

SETTLEMENT AGREEMENT OF PRIVATE ATTORNEYS GENERAL ACT CLAIMS

This Settlement Agreement of Private Attorneys General Act Claims (“***Settlement Agreement***”) is made and entered into between Plaintiff Tara Beane (“***Plaintiff***”), acting in a private attorney general capacity, and Defendants Pizza Nova – Harbor Drive, Inc, Pizza Nova San Marcos, LLC, and Pizza Nova Solana Beach, LLC (collectively, “***Defendants***”) (altogether, “***Parties***”; singularly, “***Party***”).

I. DEFINITIONS

The following terms, when used in this Settlement Agreement, shall have the following meanings:

1. “**Action**” and “**PAGA Action**” means the action entitled *Tara Beane v. Pizza Nova – Harbor Drive, Inc. et al.*, San Diego Superior Court, Case No. 37-2020-00038347-CU-OE-CTL.
2. “**Complaint**” means the representative action complaint filed by Plaintiff in this Action on October 22, 2020, based on a notice to the LWDA, dated August 18, 2020.
3. “**Court**” means the Superior Court of California for the County of San Diego.
4. “**Defendants**” mean Pizza Nova – Harbor Drive, Inc, Pizza Nova San Marcos, LLC, and Pizza Nova Solana Beach, LLC.
5. “**Gross Settlement Amount**” is the exact sum of One Hundred Fifty-Two Thousand and Five Hundred Dollars (\$152,500.00), which represents the total amount payable under this Settlement Agreement by Defendants, including, but not limited to, attorneys’ fees, costs, and the PAGA Payment.
6. “**Individual PAGA Payment**” means the amount to be paid to each of the PAGA Settlement Employees out of 25% of the PAGA Payment. The Individual PAGA Payment shall be based on the number of weeks worked as a non-exempt employee during the PAGA Period in California.
7. “**LWDA**” means the California Labor and Workforce Development Agency.
8. “**LWDA Notice**” means the notice that Plaintiff submitted to the LWDA, dated August 18, 2020, asserting her claims under PAGA in support of her Complaint.
9. “**PAGA**” means the Private Attorneys General Act, California Labor Code §§ 2698 *et seq.*
10. “**PAGA Payment**” means the total penalty amount of approximately \$71,666.67, 75% (\$53,750.00) of which will be paid to the LWDA, and 25% (\$17,916.67) of which will be paid to the PAGA Settlement Employees. The PAGA Payment may increase or decrease based on review by the Court of the requested attorneys’ fees, costs, and the Enhancement Payment to Plaintiff described below.
11. “**PAGA Period**” means the time period of August 18, 2019, through January 31, 2021.
12. “**PAGA Released Claims**” any and all claims, causes of action, damages, expenses, benefits, interest, penalties, attorneys’ fees, costs, and any other form of relief or remedy in law, equity, or whatever kind or nature that were asserted or could have been asserted with respect to the facts and claims asserted in Plaintiff’s LWDA Notice and Plaintiff’s Complaint, pursuant to PAGA for civil penalties for alleged violation of any provision of the California Labor Code.

13. **“PAGA Settlement Employees”** means all non-exempt employees who worked for Defendants in California during the PAGA Period, including Plaintiff.

14. **“Parties”** means Plaintiff and Defendants.

15. **“Plaintiff”** means Tara Beane.

16. **“Plaintiff’s Counsel”** means Ferraro Vega Employment Lawyers, Inc.

17. **“Released Parties”** means Pizza Nova – Harbor Drive, Inc, Pizza Nova San Marcos, LLC, Pizza Nova Solana Beach, LLC, and Pizza Nova Newport Beach, LLC and their past, present, and future owners (including, but not limited to, John Freis, Charles Muirhead, and Kelly Bowie), stockholders, shareholders, affiliates, parent companies, subsidiary companies, related entities, and joint venturers, and each of their respective past, present, and future representatives, directors, members, officers, employees, managers, agents, attorneys, clients, consultants, predecessors, assignors, and/or assigns.

18. **“Settlement Administrator”** means the third-party administrator retained by the Parties to administer the settlement.

II. RECITALS

1. Plaintiff was employed by Defendants during the PAGA period.

2. On August 18, 2020, Plaintiff submitted a notice to the LWDA asserting her claims under PAGA in support of her Complaint.

