

**PRIVATE ATTORNEYS GENERAL ACT ("PAGA")
SETTLEMENT AGREEMENT**

This Settlement Agreement under the California Labor Code Private Attorneys General Act ("PAGA") is made by and between Plaintiffs Daniel Barton, Luis De La Torre, Nenad Nino Jovicic, Melvin Picolo, Mark Marco Candela, Spiro Georgopolous, Marilyn Kitawaga, Luca Ortolani, and Ruy Camposeco ("PLAINTIFFS") on behalf of themselves, other aggrieved employees, and the State of California, on the one hand, and Defendants North Beach Restaurant, Inc. ("NBR"), Stephen David Mayer, and Noris Orsi ("DEFENDANTS") on the other hand (collectively, the "Parties"), subject to the approval of the Court in accordance with California Labor Code section 2699(1)(2), and subject to the following terms and conditions.

I. DEFINITIONS

Unless otherwise defined herein, the following terms used in this Agreement shall have the meanings ascribed to them as set forth below:

- A.** "Action" means the civil action titled *Daniel Barton et al. v. North Beach Restaurant, Inc. et al.*, Case No. CGC-21-590019.
- B.** "Agreement," "Settlement," or "Settlement Agreement" means this Settlement Agreement.
- C.** "Complaint" means the Complaint filed by PLAINTIFFS on February 26, 2021 in the Action.
- D.** "Court" means the San Francisco County Superior Court of California.
- E.** "Covered Period" means the period of time from September 28, 2019 to the date the Court approves this Settlement.
- F.** "DEFENDANTS" means North Beach Restaurant, Inc., Stephen David Mayer and Noris Orsi.
- G.** "Final" means that the Settlement has been fully and finally approved and the Order signed by the Court.
- H.** "DEFENDANTS' Counsel" means O'Hagan Meyer.
- I.** "Order" means the Order Granting Approval of Settlement. The Parties will submit a proposed Order in the form evidenced by Exhibit A to this Agreement for consideration by the Court.
- J.** "LWDA" means the California Labor & Workforce Development Agency.

- K.** “LWDA Payment” means the portion of the payment from the Settlement Amount to be paid to the LWDA under the Settlement Agreement.
- L.** “Net Settlement Amount” means the amount that is available for distribution of the LWDA Payment and as Settlement Shares to the PAGA Settlement Group Members after deduction of fees (“PAGA Settlement Administration Fees”) from the Total Settlement Amount. The PAGA Settlement Administration Fees will be paid to the Settlement Administrator, ILYM Group, Inc. (“ILYM Group”).
- M.** “PAGA Settlement Group Members” means all persons employed by NBR during the Covered Period in the positions of server and bartender only.
- N.** “PLAINTIFFS” means Daniel Barton, Luis De La Torre, Nenad Nino Jovicic, Melvin Picolo, Mark Marco Candela, Spiro Georgopolous, Marilyn Kitawaga, Luca Ortolani, and Ruy Camposeco
- O.** “PLAINTIFFS’ Counsel” means the Law Firm of Allan A. Villanueva.
- P.** “Released Parties” means North Beach Restaurant, Inc., Stephen David Mayer, Noris Orsi, and any present and former parents, subsidiaries and affiliated companies or entities, and their respective officers, directors, employees, partners, shareholders and agents, and any other successors, assigns and legal representatives and their related persons and entities.
- Q.** “Settlement Share” means the portion of the Settlement Amount allocable to each PAGA Settlement Group Member as provided by this Agreement.
- R.** “Total Settlement Amount” means the total amount to be paid by NBR as provided by this Agreement.

II. FACTUAL BACKGROUND

A. On February 26, 2021, PLAINTIFFS filed this Action against DEFENDANTS, alleging various violations of California Labor Code and seeking civil penalties pursuant to the Labor Code Private Attorneys General Act of 2004 (“PAGA”).

B. This Agreement represents a compromise and settlement of highly disputed claims relating to the wage and hour claims at issue in the Action. Nothing in this Agreement is intended or will be construed as an admission by DEFENDANTS that PLAINTIFFS’ claims in the Action have merit or that they have any liability to PLAINTIFFS or the PAGA Settlement Group on those claims.

III. SETTLEMENT TERMS AND CONDITIONS

A. Stipulation for Settlement Only. Consistent with this Agreement, PLAINTIFFS will stipulate to the dismissal with prejudice of all PAGA claims against DEFENDANTS that arise from or relate to the claims alleged in the Complaint.

