released Claims as a result of the Settlement and to the

1 terms of the judgment.

2 9.2 Release of Claims by Aggrieved Employees and Plaintiff. Upon the occurrence of the
3 Effective Date and the date Defendants fully funds the “Gross Settlement Amount,” each Aggrieved
4 Employee and Plaintiff, each release and discharge, the Released Parties, and each of them, of and from
5 any and all Released PAGA Claims.

6 It is the desire of the Parties and Aggrieved Employees to fully, finally, and forever settle,
7 compromise, and discharge the Released PAGA Claims.

8 Plaintiff and each Aggrieved Employee will be bound to the release of Released PAGA Claims
9 as a result of the Settlement and to the terms of the judgment.

10 **X. DUTIES OF THE PARTIES**

11 10.1 Mutual Full Cooperation. The Parties agree to cooperate fully with one another to
12 accomplish and implement the terms of this Stipulation. Such cooperation shall include, but not be
13 limited to, execution of such other documents and the taking of such other actions as may reasonably
14 be necessary to fulfill the terms of this Settlement. The Parties shall use their best efforts, including all
15 efforts contemplated by this Stipulation and any other efforts that may become necessary by court order
16 or otherwise, to effectuate this Stipulation and the terms set forth herein. Class-PAGA Counsel, with
17 the cooperation of Defendants and Defense Counsel, shall take all necessary and reasonable steps to
18 secure the Court’s preliminary approval and final approval of the proposed Settlement.

19 10.2 Duty to Support and Defend the Settlement. The Parties agree to abide by all of the
20 terms of the Settlement in good faith and to support the Settlement fully and to use their best efforts to
21 defend this Settlement from any legal challenge, whether by appeal or collateral attack.

22 10.3 Duties Prior to Court Approval. Class-PAGA Counsel shall submit this Stipulation to
23 the Court for Preliminary Approval and determination by the Court as to its fairness, adequacy, and
24 reasonableness. Class-PAGA Counsel shall apply to the Court for the entry of a Preliminary Order
25 substantially in the form filed concurrently herewith as **Exhibit 2**, scheduling a hearing on the question
26 of whether the proposed Settlement should be approved as fair, reasonable, and adequate as to the
27 Settlement Class Members, approving as to form and content the proposed Class Notice attached hereto
28 as **Exhibit 1**, and directing the mailing of the Class Notice to Settlement Class Members. Defendants

1 can reserve their right to object to facts or assertions made in the moving papers. Defense Counsel is
2 given a chance to review the draft moving papers.

3 **XI. GENERAL RELEASE OF CLASS REPRESENTATIVE'S CLAIMS**

4 In exchange for the Service Award, the Class Representative releases and discharges all Released
5 Parties, including Seven Ninety Two Company, Inc. and Mr. Stax, Inc., from any and all claims,
6 including but not limited to: Any and all wage-and hour claims arising under the laws of the State of
7 California, including, without limitation, statutory, constitutional, contractual, and/or common law
8 claims for wages, damages, restitution, unreimbursed expenses, equitable relief, penalties, liquidated
9 damages, and/or punitive damages (including, without limitation, claims under any applicable
10 Industrial Welfare Commission Wage Order, the California Private Attorneys General Act, or any other
11 provision of the California Labor Code); Title VII of the Civil Rights Act of 1964; 42 U.S.C. § 1981;
12 the Americans With Disabilities Act; Sections 503 and 504 of the Rehabilitation Act of 1973; the
13 Family Medical Leave Act; the Fair Labor Standards Act; the Employee Retirement Income Security
14 Act; the Occupational Safety and Health Act; the Worker Adjustment and Retraining Notification Act,
15 as amended; the California Unfair Competition Law (Cal. Bus. & Prof. Code § 17200 et seq.); the
16 California Fair Employment and Housing Act; any state, civil, or statutory laws, including any and all
17 human rights laws and laws against discrimination; any claims that could have been alleged in the
18 Lawsuit; and any other federal, state, or local statutes, codes, or ordinances; any common law, contract
19 law, or tort law cause of action; and any claims for interest, attorneys' fees, and/or costs. Additionally,
20 in exchange for her Service Award, the Class Representative expressly waives the protections of
21 California Civil Code section 1542, and it is her intention in executing this Memorandum of
22 Understanding that the same shall be effective as a bar to each and every claim, complaint, action,
23 debts, promises, demand, cause of action, obligation, damage, liability, charge, attorneys' fees and
24 costs herein above released. The Class Representative hereby expressly waives and relinquishes all of
25 her rights and benefits, if any, arising under California Civil Code section 1542, which provides:

26 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR**
27 **OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER**
28 **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.