3. On October 22, 2020, Plaintiff filed the Action.

4. The Parties have agreed to fully and finally resolve the PAGA Released Claims as to Plaintiff and the PAGA Settlement Employees. Separately, the Parties have agreed to resolve any and all remaining individual claims by Plaintiff through a concurrently executed Confidential Settlement Agreement and Release of All Claims.

III. OPERATIVE TERMS OF SETTLEMENT AGREEMENT

The Parties agree as follows:

1. **Effective Date.** This Settlement Agreement is effective as of the date that all Parties have signed it.

2. **Non-Admission and Denial of Liability.** Nothing in this Settlement Agreement shall be construed to be an admission by Plaintiff that her claims do not have merit or by Defendants of any liability or wrongdoing as to Plaintiff, the PAGA Settlement Employees, or any other person. Defendants specifically disclaim any such liability or wrongdoing. The Parties have entered into this Settlement Agreement with the intention to avoid further disputes and litigation with the associated inconvenience, expenses, and risks. Nothing in this Settlement Agreement, nor any action taken in implementation thereof, nor any statements, discussions, or communications, nor any materials prepared, exchanged, issued, or used during the course of this Action, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in any other judicial, arbitral, administrative, investigative, or other forum or proceeding involving one or both Parties, as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule, or executive order, any obligation or duty at law or in equity, or any evidence of an “initial violation,” to the fullest

extent allowed by applicable law. This Settlement Agreement and any related Court documents or orders are not and may not be cited or admitted as evidence of liability, including, but not limited to, any evidence of an "initial violation," to the fullest extent allowed by applicable law. Notwithstanding the foregoing, this Settlement Agreement may be used in any proceeding in the Court that has as its purpose the interpretation, implementation, or enforcement of the settlement or any orders or judgments of the Court entered into in connection therewith.

3. **Gross Settlement Amount.** Defendants shall pay \$152,500.00 as the Gross Settlement Amount. The Parties agree to the following allocations to be paid from the Gross Settlement Amount:

a. **PAGA Payment:** Estimated to be \$71,666.67 shall be paid as the PAGA Payment in settlement of the PAGA Released Claims. The PAGA Payment will be subject to Court approval consistent with California Labor Code section 2699. Upon approval, the PAGA Payment shall be allocated as follows:

- (1) 75% of the PAGA Payment (estimated to be \$53,750.00) will be paid to the LWDA, as required by California Labor Code section 2699.
- (2) 25% of the PAGA Payment (estimated to be \$17,916.67) will be distributed pro rata as Individual PAGA Payments to each of the PAGA Settlement Employees.
- (3) The PAGA Payment, including the Individual PAGA Payments, will be reported on IRS Form 1099s by the Settlement Administrator as required by law.

b. **Attorneys' Fees and Costs:** Up to \$50,833.33 shall be paid to Plaintiff's Counsel for payment of attorneys' fees and up to \$15,000.00 shall be paid to Plaintiff's Counsel for reimbursement of costs. Defendants shall not oppose Plaintiff's request for attorneys' fees and costs up to these amounts. In the event that Court approval is required and a payment of less than \$50,833.33 in fees or \$15,000.00 in costs to Plaintiff's Counsel is approved, the difference will be added to the PAGA Payment. The Settlement Administrator will report this payment on an IRS Form 1099 issued to Plaintiff's Counsel.

c. **Administration Costs:** Administration Costs shall include the cost of the Settlement Administrator to administer the settlement in the amount of up to \$10,000.00. In the event that Court approval of these payments is required and/or a payment of less than \$10,000.00 is approved or charged, the difference will be added to the PAGA Payment.

d. **Enhancement Payment to Plaintiff:** Up to \$5,000.00 shall be paid to Plaintiff in exchange for her service in this Action and in consideration the terms of this Settlement Agreement. Defendants shall not oppose this request. In the event that Court approval is required and a payment of less than \$5,000.00 is awarded to Plaintiff, the difference will be added to the PAGA Payment. Plaintiff's Enhancement Payment will be reported on an IRS Form 1099. Plaintiff will be responsible for paying all state and federal income tax obligations arising from any IRS Form 1099 payment. The Parties agree that such payment is consideration for execution of a release of claims and for a service award and is not a wage payment. Thus, this is being paid in a manner that Plaintiff will receive an IRS Form 1099. In exchange for this Enhancement Payment and other benefits, Plaintiff agrees to separately and concurrently execute a general release of all claims, including an express waiver of California Civil Code section 1542. However, Plaintiff expressly releases her PAGA Released Claims, including her aggrieved status and ability to serve as a representative plaintiff, through this Settlement Agreement.