B. Representation Regarding PAGA Settlement Group Members. DEFENDANT represents that there are approximately 20 individuals that compose the PAGA Settlement Group Members.

C. Total Settlement Amount. Subject to the terms and conditions of this Agreement, the Total Settlement Amount is \$20,000.00 (Twenty Thousand Dollars and No Cents). PLAINTIFFS’ Counsel’s attorney’s fees and costs are addressed in a separate agreement concerning PLAINTIFFS’ individual claims. The Total Settlement Amount will cover (a) PAGA Settlement Administration Fees, (b) all Settlement Shares to PAGA Settlement Group Members, and (c) the LWDA Payment. NBR shall pay no more than \$20,000.00. Seventy-five percent (75%) of the Net Settlement Amount will be distributed to the LWDA and the remaining (25%) will be distributed to the PAGA Settlement Group Members pursuant to the below provisions regarding calculation of each Member’s share.

D. Settlement Shares. Subject to the terms and conditions of this Agreement, each PAGA Settlement Group Member will be allocated a Settlement Share from 25% of the Net Settlement Amount and 75% of the Net Settlement Amount shall be paid to the LWDA. The Settlement Share is intended to settle claims for civil penalties. Accordingly, the payments to PAGA Settlement Group Members will not be reduced by payroll tax withholding and deductions; instead, NBR will issue to the PAGA Settlement Group Member an IRS Form 1099 and its state and local equivalents with respect to the payment.

E. Distribution of Settlement Shares to PAGA Settlement Group Members. After deducting for the amounts for the LWDA Payment and costs of the PAGA Settlement Administration Fee, the remainder of the Net Settlement Amount will be paid as Settlement Shares to each PAGA Settlement Group Member. The portion of the Settlement Amount

available for distribution to PAGA Settlement Group Members (25% of the Net Settlement Amount) will be divided among all PAGA Settlement Group Members based on the number of pay periods worked during the Covered Period. ILYM Group will calculate the total number of pay periods worked by all PAGA Settlement Group Members during the Covered Period to get the “Total Pay Periods.” ILYM Group will then divide the 25% of the Settlement Amount to be paid to the PAGA Settlement Group Members by the Total Pay Periods during the Covered Period. This will yield the amount to be paid to each PAGA Settlement Group Member for each pay period, or the “Settlement Amount Per Pay Period.” Each PAGA Settlement Group Member's share of the settlement will then be calculated by multiplying the Settlement Amount Per Pay Period by the number of pay periods worked by that PAGA Settlement Group Member during the PAGA Period, based on NBR's records. The PAGA Settlement Group Members will be paid Settlement Payments based on the number of pay periods they worked as calculated by up.

F. Payment to LWDA. NBR will pay 75% of the Net Settlement Amount to the LWDA as its share of the Settlement attributable to civil penalties under PAGA (the “LWDA Payment”). If the Court approves an LWDA Payment of less than 75%, the remainder will be retained in the Settlement Amount.

G. Distribution of Settlement Shares. In connection with the Parties' Ex Parte Application for Order Approving Settlement (“Ex Parte Application”), ILYM Group will distribute Settlement Shares due under the Settlement and otherwise administer the Settlement. ILYM Group's duties will include preparing, printing, and mailing the Notice Packet to the PAGA Settlement Group Members; conducting a National Change of Address search and using Accurint and other reasonable and cost-effective skip trace methods to locate any PAGA Settlement Group Member whose Notice Packet was returned by the U.S. Postal Service as non-deliverable, and re-mailing the Notice Packet to the PAGA Settlement Group Member's new address; issuing the checks to effectuate the payments due under the Settlement; and otherwise administering the Settlement pursuant to this Agreement.

H. Procedure for Approving Settlement.

1. Stipulation and Proposed Order Approving the Settlement.

a. The Parties will cooperate in seeking approval of the Settlement, including by drafting and filing an Ex Parte Application for Order Approving Settlement. The Parties further agree to fully cooperate in the drafting and/or filing of any further documents reasonably necessary to be prepared or filed and shall take all steps that may be requested by the Court relating to the approval and implementation of the Settlement. PLAINTIFFS' Counsel shall submit the Settlement Agreement and Ex Parte Application papers to the LWDA at the same time they are filed with the Court.

b. At the hearing on the Parties' Ex Parte Application, the Parties will jointly appear (if so ordered by the Court), support the granting of the Ex Parte Application and submit an order granting the Ex Parte Application in the form evidenced by Exhibit A to this Agreement.

c. PLAINTIFFS' Counsel will file the Ex Parte Application. If the Court does not grant the Ex Parte Application approving the Settlement, under the specific terms requested, the Parties agree to meet and confer to address the Court's concerns and determine whether resolution of the claims encompassed by the Settlement can be obtained in a manner consistent with the Court's concerns.

d. If the Court does not grant approval of the Settlement, then the Settlement will become null and void.