XII. MISCELLANEOUS PROVISIONS

12.1 No Prior Assignments. The Parties represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right herein released and discharged except as set forth herein.

12.2 Non-Admission. Nothing in this Stipulation shall be construed as or deemed to be an admission by any Party of any liability, culpability, negligence, or wrongdoing toward any other Party, or any other person or entity, and the Parties specifically disclaim any liability, culpability, negligence, or wrongdoing toward each other or any other person or entity. Each of the Parties has entered into this Stipulation with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses, and contingencies. Nothing herein shall constitute any admission by the Released Parties of wrongdoing or liability, or of the truth of any factual allegations in the Action. Nothing herein shall constitute any admission by the Released Parties regarding the merits of the claims in this Action, including but not limited to claims for unpaid wages or other compensation, benefits or penalties under California and/or federal law. Nothing herein shall constitute an admission by the Released Parties that the Action was properly brought as a class or representative action other than for settlement purposes. To the contrary, the Released Parties have denied and continue to deny each and every material factual allegation and all claims in the Action. To this end, the Class Settlement of the Action, the negotiation and execution of this Stipulation, and all acts performed or documents executed pursuant to or in furtherance of this Stipulation or the Class Settlement are not, shall not be deemed to be, and may not be used as, an admission or evidence of any wrongdoing or liability on the part of the Released Parties or of the truth of any of the factual allegations in the Complaint in the Action; and are not, shall not be deemed to be, and may not be used as, an admission or evidence of any fault or omission on the part of the Released Parties in any civil, criminal or administrative proceeding in any court, administrative or governmental agency or other tribunal.

1 12.3 No Publicity.

2 a. Plaintiff and her counsel agree that they will not issue any press releases
3 associated with the Settlement, initiate any contact with the press, respond to any press inquiry, post
4 on any internet websites, or have any communication with the press about the Action, or place any
5 internal or external advertising or marketing materials, including but not limited to any website(s),
6 maintained by Plaintiff's Counsel, of the fact, amount or terms of the Settlement.

7 b. Plaintiff and Defendants, and their respective counsel, recognize, and accept
8 that the Parties to this Stipulation desire that information regarding the terms of this Stipulation, the
9 fact of the Settlement embodied in this Stipulation, the disposition of the Action, the Action, and all
10 matters relating to the litigation of the Action, including discovery proceedings therein, and evidence
11 obtained during the course of the Action, shall be provided to the Class by way of the Court-approved
12 Class Notice and public access to Court records in the Action. Prior to final approval order and with
13 respect to communications about the contents of this Settlement/Stipulation, Plaintiff and her counsel
14 will limit any communications with Class Members, Aggrieved Employees, or anyone else about the
15 Settlement/Stipulation, to the information contained in the forthcoming Court-approved notice and
16 direct Class Members and/or Aggrieved Employees to the third-party administrator if necessary. After
17 final approval, Plaintiff and Plaintiff's Counsel will keep the terms of this Stipulation confidential
18 except with respect to discussions with Class Members and/or Aggrieved Employees, the Settlement
19 Administrator, and where required by law or legal compulsion. With respect to any communications
20 with Class Members and/or Aggrieved Employees after final approval, Plaintiff's and/or Plaintiff's
21 Counsel's communications with Class Members and/or Aggrieved Employees will be limited to
22 discussion regarding the terms of the settlement, if Class Members and/or Aggrieved Employees have
23 any further or more specific questions, Plaintiff and Plaintiff's Counsel will direct Class Members
24 and/or Aggrieved Employees to the Settlement Administrator.

25 12.4 Non-Retaliation. Defendants understand and acknowledge that they have a legal
26 obligation not to retaliate against any Class Member and/or Aggrieved Employee who elects to
27 participate in the Settlement or elects to opt out of the Settlement. Defendants will refer any inquiries
28 regarding this Settlement to the Settlement Administrator or Class-PAGA Counsel and will not

discourage Class Members who are currently working for Defendants, directly or indirectly, from making claims, opting out, or objecting to, the Class Settlement.

12.5 Construction. The Parties hereto agree that the terms and conditions of this Stipulation are the result of lengthy, intensive, arms-length non-collusive negotiations between the Parties and that this Stipulation is not to be construed in favor of or against any Party by reason of the extent to which any Party or its counsel participated in the drafting of this Stipulation. If any of the dates in the Stipulation fall on a weekend, bank or court holiday, the time to act shall be extended to the next business day.