4. **Tax Indemnification.** Plaintiff is solely responsible for the payment of, and therefore promise to pay, any and all taxes, penalties, or other costs that may be assessed against her based on the Enhancement Payment. Defendants shall not have a duty to defend or indemnify Plaintiff against any tax claim or assessment associated with the payments made to her under this Settlement Agreement. Plaintiff shall cooperate in the

defense of any tax claims brought against Defendants associated with the payment of the Enhancement Payment and shall indemnify and hold Defendants harmless against any action taken against it in the event any taxing authority challenges the allocation or characterization of the Enhancement Payment and/or seeks payment of taxes, interest, penalties, or other assessments from Defendants in connection with any payments paid pursuant to this Settlement Agreement.

5. **Release by PAGA Settlement Employees.** Subject to the Court's approval of this Settlement Agreement, Plaintiff and the PAGA Settlement Employees hereby release the Released Parties from the PAGA Released Claims that accrued during the PAGA Period and agree they are no longer eligible to assert any "aggrieved" status during the PAGA Period.

6. **Confidentiality.**

a. Prior to disclosure in documents filed with the Court and with the State of California as necessary, except as provided below or to the extent necessary to effectuate the settlement or as required by Court or legal process, Plaintiff and Plaintiff's Counsel will keep the terms of this Settlement Agreement confidential, including the terms of the Settlement Agreement and the facts and circumstances leading up to it. Notwithstanding the previous sentence, prior to or after disclosure in documents filed with the Court and with the State of California as necessary, Plaintiff and Plaintiff's Counsel agree not to disclose any facts and circumstances leading up to the Settlement Agreement that were not disclosed in any such publicly filed documents.

b. If asked about the Complaint giving rise to this Settlement Agreement or the disputes between the Parties, Plaintiff shall provide no other statement than "the matter has been resolved" or "the matter has settled." Plaintiff may, however, discuss the terms of this Settlement Agreement with her spouse, attorneys, financial advisors, tax advisors, and accountants, or upon a valid Court order, at which time the individual receiving information about the terms of this Settlement Agreement shall be informed that the terms of this Settlement Agreement are confidential, and the individual may not reveal or disclose to any third party the terms of the Settlement Agreement.

c. Neither Plaintiff nor Plaintiff's Counsel shall issue a press release, hold a press conference, publish information about the settlement on any website or social media, respond to any press inquiries, or otherwise publicize the settlement or communicate its terms in public or in private.

d. To permit judicial review and approval of the PAGA Payment, as required by California Labor Code section 2699, Plaintiff's Counsel shall file this Settlement Agreement with the Court and submit it to the LWDA. Upon inquiry, either Plaintiff's Counsel or Defendants' counsel may communicate with the LWDA, the State of California, and the PAGA Settlement Employees about this Settlement Agreement and the Action.

7. **Non-Disparagement; Social Media Restrictions.**

a. Plaintiff agrees that she shall not knowingly or intentionally disparage the reputation of Defendants or their Released Parties to any person or entity whatsoever. This includes written statements, oral statements, or other conduct that could reasonably disparage their reputation (including, but not limited to, any third-party media outlet, Facebook, Twitter, LinkedIn, Instagram, or other social media service or personal website). This includes any anonymous postings. Plaintiff further agrees that she shall take all reasonable steps to prevent others from making such statements on her behalf.

b. Plaintiff's attorneys are prohibited from advertising this settlement on their websites or any social media, except that Plaintiff's attorney may refer to this Settlement Agreement in general terms on their website (e.g., stating the gross amount recovered and a general description of the lawsuit but without reference to

any identifiers that would disclose Defendants' identity such as a restaurant, pizza, server, Defendants' geographical location, or Defendants' ownership).

