

**PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND  
RELEASE**

This Private Attorneys General Act ("PAGA") Settlement Agreement and Release ("Agreement") is made by and between Kayce Odle ("Plaintiff"), for herself and on behalf of the State of California and all PAGA Settlement Group Members; and LC3S, Inc. dba Brookfields Restaurant, Sam D. Manolakas, and Stacy K. Marr ("Defendants"). Plaintiff and Defendants are collectively referred to herein as the "Parties" and may be individually referred to as a "Party." This Agreement is made in consideration of the following facts:

WHEREAS, certain disputes have arisen between the Parties concerning Plaintiff's prior employment with Defendants between on or about December 2008 and June 2020.

WHEREAS, Plaintiff filed the action entitled Odle v. LC3S, Inc. et. al., Case No. 34-2020-00289534, which is currently pending in the California Superior Court for the County of Sacramento (the "Lawsuit").

WHEREAS, Plaintiff's First Amended Complaint, asserts the following Individual Causes of Action: (1) Failure to Provide Rest Periods; (2) Failure to Provide Meal Periods (3) Failure to Provide Reporting Time Pay; (4) Failure to Pay Wages at the Agreed Upon Rate; (5) Failure to Pay Minimum Wages; (6) Failure to Pay Overtime Wages; (7) Misappropriation of Gratuities; (8) Failure to Timely Pay Wages; (9) Failure to Pay Wages Owed Upon Termination of Employment; (10) Failure to Furnish Accurate, Itemized Wage Statements; (11) Violation of Business and Professions Code § 17200 et seq; (13) Disability Discrimination; (14) Failure to Engage in the Interactive Process; and (15) Wrongful Termination in Violation of Public Policy ("Individual Claims").

WHEREAS, Plaintiff's Twelfth Cause of Action asserts a representative claim for civil penalties on behalf of herself, all other alleged aggrieved employees and the State of California for nonexempt employees of Defendants employed between September 2, 2019 and the date this settlement is approved ("PAGA Settlement Group Members"): (1) Failure to Provide Rest Periods; (2) Failure to Provide Meal Periods (3) Failure to Provide Reporting Time Pay; (4) Failure to Pay Wages at the Agreed Upon Rate; (5) Failure to Pay Minimum Wages; (6) Failure to Pay Overtime Wages; (7) Misappropriation of Gratuities; (8) Failure to Timely Pay Wages; (9) Failure to Pay Wages Owed Upon Termination of Employment; (10) Failure to Furnish Accurate, Itemized Wage Statements ("PAGA Representative Claims")

WHEREAS Defendants deny all of the allegations in the Lawsuit and deny that they have committed any misconduct, statutory or regulatory violation, wrongdoing, or any other actionable conduct.

WHEREAS, on March 14, 2022, the Parties attended a full-day mediation with Michael Loeb and thereafter reached resolution for the settlement and dismissal of Plaintiff's Individual Claims and PAGA Representative Claims.

WHEREAS, the Parties understand, acknowledge, and agree that this PAGA Settlement Agreement constitutes a compromise of the PAGA Representative Claims, and that it is the desire

and intention of the Parties to effect a final and complete resolution of the PAGA Representative Claim against Defendants or any persons or companies affiliated with the Defendants. The Parties further acknowledge that this Agreement is a compromise of disputed claims and that nothing in this Agreement shall be construed as an admission by Defendants of liability.

WHEREAS, the Parties believe and agree that this Agreement provides for a fair, adequate, and reasonable resolution of the PAGA Representative Claim, and that they have arrived at the settlement in extensive, arm's-length negotiations, taking into account all relevant factors, present and potential.

WHEREAS, pursuant to Labor Code § 2699(a), any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency ("LWDA"), may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees. Subsection (i) provides that 75 percent of any civil penalties recovered by aggrieved employees shall be distributed to the LWDA and the remaining 25 percent shall be distributed to the aggrieved employees.

WHEREAS, Labor Code § 2699(l) requires Court approval of any penalties sought as part of a proposed settlement agreement pursuant to PAGA.

WHEREAS, the Parties have entered into a separate and related Confidential Settlement Agreement and Release with respect to Plaintiff's Individual Claims. ("Plaintiff's Individual Settlement Agreement").