12.6 The language of all parts of this Stipulation shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either Party. No Party shall be deemed the drafter of this Stipulation. The Parties acknowledge that the terms of the Stipulation are contractual and are the product of negotiations between the Parties and their counsel. Each Party and his/her/its counsel cooperated in the drafting and preparation of the Stipulation. In any construction to be made of the Stipulation, the Stipulation shall not be construed against any Party and the canon of contract interpretation set forth in California Civil Code section 1654 shall not be applied.

12.7 Governing Law. The Stipulation and the exhibits hereto shall be considered to have been negotiated, executed, and delivered, and to have been wholly performed, in the State of California, and the rights and obligations of the Parties to the Stipulation shall be construed and enforced in accordance with, and governed by, the internal, substantive laws of the State of California without regard to conflict of law principles in all respects, including execution, interpretation, performance, and enforcement.

12.8 Notices. Except for mailing of the Class Notice to Class Members, any and all notices or other communications required or permitted under this Stipulation shall be in writing and shall be sufficiently given if delivered to the Party or their counsel by U.S. mail, postage prepaid, e-mail, facsimile, or overnight delivery, addressed to the address of the Party appearing in this Stipulation.

12.9 Captions and Interpretations. Section titles or captions contained herein are inserted as a matter of convenience and for reference only and in no way define, limit, extend, or describe the scope of this Stipulation or any provision thereof.

1 12.10 Modification. This Stipulation may not be changed, altered, or modified, except in
2 writing signed by the Parties' counsel. In the event that the Court requires certain changes to this
3 Stipulation, the Parties agree that such amendments can be made through a stipulation signed solely by
4 their counsel, provided that such amendment conforms precisely to the Court's order.

5 12.11 Integration Clause. This Stipulation contains the entire agreement between the Parties
6 relating to the Settlement of the Action and the transactions contemplated thereby, and all prior or
7 contemporaneous agreements, understandings, representations, and statements, whether oral or written,
8 and whether by a party or such party's legal counsel, are hereby superseded. No rights under this
9 Stipulation may be waived.

10 12.12 Successors and Assigns. This Stipulation shall be binding upon and inure to the benefit
11 of the Parties, Aggrieved Employees, and Settlement Class Members (excluding only persons who
12 submit a timely and valid Request for Exclusion) and their respective present and former heirs, trustees,
13 executors, successors, assigns, administrators, representatives, officers, directors, shareholders, agents,
14 employees, insurers, attorneys, accountants, auditors, advisors, consultants, pension and welfare
15 benefit plans, fiduciaries, parent companies, subsidiaries, affiliates, related companies, joint ventures,
16 predecessors, successors, and assigns.

17 12.13 Other Signatories. Any person executing this Stipulation or any such related document,
18 on behalf of a corporate signatory or on behalf of a deceased individual hereby warrants and promises,
19 for the benefit of all Parties hereto, that such person has been duly authorized by such corporation or
20 deceased individual's estate, heirs, etc., to execute this Stipulation or any such related document.

21 12.14 No Third-Party Beneficiaries. The Stipulation shall be binding upon, and inure to the
22 benefit of, the successors and assigns of the Parties hereto; however, this Stipulation is not designed to
23 and does not create any third-party beneficiaries unless otherwise specifically provided herein.

24 12.15 Other Claims. No person shall have any claim against the Class Representative, Class-
25 PAGA Counsel, Defendants' Counsel, the Settlement Administrator, or any of the Released Parties
26 based on the payments made or other actions taken substantially in accordance with this Stipulation
27 and the settlement contained herein or further orders of the Court.

1 12.16 Attorney Fees, Costs and Expenses. Except as otherwise specifically provided for
2 herein, each Party shall bear her, his, or its own attorney fees, costs and expenses, taxable or otherwise,
3 incurred by them in or arising out of the Action and shall not seek reimbursement thereof from any
4 other Party to this Stipulation.

5 12.17 Action to Enforce Agreement. In any suit or court action to enforce the terms of this
6 Stipulation, the prevailing party shall be entitled to recover his, her, or its attorneys' fees and costs.

7 12.18 Court Retains Jurisdiction. The Court shall retain jurisdiction with respect to
8 implementation and enforcement of the terms of the Stipulation, and all parties hereto submit to the
9 jurisdiction of the Court for purposes of implementing and enforcing the Settlement embodied in the
10 Stipulation, pursuant to California Code of Civil Procedure §§ 382 and 664.6, and California Rules of
11 Court, rule 3.769.

12 12.19 No Franchisor Responsibility. Plaintiff and any and all Class Members agree that
13 International House of Pancakes LLC (and any direct or indirect parent or subsidiary entities including
14 but not limited to Dine Brands Global Inc.) is not liable for the Settlement provided for herein.