c. If Defendants have a good faith belief that Plaintiff has violated this paragraph 9 or paragraph 8 (as applicable) by posting on a website/forum (social media, third party, or otherwise), the Parties agree that the website/forum administrator shall be required to remove the applicable posting. If Defendants have a good faith belief that Plaintiff has violated this paragraph 9 or paragraph 8 (as applicable) by posting on a website/forum (social media, third party, or otherwise) but the posting is anonymous, the Parties agree that the website/forum administrator is authorized to disclose the identity of the poster, if the individual is Plaintiff, at the request of Defendants. The Parties agree that Defendants are permitted to provide a copy of this Settlement Agreement to the website/forum in support of the request and that the terms of this Settlement Agreement supersede any terms of use or other guidelines set forth on any website/forum (social media, third party, or otherwise).

d. Nothing in this paragraph shall preclude Plaintiff from responding truthfully to inquiries made in connection with any legal or governmental proceeding pursuant to subpoena or other legal process. If at any time in the future Plaintiff believes that she may be required by subpoena or other legal process that implicates this paragraph, she shall provide written notification to Defendants' counsel (Annie Ellis, via e-mail at annie.ellis@annieellislaw.com) no less than ten (10) calendar days before any such compelled disclosure is due to be made. Plaintiff agrees and understands that this paragraph is a material term and condition for the Released Parties.

8. **Court Approval of the PAGA Payment and Dismissal of the Action.** Subject to Defendants' review and approval prior to filing, Plaintiff's Counsel shall prepare and file a Joint Stipulation.

9. **Termination of Settlement Agreement.** If the Court does not approve this Settlement Agreement, the Court does not dismiss the Action with prejudice as provided for in this Settlement Agreement, an appellate review is sought and on such review the Court's decision is materially modified or reversed, or one or more of the terms of the Settlement Agreement are not approved, is materially modified or reversed, or found to be invalid, then Defendants shall have the right within ten (10) calendar days of written notice thereof to elect to terminate the Settlement Agreement, in which event it shall have no force or effect, and the Parties shall be deemed to have reverted to their respective status as of the date and time immediately prior to the execution of this Settlement Agreement.

IV. ADMINISTRATION OF SETTLEMENT

1. Within ten (10) calendar days of the Court approving this Settlement Agreement, Plaintiff shall file a Dismissal of the Action with Prejudice and will concurrently serve this PAGA Settlement on the LWDA as required by PAGA.

2. The Settlement Administrator will administer the settlement, the costs of which are estimated to be up to \$10,000.00 and shall be paid from the Gross Settlement Amount.

3. **Timeline for Funding of Gross Settlement Amount:** After the Court approves this Settlement Agreement, Defendants will fulfill their payment obligations for the Gross Settlement Amount by depositing funds with the Settlement Administrator. The funds will be deposited within ten (10) calendar days of the Court's approval of this settlement.

4. Within fifteen (15) calendar days of depositing funds as specified above, Defendants will provide to the Settlement Administrator a list of the following information for each PAGA Settlement Employee: name, last known address, social security number, and weeks worked during employment as a non-exempt employee in

California during the PAGA Period. Within twenty (20) calendar days after receipt of the Gross Settlement Amount, the Settlement Administrator will issue each PAGA Settlement Employee a check for his or her share of the PAGA Payment (based on their total weeks worked in California as a non-exempt employees for Defendants in California during the PAGA Period) along with the explanatory letter attached to this Settlement Agreement as Exhibit A (in English and Spanish). Checks will remain negotiable for one hundred twenty (120) calendar days. Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address, or social security number of the PAGA Settlement Employee involved, and will then perform a single re-mailing. The Individual PAGA Payments shall be deemed penalties and shall be reported using IRS Forms 1099.

5. Within fifteen (15) calendar days after the Gross Settlement Amount is fully deposited by Defendants, the Settlement Administrator shall disburse the balance of the Gross Settlement Amount to Plaintiff's Counsel, Plaintiff, the LWDA (75% of the PAGA Payment), and itself (not to exceed \$10,000.00), as required by this Settlement Agreement and the Order Approving the Settlement Agreement and Dismissing the Action with Prejudice.

6. The Settlement Administrator will provide an accounting under oath to the Parties of the amounts paid out.

7. Defendants make no representations or warranties with respect to tax consequences of any payment under this Settlement Agreement.