I. No Right to Opt Out. The Parties agree there is no statutory right to provide aggrieved employees the option to opt out as PAGA Settlement Group Member.

J. Notice and Payment of Settlement Shares to PAGA Settlement Group Members. After the Court enters its order granting the Stipulation and Proposed Order approving Settlement, every PAGA Settlement Group Member will be provided with a notice explaining the Settlement (see Exhibit B; "Notice Packet") and payment of the PAGA Settlement Group Member's Settlement Share.

1. ILYM Group will send each PAGA Settlement Group Member the Notice Packet and payment of the PAGA Settlement Group Member's Settlement Share pursuant to the terms of this Agreement. ILYM Group will mail the Notice Packets and Settlement Share payments to all identified PAGA Settlement Group Members, using the mailing address information in its possession, unless modified by any updated address information that NBR obtains in the course of administration of the Settlement.

2. In the event of returned or non-deliverable Notice Packets and Settlement Share payments, ILYM Group will make reasonable efforts to locate PAGA Settlement Group Members and re-send the Notice Packets and Settlement Share payments. ILYM Group will promptly, and not later than 15 calendar days from receipt of the returned packet and payment, search for a more current address for the PAGA Settlement Group Member **conducting a National Change of Address search and** using Accurant or other reasonable and cost-effective skip trace method, and re-mail the Notice Packet and Settlement Share payment to the PAGA Settlement Group Member. ILYM Group will use the PAGA Settlement Group Members' data to find a more current address. ILYM Group will be responsible for taking reasonable steps consistent with this Agreement and court order, as agreed to with PLAINTIFFS' Counsel and according to the following deadlines, to trace the mailing address of any PAGA Settlement Group Member for whom a Notice Packet or Settlement Share payment is returned by the U.S. Postal Service as undeliverable. These reasonable steps will include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address and promptly re-mailing to PAGA Settlement Group Members for whom new addresses are found.

K. Submission of Order. A copy of the superior court's judgment in any civil action filed pursuant to this part and any other order in that action that either provides for or denies an award of civil penalties under this code shall be submitted to the agency by

PLAINTIFFS' Counsel within 10 days after entry of the judgment or order.

L. Waiver of Right to Appeal. Provided that the Court's approval of this Settlement is consistent with the material terms of this Agreement, PLAINTIFFS, DEFENDANTS, and their respective counsel, hereby waive any and all rights to appeal the approval of the Settlement and the Order therefore will become non-appealable at the time it is entered.

M. Timing of Settlement Payments. The Settlement Shares and the LWDA Payment will be paid out of the Settlement Amount within fourteen (14) calendar days after the Settlement becomes Final.

N. Uncashed Settlement Share Checks. A PAGA Settlement Group Member must receive or cash his or her Settlement Share payment or check within 180 calendar days after it is mailed to him or her. If a check is returned to ILYM Group, ILYM Group will make all reasonable efforts to re-mail it to the PAGA Settlement Group Member at his or her correct address in accordance with the procedures set forth above. If a PAGA Settlement Group Member cannot be located using the procedures set forth above, or if a PAGA Settlement Group Member fails to cash the check for his or her Settlement Share within 180 days after it is mailed to him or her **at their last known address**, ILYM Group will distribute the funds represented by the uncashed check to the California State Controllers' Office as unclaimed property.

O. Release and Waiver of Claims.

1. PAGA Settlement Group Members. In consideration for the LWDA Payment and the PAGA Settlement Group Members awarded Settlement Shares, as of the date the Settlement becomes Final, the LWDA and PAGA Settlement Group Members release any and all known and unknown claims under PAGA **for violations occurring during the Covered Period** against the Released Parties that were alleged in the Complaint, including all Labor Code sections and PAGA penalties referenced in the Complaint (the "PAGA Settlement Group Members' Released Claims").