Therefore, in consideration of the promises and agreements contained herein, the Parties agree and covenant as follows:

1. **EFFECTIVE DATE:** The effective date of the release of Plaintiff's Representative Class' Representative PAGA Claim shall be the date the Court approves this Agreement and the PAGA Settlement. ("Effective Date").

2. **LIMITED RELEASE:** Upon the Effective Date, Plaintiff, all PAGA Settlement Group Members and the LWDA shall fully release and forever discharge any and all claims seeking civil penalties under California Labor Code Sections 2698 et. seq. predicated on the alleged California Labor Code violations asserted in the First Amended Complaint, filed February 1, 2021 (which include California Labor Code Sections 201-203, 204, 226, 226.3, 226.7, 510, 512, 1194, 1194.2, 1197, 1198, and 2802) (hereinafter the "Released PAGA Claim") against Defendants or Defendants' past or present parents, subsidiaries, and affiliated corporations, and/or Defendants' officers, directors or managing agents or employees (hereinafter "Released Parties"). It is expressly understood and agreed that this limited release does not release Defendants from liability, if any, to the nonparty PAGA Settlement Group Members for any claims they may assert against Defendants other than the PAGA claim for civil penalties asserted in the First Amended Complaint, or effect a waiver of claims, if any, the nonparty PAGA Settlement Group Members may have against Defendants of any statute other than PAGA.

3. **PAGA SETTLEMENT PAYMENT PROCEDURES:**

- a. In exchange for Plaintiff's and PAGA Settlement Group Members' limited release of any and all claims for civil penalties asserted or that could have been asserted under California Labor Code section 2698, et. seq. against the Released Parties, Defendants agree to pay, in accordance with the terms specified below, \$350,000.00 ("PAGA Settlement Payment") into a gross settlement fund, as settlement consideration and dismissal with prejudice by Plaintiff of her PAGA cause of action (cause of action 8 of Plaintiff's First Amended Complaint) from which the following four components will be paid:
  - i. Plaintiff's attorneys' fees of \$116,666.67, the application for which Defendants shall not oppose;
  - ii. Plaintiff's litigation costs, not to exceed \$12,000.00, the application for which Defendants shall not oppose;
  - iii. Third-party settlement administration expenses in an amount not to exceed \$15,000.00 and
  - iv. The remaining \$ 206,333.33 will be attributable to the alleged PAGA penalties to be paid to the LWDA and PAGA Settlement Group Members ("PAGA Penalties Fund") as follows: Seventy-five percent of the PAGA Penalties Fund, or a total of 154,750.00 shall be paid to the LWDA, and the remaining twenty-five percent, or a total of \$51,583.33 shall be paid to the PAGA Settlement Group Members.
- b. Defendants agree to deposit the PAGA Settlement Payment within fifteen (15) business days of the Effective Date into an Administration Fund as approved by the Settlement Administrator
- c. Each of the estimated 510 members of the PAGA Settlement Group shall receive a pro rata share of the amount of the PAGA Penalties Fund allocated for the PAGA Settlement Group Members. Each PAGA Settlement Group Member's pro rata share shall be determined based on the number of workweeks during which he or she provided services to Defendants in the State of California from September 2, 2019 to the date the Settlement is approved by the Court relative to the total number of workweeks during the same period. The number of workweeks during which PAGA Settlement Group Members provided services to Defendants will be verified by Defendants.
- d. The Settlement Administrator shall distribute Notices of Settlement and Settlement Checks to PAGA Settlement Group Members in accordance with this Paragraph no later than thirty (30) days after the Effective Date.
- e. Settlement Checks issued to PAGA Representative Class Members pursuant to this Agreement will expire one hundred and eighty (180) days from the date they are issued by the Settlement Administrator. Any unclaimed funds after the 180-day period shall be remitted by the Settlement Administrator to the State Controller's Unclaimed Property Fund in the name of the PAGA Representative class member. The Parties acknowledge that any PAGA Settlement Group

Member who does not claim (i.e. cash) their portion of the PAGA Penalties Fund is nonetheless subject to the release and waiver included in this Agreement. Under no circumstances will any portion of the PAGA Settlement Payment revert to Defendants.