V. MISCELLANEOUS PROVISIONS

1. **Representation Concerning Pending, Existing, or Future Claims/Covenant Not to Sue.** Other than the Action, Plaintiff represents and warrants that she is not a party to any other pending lawsuits, actions, or proceedings against Defendants or any of their Released Parties. To the fullest extent allowed by applicable law, Plaintiff expressly represents and warrants that she will not file, pursue, institute, or participate in any capacity in any other claim, charge, complaint, cause of action, lawsuit, action, investigation, or proceeding before any court, administrative agency, or any other tribunal against Defendants or any of their Released Parties. If any court, administrative agency, or any other tribunal has or assumes jurisdiction of any claim, charge, complaint, cause of action, lawsuit, action, investigation, or proceeding against Defendants or any of their Released Parties on behalf of or relating to Plaintiff, she agrees that she shall request that court, administrative agency, or tribunal to withdraw from or dismiss the matter with prejudice in accordance with applicable law.

2. **Representation by Counsel.** The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement and that this Settlement Agreement has been executed with the consent and advice of counsel and reviewed in full.

3. **Drafting.** The Parties agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that no Party shall be considered the "drafter" of this Settlement Agreement for purposes of having terms construed against that Party.

4. **Acknowledgement of Fair and Reasonable Settlement.** The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this settlement after arm's-length negotiations by experienced counsel. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this settlement.

5. **Costs and Fees.** The Parties shall each bear their own costs, attorneys' fees, mediator fees, and other fees incurred in connection with this Settlement Agreement and in connection with the Action, except as otherwise set forth specifically herein.

6. **Authority; Binding Agreement.** Defendants represent and warrant that the signatories below have the authority to act on behalf of Defendants and to bind Defendants to the terms of this Settlement Agreement. Plaintiff represents and warrants that she has the capacity to act on her own behalf and on behalf of all who might claim through her to bind her to the terms and conditions of this Settlement Agreement. The Parties agree that this Settlement Agreement will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

7. **Successors and Assigns.** The provisions of this Settlement Agreement shall be binding upon and inure to the benefit of the respective Parties and their heirs, executors, administrators, agents, representatives, successors, and assigns.

8. **Governing Law.** This Settlement Agreement shall be construed under and governed by the laws of the State of California. This Settlement Agreement shall be deemed to have been entered into in San Diego, California and all questions of validity, interpretation, or performance of any of its terms or of any rights or obligations of the Parties to this Settlement Agreement shall be governed by California law. If any legal or equitable action or arbitration is necessary to enforce the terms of this Settlement Agreement, it shall be brought in the State of California, County of San Diego.

9. **Continuing Jurisdiction and California Code of Civil Procedure Section 664.6.** After approval of this Settlement Agreement, and pursuant to California Code of Civil Procedure section 664.6, the Court will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the settlement, (ii) settlement administration matters, and (iii) such other matters as may be appropriate under court rules or as set forth in this settlement.

10. **Complete Agreement.** The Parties each acknowledge and represent that no promise or representation not contained in this Settlement Agreement has been made to them and acknowledge and represent that this Settlement Agreement, including any incorporated documents, such as Exhibit A, and the related individual settlement agreement contain the entire understanding between them and contains all terms and conditions pertaining to the compromise and settlement of the claims. This Settlement Agreement supersedes any previous interim agreements, including the one executed by the Parties on April 15, 2021.

11. **Execution and Counterparts.** This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile, digital (e-signatures), and scanned copies of the signature page, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange among themselves original signed counterparts.

12. **Cooperation and Execution of Necessary Documents.** All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement.

13. **Amendment or Modification.** This Settlement Agreement may be amended or modified only by a written instrument, signed by either the Parties or their successors-in-interest or counsel for all Parties.

14. **Invalidity of Any Provision; Severability.** Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement valid and

enforceable. If any provision of this Settlement Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of the Settlement Agreement that can be given effect without the invalid provisions or applications and to this end the provisions of this Settlement Agreement are declared to be severable.

15. **Nullification of Settlement Agreement.** In the event that: (i) the Court does not approve this Settlement Agreement; or (ii) the settlement does not become final for any other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their original respective positions as of the date and time immediately prior to the execution of this Settlement Agreement.