2. PLAINTIFFS Waiver of Rights under California Civil Code Section 1542. PLAINTIFFS' released claims shall include all PAGA respective claims, whether known or unknown by the releasing party relating to the allegations in the Complaint. Thus, even if PLAINTIFFS discover facts in addition to or different from those that he or she now knows or believes to be true with respect to the subject matter of the Complaint, those claims will remain released and forever barred. Therefore, PLAINTIFFS expressly waive and relinquish the provisions, rights and benefits of section 1542 of the California Civil Code, which reads:

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

P. No Effect on Other Benefits. The Settlement Shares will not result in any additional benefit payments (such as 401(k) or bonus) beyond those provided by this Agreement to the PAGA Settlement Group Members.

IV. MISCELLANEOUS TERMS

1. No Admission of Liability.

a. DEFENDANTS deny that they have engaged in any unlawful activity, have failed to comply with the law in any respect, or have any liability to anyone under the claims asserted in the Action. This Agreement is entered into solely for the purpose of compromising highly disputed claims and a bona fide dispute of allegedly unpaid sums. Nothing in this Agreement is intended or will be construed as an admission of liability or wrongdoing by DEFENDANTS. This Settlement and the fact that PLAINTIFFS and DEFENDANTS were willing to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with the Settlement).

b. Whether or not the Order becomes Final, nothing in this Agreement, any document, statement, proceeding or conduct related to the Settlement, or any reports or accounting of those matters, will be construed as, offered or admitted in evidence as, received as, or deemed to be evidence of a presumption, concession, indication or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage.

c. Nothing herein shall prohibit or otherwise prevent DEFENDANTS from challenging and/or asserting defenses against any claim that the PAGA Settlement Group Members are entitled to multiple penalties under PAGA for alleged multiple violations of the California Labor Code (i.e. stacking) relating to the remainder of the claims in PLAINTIFFS' Complaint or for making any other argument in defense of this action.

d. This Section and all other provisions of this Agreement notwithstanding, any and all provisions of this Agreement may be admitted in evidence and otherwise used in any and all proceedings to enforce any or all terms of this Agreement, or in defense of any claims released or barred by this Agreement.

2. Integrated Agreement. After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any Party concerning this Agreement or its exhibits other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits.

3. Attorney Authorization. PLAINTIFFS' Counsel and DEFENDANTS' Counsel warrant and represent that they are authorized by PLAINTIFFS and DEFENDANTS, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the Court or mediator, and in all cases all such documents, supplemental provisions and assistance of the Court will be consistent with this Agreement.

4. Modification of Agreement. This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their successors-in-interest.

5. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

6. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law principles or choice of law principles.

7. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

8. Fair Settlement. The Parties and their respective counsel affirm that they reached this Agreement through arms-length negotiations, taking into account all relevant factors, and after having conducted adequate discovery and investigation.

9. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

10. Notice. All notices, demands or other communications given under this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail and addressed as follows:

To PLAINTIFFS and the PAGA Settlement Group:

Allan V. Villanueva
Law Office of Allan A. Villanueva
6101 Bollinger Canyon Road, Ste. 379C
San Ramon, CA 94583
Telephone: (925) 365-1680

Facsimile: (650) 479-3086

To Defendant:

Christine C. Lee
Carla Vasques dos Santos-Moore
O'Hagan Meyer
221 Caledonia Street
Sausalito, California 94965
Telephone: (415) 578-6900
Facsimile: (415) 578-6910

11. Execution in Counterpart. This Agreement may be executed in one or more counterparts. All executed counterparts and each of them will be deemed to be one and the same instrument. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12. Jurisdiction. Pursuant to Code of Civil Procedure section 664.6, the court shall retain jurisdiction to enforce the terms of this Agreement and shall award reasonable attorney's fees and costs to the prevailing party in a suit or proceeding thereunder. **This provision is binding only on named parties.**

V. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: 2/4/2022

DANIEL BARTON

By: 
Daniel Barton (Feb 4, 2022 16:06 PST)

Daniel Barton

Dated:

Plaintiff MARILYN KITAGAWA

By: _____
Marilyn Kitagawa

Plaintiff RUY CAMPOSECO

Dated:

By: _____
Ruy Camposeco

Dated:

Plaintiff LUCA ORTOLANI

By: _____
Luca Ortolani

Dated:

Plaintiff SPIRO GEORGOPOLOUS

By: _____
Spiro Georgopolous

Dated:

Plaintiff MARK MARCO CANDELA

By: _____
Mark Marco Candela

Dated:

Plaintiff MELVIN PICOLO

By: _____
Melvin Picolo

Dated:

Plaintiff NENAD NINO JOVICIC

By: _____
Nenad Nino Jovicic

Dated:

Plaintiff LUIS DE LA TORRE

By: _____
Luis De La Torre

Dated:

NORTH BEACH RESTAURANT, INC.