15 12.20 Voluntary and Knowing. This Stipulation is executed voluntarily and without any
16 duress or undue influence on the part of any of the Parties hereto.

17 12.21 Execution in Counterparts; Facsimile and Electronic Signatures. This Stipulation shall
18 become effective upon its execution by all of the undersigned. The Parties may execute this Stipulation
19 in counterparts, and execution of counterparts shall have the same force and effect as if all Parties had
20 signed the same instrument. Parties may also execute the Stipulation by way of electronic signature or
21 other electronic means. This Stipulation may be executed in any number of counterparts, each of which
22 will be deemed to be an executed Stipulation and each of which shall be deemed to be one and the
23 same instrument. A facsimile signature, DocuSign, or PDF signature copy shall be treated as an
24 original signature for all purposes.

25 12.22 Fair, Adequate, and Reasonable Settlement. The Parties agree that this settlement is
26 fair, adequate, and reasonable, and will so represent to the Court. In addition, mediator Eve Wagner,
27 may, at her discretion, execute a declaration supporting the settlement, and the Court may, in its
28

1 discretion, contact Ms. Wagner to discuss the settlement, and whether the settlement is fair and
2 reasonable.

3 12.23 Strict Confidentiality. The Class Representative and her counsel agree that they will
4 not issue any press releases, initiate any contact with the press, respond to any press inquiry, post on
5 any internet websites, or have any communication with the press about the Action, and/or the fact,
6 amount or terms of the Settlement. Before the date of the filing of the motion for preliminary approval
7 of the settlement, the Class Representative and Class-PAGA Counsel will not initiate any contact with
8 members of the Class, Aggrieved Employees, or anyone else about the Settlement. If the Class
9 Representative or Class-PAGA Counsel violates this paragraph of this Stipulation, including without
10 limitation, by making a disclosure to any non-party that (a) a settlement has been reached; or (b) any
11 of the terms of the Settlement, before the Court has preliminarily approved the Settlement, Defendants
12 may rescind the Settlement, rendering it null and void.

13 12.24 Cooperation. The Parties will work together expeditiously to obtain preliminary and
14 final approval of this Settlement.

15 12.25 Class Representative's Counsel's Representations. Class Representative's counsel
16 represents that he does not represent anyone in connection with a potential claim against Released
17 Parties. This provision is not intended to, and shall not restrict any individual's right to the counsel of
18 his or her choice, including Plaintiff's counsel.

19 12.26 Binding Agreement. The Parties intend that this Stipulation shall be fully enforceable
20 and binding upon all Parties, and that it shall be admissible and subject to disclosure in any proceeding
21 to enforce its terms, notwithstanding the mediation confidentiality provisions that otherwise might
22 apply under federal or state law.

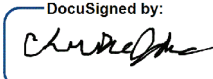
23 12.27 Resolution of Lawsuit. The Parties agree that, upon final approval of the Settlement the
24 Action will be resolved in accordance with California Rule of Court 3.769 and any other applicable
25 rules.

26 12.28 Date of Stipulation. The date of the Stipulation shall be the date of the latest signature.

27 **I, having read the foregoing Stipulation and knowing the contents thereof, am affecting this**
28 **Settlement and executing this Stipulation after having the opportunity to obtain legal advice from**

1 **counsel, and I sign the same as my own free act.**

2 THIS STIPULATION HAS BEEN READ AND AGREED TO INDIVIDUALLY AND ON
3 BEHALF OF THE PROPOSED CLASS AND AGGRIEVED EMPLOYEES:

4 
5 1A4A36B7BC6448...
6 Plaintiff Cherokee Johnson

Dated: 11/30/2023

10 READ AND AGREED TO ON BEHALF OF SEVEN SEVENTY TWO COMPANY, INC. AND
11 MR. STAX, INC.:

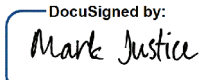
12
13 By: _____ Dated: _____
14 Title: _____
15 Seven Seventy Two Company, Inc. and Mr. Stax, Inc.

1 **counsel, and I sign the same as my own free act.**

2 THIS STIPULATION HAS BEEN READ AND AGREED TO INDIVIDUALLY AND ON
3 BEHALF OF THE PROPOSED CLASS AND AGGRIEVED EMPLOYEES:

4
5 _____ Dated: _____
6 Plaintiff Cherokee Johnson

7
8
9
10 READ AND AGREED TO ON BEHALF OF SEVEN SEVENTY TWO COMPANY, INC. AND
11 MR. STAX, INC.:

12  Dated: 11/29/2023
13 By: _____
14 Title: _____
15 Seven Seventy Two Company, Inc. and Mr. Stax, Inc.