16. **Waiver.** No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such Party of the same or any other condition, covenant, right, or remedy.

IN WITNESS THEREOF, the Parties each acknowledge that they have read the foregoing Settlement Agreement, accept and agree to the provisions contained in this Settlement Agreement and hereby execute it voluntarily and with full understanding of its consequences.

PLAINTIFF:

Dated: 6/10/21

Tara Beane

Tara Beane

DEFENDANTS:

Dated: _____

Charles Muirhead on behalf of
Pizza Nova – Harbor Drive, Inc.

Dated: _____

John Freis on behalf of
Pizza Nova San Marcos, LLC

Dated: _____

Kelly Bowie on behalf of
Pizza Nova Solana Beach, LLC

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15. **Nullification of Settlement Agreement.** In the event that: (i) the Court does not approve this Settlement Agreement; or (ii) the settlement does not become final for any other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their original respective positions as of the date and time immediately prior to the execution of this Settlement Agreement.

16. **Waiver.** No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such Party of the same or any other condition, covenant, right, or remedy.

IN WITNESS THEREOF, the Parties each acknowledge that they have read the foregoing Settlement Agreement, accept and agree to the provisions contained in this Settlement Agreement and hereby execute it voluntarily and with full understanding of its consequences.

PLAINTIFF:

Dated: _____

Tara Beane

DEFENDANTS:

06 / 10 / 2021

Dated: _____

Charles Muirhead

Charles Muirhead on behalf of
Pizza Nova – Harbor Drive, Inc.

06 / 09 / 2021

Dated: _____

john freis

John Freis on behalf of
Pizza Nova San Marcos, LLC

06 / 08 / 2021

Dated: _____

Kelly Bowie

Kelly Bowie on behalf of
Pizza Nova Solana Beach, LLC

Document ID: W4Z3633K

Nicholas Ferraro (admin@ferrarovega.com)

Document name:

2021-06-4 Beane v. Pizza Nova- PAGA Settlement Agreement (final).pdf

SHA256 security hash:

280ca12735e09a0ea1d11ce9656c192adb3fcf8c2f82e8eaab487bd6481ff21d

Sent on:

June 9, 2021, 6:38 p.m. (UTC)

From:

SignRequest <no-reply@signrequest.com> on behalf of (admin@ferrarovega.com)

To:

Subject:

[REDACTED]
Nicholas Ferraro (admin@ferrarovega.com) has sent you a SignRequest

Message:

[REDACTED]

IP address:

68.107.123.142

User agent:

Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/91.0.4472.77 Safari/537.36

Nicholas Ferraro (admin@ferrarovega.com)

Email address verification:

Verified by SignRequest

[REDACTED]

Email address verification:

Verified by SignRequest

Text added, page 8:

6/10/21

Signature added, page 8:



IP address:

98.176.2.97

User agent:

Mozilla/5.0 (iPhone; CPU iPhone OS 14_4_2 like Mac OS X) AppleWebKit/605.1.15 (KHTML, like Gecko) Version/14.0.3 Mobile/15E148 Safari/604.1

Document signed:

June 10, 2021, 10:53 p.m. (UTC)

TITLE	Beane v. Pizza Nova- PAGA Settlement Agreement - FINAL.pdf
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DOCUMENT ID	1d21007010234882dddeeee862f690ef4a5377b7
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

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Document History



SENT

06 / 09 / 2021

00:28:26 UTC

Sent for signature to Kelly Bowie [REDACTED]
Charles Muirhead (charlie@pizzanova.net) and John Freis
[REDACTED] from annie.ellis@annieellislaw.com
IP: 72.192.158.164



VIEWED

06 / 09 / 2021

01:38:11 UTC

Viewed by Kelly Bowie [REDACTED]
IP: 72.207.117.4



SIGNED

06 / 09 / 2021

01:39:09 UTC

Signed by Kelly Bowie [REDACTED]
IP: 72.207.117.4



VIEWED

06 / 09 / 2021

14:24:31 UTC

Viewed by John Freis [REDACTED]
IP: 66.27.121.200



SIGNED

06 / 09 / 2021

14:24:48 UTC

Signed by John Freis [REDACTED]
IP: 66.27.121.200

TITLE	Beane v. Pizza Nova- PAGA Settlement Agreement - FINAL.pdf
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Document History



06 / 10 / 2021
23:50:38 UTC

Viewed by Charles Muirhead (charlie@pizzanova.net)
IP: 68.101.220.108



06 / 10 / 2021
23:51:43 UTC

Signed by Charles Muirhead (charlie@pizzanova.net)
IP: 68.101.220.108



06 / 10 / 2021
23:51:43 UTC

The document has been completed.