By: _____
_____ for North Beach Restaurant, Inc.

Dated:

Defendant STEPHEN MAYER

By: _____
Stephen Mayer

Dated:

Defendant NORIS ORSI

By: _____
Noris Orsi

APPROVED AS TO FORM:

Dated:

By: _____
Allan V. Villanueva
Attorney for PLAINTIFFS

Dated:

O'HAGAN MEYER

By: _____
Christine C. Lee
Carla Vasques dos Santos-Moore
North Beach Restaurant, Inc., Noris Orsi
and Stephen David Mayer

1 ALLAN A. VILLANUEVA, SBN 163480
Law Office of Allan A. Villanueva
2 6101 Bollinger Canyon Road, Suite 379C
San Ramon, CA 94583
3 Telephone (925) 365-1680
Facsimile (650) 479-3086
4 allan@allanvillanuevalaw.com

5 Attorney for Plaintiffs

6
7
8 SUPERIOR COURT OF CALIFORNIA
9 COUNTY OF SAN FRANCISCO

10 DANIEL BARTON; LUIS DE LA
11 TORRE; NENAD NINO JOVICIC;
12 MELVIN PICOLO; GREGORY PETRI;
MARK MARCO CANDELA; SPIRO
13 GEORGOPOLOUS; MARILYN
KITAGAWA; LUCA ORTOLANI; RUY
CAMPOSECO

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15 Plaintiffs,

16 v.

17 NORTH BEACH RESTAURANT, INC.;
NORIS ORSI; STEPHEN DAVID
18 MAYER; AND DOES 1 TO 100,

19 Defendants.

Case No. CGC-21-590019

**[PROPOSED] ORDER GRANTING
APPROVAL OF PAGA SETTLEMENT**

[Assigned for all purposes to
Hon. Ethan P. Schulman, Dept. 304]

Action Filed: February 26, 2021
Trial Date: None Set

Hearing Date: February 14, 2022
Time: 10:00 a.m.
Dept. 304

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24 Plaintiffs' Motion for Approval of PAGA Settlement was heard by the Court on
25 February 14, 2022. The Court having reviewed the Motion for Approval of PAGA
26 Settlement, the terms of which are set forth in the Exhibit A of the Declaration of Allan A.
27 Villanueva filed with the Plaintiffs' motion, the papers and supplemental filings, the
28 arguments of counsel, and all other evidence and matters presented, and good cause

1 appearing:

2 IT IS HEREBY ORDERED, ADJUDGED and DECREED that the Plaintiffs' Motion
3 for Approval of PAGA Settlement is GRANTED. The terms of settlement in the PRIVATE
4 ATTORNEYS GENERAL ACT ("PAGA") SETTLEMENT AGREEMENT ("Agreement"),
5 attached as Exhibit A, are hereby APPROVED in accordance with Labor Code section
6 2699(1)(2), and finds that the Agreement is, in all respects, fair, adequate, and reasonable
7 and directs the Parties to effectuate the PAGA settlement according to the terms set forth in
8 the Agreement.

9 The Court retains jurisdiction of this case pursuant CCP §664.6 to adjudicate any
10 matters related to this Order and the Agreement.

11 IT IS SO ORDERED ADJUDGED AND DECREED.

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13 DATED: February __, 2022

14 Hon. Ethan P. Schulman
15 Superior Court of California
16 County of San Francisco
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EXHIBIT B

NOTICE OF APPROVAL OF SETTLEMENT

NOTICE OF SETTLEMENT

On [Date], the San Francisco County Superior Court approved a settlement of claims under the Private Attorneys General Act (“PAGA”) brought by Plaintiff Daniel Barton et al. (“PLAINTIFF”) against Defendants North Beach Restaurant, Inc., Stephen David Mayer, and Noris Orsi (“DEFENDANTS”) concerning North Beach Restaurant Inc.’s alleged violations of California Labor Code statutes. The case is entitled Daniel Barton, et al. v. North Beach Restaurant, Inc., et al., Case No. CGC-21-590019.

DEFENDANTS deny any liability and deny PLAINTIFF’S allegations. Specifically, North Beach Restaurant, Inc. (“NBR”) contends that it complied with the requirements of the California Labor Code and that civil penalties are not recoverable.