**4. NOTICE TO PAGA SETTLEMENT GROUP MEMBERS:**

- a. The Parties agree to designate Simpluris as the third-party Settlement Administrator.
- b. No later than five (5) days after the Effective Date, Defendants shall provide the Settlement Administrator with a list of all PAGA Representative Class Members (the "PAGA Settlement Group Members List"). The PAGA Settlement Group Members List shall state each individual's full name, address, telephone number, the last four digits of their Social Security number and dates of service.
- c. No later than thirty (30) days after the Effective Date, the Settlement Administrator will mail a Notice of Settlement to each individual PAGA Settlement Group Member identified on the PAGA Settlement Group Members List, along with his or her portion of the PAGA Penalties Fund. The proposed Notice of Settlement is attached hereto as **Exhibit A**.
- d. Should any of the notices be returned as undeliverable, the Settlement Administrator will search for a more current address for the PAGA Settlement Group Members and to re-mail notices to traced addresses.

**5. LWDA NOTICE:** Pursuant to Labor Code § 2699(1)(2), Plaintiff will give notice of this settlement to the LWDA on the same day the PAGA settlement is filed with the Court. Additionally, as required under Labor Code § 2699(1)(3), a copy of the Court's Order will be submitted to the LWDA within ten (10) days after entry of the Order approving the settlement.

**6. COURT APPROVAL:** Should the Court not approve this Agreement, the Parties shall request leave and work jointly to attempt to remedy the PAGA settlement in order to obtain the Court's approval.

**7. REPRESENTATIONS AND WARRANTIES:** In further consideration for payment of the PAGA settlement amounts, Plaintiff represents and warrants that she has the right and exclusive authority to execute this Agreement. Each Party to this Agreement also represents and warrants to, and agrees with, each other Party hereto as follows:

- a. Each Party has carefully read, and knows and understands the full contents of this Agreement and is voluntarily entering into this Agreement after having received independent legal advice from his or its attorneys with respect to the advisability of making the settlement provided for herein and the advisability of executing this Agreement.

- b. In executing this Agreement and in making the settlement provided for herein, no Party relies or has relied on any statement, representation, omission, inducement, or promise of any other Party (or any officer, agent, employee, representative, or attorney for any other Party), except as expressly stated in this Agreement.
- c. Each Party to this Agreement has investigated the facts relevant to this settlement and this Agreement, and all matters pertaining thereto, to the full extent that each Party deems necessary.
- d. Each separately-numbered term of this Agreement is contractual, not merely a recital.
- e. Each of the Parties has participated in the drafting of all provisions of this Agreement, has had an adequate opportunity to read, review, and consider the effect of the language of this Agreement, and has agreed to its terms.

8. **CHOICE OF LAW:** The rights and obligations of the Parties and the PAGA Settlement Group Members under this Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of California. California law shall govern the interpretation of this Agreement even if a choice of law analysis under state or federal law would dictate that another forum's law be applied.

9. **WAIVER OF COMPLIANCE:** A waiver or failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

10. **COOPERATION:** Each Party, on behalf of themselves, and their respective business entities, heirs, executors, and assigns, agrees that they will abide by this Agreement and will do all such acts, and prepare, execute, and deliver all such documents, as may be reasonably required to carry out the stated objectives of this Agreement.

11. **SEVERABILITY:** If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, that provision shall be deemed severed and deleted from this Agreement, and neither that provision nor its severance and deletion shall affect the validity of the remaining provisions. Notwithstanding the foregoing, no portion of any release contained herein may be deemed severed or deleted from this Agreement, except upon waiver in writing by the applicable Released Party.

12. **NON-ADMISSION OF WRONGDOING:** The Parties agree that this Agreement does not constitute an admission by Defendants or any of the Released Parties of any of the matters alleged in the Lawsuit or of any violation by any of them of any federal, state or local law, ordinance or regulation, or of any violation of any policy or procedure, or of any liability or wrongdoing whatsoever. Neither this Agreement nor anything in this Agreement shall be construed to be or shall be admissible in any proceeding as evidence of liability or wrongdoing by Defendants

or Defendants parents, subsidiaries, divisions, affiliated corporations, trustees, directors, officers, shareholders, agents, attorneys, insurers, or employees.