EXHIBIT A

EXHIBIT “A”

Tara Beane v. Pizza Nova – Harbor Drive, Inc. et al.
San Diego Superior Court Case No. 37-2020-00038347-CU-OE-CTL

NOTICE TO AGGRIEVED EMPLOYEES

This notice relates to the settlement of a lawsuit pursuant to the Private Attorneys General Act of 2004 (“PAGA”). A PAGA action is an action for civil penalties in which the State of California receives 75% of the civil penalties collected.

Tara Beane (“Plaintiff”), a former employee of Pizza Nova, filed lawsuit against Pizza Nova in San Diego Superior Court, Case No. 37-2019-00031532-CU-OE-CTL (the “Action”). Plaintiff brought this lawsuit as a representative action under the PAGA, on behalf of the State of California and certain other current and former non-exempt (hourly) employees who worked for Pizza Nova at anytime from August 18, 2019, to January 31, 2021.

Plaintiff alleges that Pizza Nova failed to comply with the California Labor Code governing wages, meal and rest periods, accurate itemized wage statements, timely payment of wages following separation of employment., business expenses, maintenance of employee records, among other related claims. Pizza Nova denies the claims in the Action and asserts that no civil penalties are due to Plaintiff, the State of California, or other allegedly “aggrieved employees.” The Court has made no determination on the merits of the Action, but the parties have decided to resolve this case through settlement, with the approval of the Court.

You have received this notice because Pizza Nova’s records indicate that you were among the employees whom Plaintiff alleges were potentially aggrieved by one or more of the practices about which she complains (i.e., you are or were a non-exempt or hourly employee who worked for Pizza Nova in California during the period of August 18, 2019, to January 31, 2021). The parties have agreed that a portion of the settlement proceeds would be distributed to the allegedly aggrieved employees, including you, after certain portions of the penalties collected are paid to the State of California according to California law.

The enclosed check represents your portion of the settlement payment, which is based on your share of the total settlement proceeds that the parties have agreed to be paid to the allegedly aggrieved employees. You may deposit or cash the check without any further obligation on your part and there is no need for you to contact the settlement administrator, the parties, or the Court. This settlement releases claims for civil penalties under the PAGA relating to wages, meal and rest periods, accurate itemized wage statements, and timely payment of wages. Your individual rights are unaffected.

The maximum settlement payment by Pizza Nova is \$152,500.00, from which the Court has approved deductions for Plaintiff’s attorney’s fees of \$53,833.33 Plaintiff’s attorney’s actual costs of \$7,616.70, a representative enhancement payment to Plaintiff of \$5,000, settlement administration costs of up to \$5,000, and payment to the Labor Workforce Development Agency of in an amount equal to 75% of that portion of the settlement allocated to penalties. The remaining amount of \$21,012 is being paid to hourly employees who worked for Pizza Nova in

California at anytime from August 31, 2019, to January 31, 2021, proportionally based on the number of workweeks the employee worked compared to the number of workweeks worked by all hourly employees who worked for Pizza Nova during the relevant period.

You have been credited with [REDACTED] workweeks for purposes of calculating your individual settlement payment.

You are encouraged to deposit your check promptly. Any checks that remain uncashed six months from the date of this notice shall be void and the unclaimed funds shall be distributed as ordered by the Court.

If you have questions about this notice, please contact the Settlement Administrator, Phoenix Settlement Administrators, at:

P.O. Box 7208
Orange, CA, 92863
Phone: (800) 523-5773
info@phoenixclassaction.com

THIS NOTICE IS NOT AN EXPRESSION OF ANY OPINION BY THE COURT AS TO THE MERITS OF THE CLAIMS OR DEFENSES BY EITHER SIDE IN THIS PROCEEDING.

PLEASE DO NOT CONTACT THE COURT REGARDING THIS CASE.