After good-faith negotiations in which both sides recognized the substantial risk of an uncertain outcome, PLAINTIFF and DEFENDANTS agreed to settle the Action pursuant to the terms and conditions of the Settlement.

The Settlement covers claims under the Private Attorneys General Act (“PAGA”) arising from the alleged violations of the California Labor Code. PLAINTIFF alleged that NBR violated the California Labor Code by failing 1) to provide servers and bartenders lawful meal and rest periods; 2) to pay regular or overtime wages for work performed; 3) to pay the premium for servers and bartenders who worked split shifts; and 4) to provide accurate wage statements.

You are a “PAGA Settlement Group Member” if you were employed by NBR during the period from September 28, 2019, to [insert date of settlement approval] as a server or a bartender.

In consideration for the LWDA Payment and the PAGA Settlement Group Members awarded Settlement Shares, as of the date the Settlement becomes Final, the LWDA and PAGA Settlement Group Members release any and all known and unknown claims under PAGA during the Covered Period against the Released Parties that were alleged in the Complaint, including all Labor Code sections and PAGA penalties referenced in the Complaint.

“Final” means that the Settlement has been fully and finally approved and the Order signed by the Court.

“Released Parties” means North Beach Restaurant, Inc., Stephen David Mayer, Noris Orsi, and any present and former parents, subsidiaries and affiliated companies or entities, and their respective officers, directors, employees, partners, shareholders and agents, and any other successors, assigns and legal representatives and their related persons and entities.

PLAINTIFF’S released claims shall include all PAGA respective claims, whether known or unknown by the releasing party relating to the allegations in the Complaint. Thus, even if PLAINTIFF discovers facts in addition to or different from those that he or she now knows or believes to be true with respect to the subject matter of the Complaint, those claims will remain released and forever barred. Therefore, PLAINTIFF expressly waives and relinquishes the provisions, rights and benefits of section 1542 of the California Civil Code, which reads:

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

As a result of the Settlement, Defendant has agreed to pay \$20,000.00 (Twenty Thousand Dollars and No Cents) in civil penalties. The Court has approved this settlement. Pursuant to the Settlement, Defendants are paying \$20,000.00. After administrative costs of no more than \$3,500.00, 75% of the remaining amount, [insert dollar amount], is paid to the Labor and Workforce Development Agency and 25% of the remaining amount, [insert dollar amount], is paid to the PAGA Settlement Group Members as aggrieved employees. Your share of the amount paid to PAGA Settlement Group Members was calculated based on the number of workweeks you worked for NBR between September 28, 2019, and [insert date of settlement approval] as a server or a bartender. The enclosed check is your settlement payment. If you do not negotiate the check within 180 days of the date it was mailed, you will not be able to negotiate it but the money will be forwarded to the California State Controllers' Office in your name as unclaimed property (see https://www.sco.ca.gov/upd_msg.html).

A complete copy of the Settlement, as well as the Court's order approving the Settlement, along with other papers relevant to the claims, can be requested from counsel for the Parties. You may also review them and pleadings and other relevant records onsite, online from 8:30 a.m. to 12:30 p.m. excluding Court holidays, at:

The Civic Center Clerk's Office
400 McAllister St., Room 103
San Francisco, CA 94102-4514
Customer Service: (415) 551-3802

On-site, online Civil Record viewing may be requested on a first-come, first-served basis. Please visit <https://sfsuperiorcourt.org/divisions/civil/records> for updated hours of operation. The records can be accessed under the case name *Barton v. North Beach Restaurant, Inc.* Case No. CGC-21-590019.

You may also access free of charge the court records on this case including the Settlement, at <https://www.sfsuperiorcourt.org/online-services>. At the "Access Now" button of "Case Query" enter the Case Number CGC-21-590019.

If you have any questions about the settlement, you may contact: PLAINTIFF'S Counsel at:

Allan V. Villanueva
Law Office of Allan A. Villanueva
6101 Bollinger Canyon Road, Ste. 379C
San Ramon, CA 94583
Telephone: (925) 365-1680
Facsimile: (650) 479-3086

Or DEFENDANTS' Counsel at:

Christine C. Lee or
Carla Vasques dos Santos-Moore
O'Hagan Meyer
221 Caledonia Street
Sausalito, California 94965
Telephone: (415) 578-6900
Facsimile: (415) 578-6910

Please do not telephone the Court for information regarding the settlement or the distribution process.