**13. CONTINUING JURISDICTION:** The Parties agree that upon the occurrence of the Court's entry of an Order approving the PAGA settlement, this Agreement shall be enforceable by the Court pursuant to Code of Civil Procedure § 664.6 and the Court shall retain exclusive and continuing equity jurisdiction of this Action over all Parties and the PAGA Settlement Group Members to the fullest extent to interpret, enforce and effectuate the terms, conditions, intents and obligations of the Agreement.

**14. ADDITIONAL TERMS:**

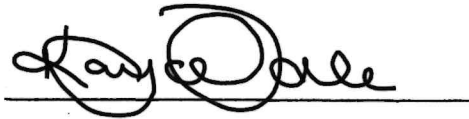
- a. This Agreement is binding upon, and shall inure to the benefit of, the Parties hereto and their respective agents, employees, representatives, officers, directors, parents, subsidiaries, assigns, heirs, executors, administrators, insurers, and successors in interest.
- b. Given that all Parties hereto had the opportunity to draft, review, and edit the language of this Agreement, no presumption for or against any Party arising out of drafting all or any part of this Agreement may be applied in any action relating to, connected to, or involving this Agreement. Accordingly, the Parties hereby waive the benefit of any legal principle or rule providing that, in cases of uncertainty, the language of a contract should be interpreted against the Party who caused the uncertainty to exist.
- c. This Agreement may be executed in counterparts. A signature by way of facsimile shall serve as an original for all purposes.
- d. Headings in this Agreement are included solely for convenience and shall not control the meaning or interpretation of any provision of this Agreement.

**15. ENTIRE AGREEMENT:** This Agreement sets forth the entire agreement between the Parties hereto and fully supersedes any and all prior and/or supplemental understandings, whether written or oral, between the Parties concerning the subject matter of this Agreement. Notwithstanding the preceding sentence, this Agreement incorporates the terms of the Memorandum of Understanding and is subject to the limitations and conditions as set forth in the Individual Settlement Agreement. Plaintiff acknowledges that she has not relied on any representations, promises or agreements of any kind made to her in connection with her decision to accept the terms of this Agreement, except for the representations, promises and agreements herein. Any modification to this Agreement must be in writing and signed by Plaintiff and an authorized officer of Defendants.

IN WITNESS WHEREOF, the Parties knowingly and voluntarily executed this Private Attorneys General Act Settlement Agreement and Release as of the date set forth below.

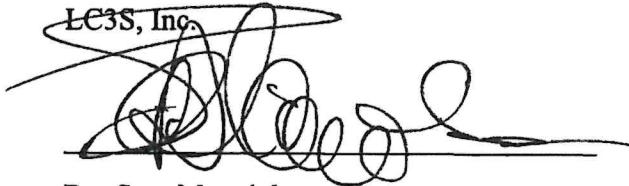
DATED: 9/27/2022

Kayce Odle



DATED: 9/15/2022

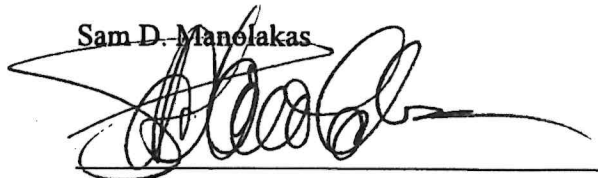
LC3S, Inc.



By: Sam Manolakas  
Its: President

DATED: 9/15/2022

Sam D. Manolakas



DATED: 9/15/22

Stacy K. Marr



APPROVED AS TO CONTENT AND FORM

DATED: 9/30/22

McKAGUE ROSASCO LLP

By:



ERICA L. ROSASCO  
MICHAEL G. BLANKINSHIP  
Attorneys for Kayce Odle

DATED: 9/15/22

PALMER KAZANJIAN WOHL HUDSON LLP

By: \_\_\_\_\_

  
LARRY KAZANJIAN  
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Attorneys for LC3S, Inc.; Sam D. Manolakas; and  
Stacy K. Marr