

Edwin Aiwarzian (SBN 232943)
Arby Aiwarzian (SBN 269827)
Joanna Ghosh (SBN 272479)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

TREVOR JOHNSON, individually and on
behalf of other members of the general public
similarly situated;

Plaintiff,

v.

RENAUD'S BAKERY AND BISTRO, INC.,
a California corporation; and DOES 1 through
100, inclusive,

Defendant

Case No.: 19STCV35046

Honorable Carolyn B. Kuhl
Department SSC12

CLASS ACTION

**DECLARATION OF EDWIN AIWAZIAN
IN SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

[Plaintiff's Motion for Preliminary Approval of
Class Action Settlement; Declaration of
Proposed Class Representative (Trevor
Johnson); and [Proposed] Order filed
concurrently herewith]

Date: November 18, 2021
Time: 10:30 a.m.
Department: SSC12

Complaint Filed: October 2, 2019
Trial Date: None Set

DECLARATION OF EDWIN AIWAZIAN

I, Edwin Aiwarzian, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers for Justice, PC, attorneys of record for Plaintiff Trevor Johnson. The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

EDUCATION

2. In May of 2004, I graduated from *Pepperdine University School of Law* with a Juris Doctor degree. I have extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, I have previously served as a *pro bono* mediator for the Los Angeles Superior Court. In October of 2000, I obtained a Litigation Paralegal Certificate from the *UCLA Extension Program*. During the summer of 2000, I studied Legal Writing at *Harvard University*. In April of 1999, I obtained a Bachelor of Arts degree in Communication with a concentration in Natural Sciences from *Pepperdine University*.

JUDICIAL EXTERNSHIPS

3. From approximately September 2002 to approximately December 2002, I served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the *United States Court of Appeals for the Ninth Circuit*. From approximately June 2002 to approximately August 2002, I served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the *California Court of Appeal for the Second Appellate District*.

LITIGATION AND CLASS ACTION EXPERIENCE

4. In December of 2004, I obtained a license to practice law from the California State Bar. From approximately December 2004 to approximately August 2008, I was employed by the law firm of *Girardi & Keese*.

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6 6. Since its inception, in or around October of 2008, Lawyers *for* Justice, PC has
7 almost exclusively focused on the prosecution of consumer and employment class actions,
8 involving wage-and-hour claims, race discrimination, unfair business practices or consumer fraud.
9 Currently, we are the attorneys of record in over a dozen employment-related putative class actions
10 in both state and federal courts in the State of California. Our firm has successfully litigated cases
11 involving the executive, administrative, and other overtime exemptions to the State of California
12 and federal overtime compensation requirements. During this relatively short time, in association
13 with other law firms, we have recovered millions of dollars on behalf of thousands of individuals
14 in California.

16 7. What follows are just a few examples of the type of results we have achieved on
17 behalf of our clients:

a) Our firm, in association with co-counsel, represented the plaintiffs in a wage-and-hour class and representative action against a major property management company involving allegations of misclassification of various “manager” positions. On September 20, 2010, the court granted final approval of the class and representative action settlement. The Los Angeles County Superior Court Case Number is BC400414.

b) Our firm, in association with co-counsel, represented the plaintiffs in a wage-and-hour class action against a national retailer involving allegations of misclassification of the “Assistant Store Manager” position. On October 28, 2010, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC413498.

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1 c) Our firm, in association with co-counsel, represented the plaintiffs in a
2 wage-and-hour class and representative action against a national property management company
3 involving allegations of misclassification of the “Property Manager” position. On May 23, 2012,
4 the court granted final approval of the class and representative action settlement. The Los Angeles
5 County Superior Court Case Number is BC430918.

6 d) Our firm, in association with co-counsel, represented the plaintiffs in a
7 wage-and-hour class action against a national retailer involving allegations of misclassification of
8 the “Store Manager” position. On June 10, 2011, the court granted plaintiffs’ motion for class
9 certification. On August 26, 2013, the court granted final approval of the class action settlement.
10 The Los Angeles County Superior Court Case Number is BC424012.

11 e) Our firm, in association with co-counsel, represented the plaintiffs in a
12 wage-and-hour class and representative action against a bank, involving allegations of
13 misclassification of the “Assistant Branch Manager” position. On August 27, 2013, the court
14 granted final approval of the class and representative action settlement. The Kern County Superior
15 Court Case Number is S-1500-CV-273194-LHB.

16 f) Our firm, in association with co-counsel, represented the plaintiffs in a
17 wage-and-hour class and representative action against a national wholesale distributor of plumbing
18 and builder supplies, involving allegations of misclassification of multiple salaried “manager”
19 positions. On May 22, 2014, the court granted final approval of the class and representative action
20 settlement. The Sacramento County Superior Court Case Number is 34-2012-00136285.

21 g) Our firm, in association with co-counsel, represented the plaintiffs in a
22 wage-and-hour class action involving allegations of misclassification of the “Operations Manager”
23 position. On September 16, 2014, the court granted plaintiffs’ motion for class certification. The
24 Los Angeles County Superior Court Case Number is BC478769.

25 h) Our firm, in association with co-counsel, represented the plaintiffs in a
26 wage-and-hour class and representative action against a national retailer of household items, on
27 behalf of hourly-paid or non-exempt employees. On May 27, 2015, the court granted final
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1 approval of the class and representative action settlement. The San Francisco County Superior
2 Court Case Number is CGC-13-532344.

3 i) Our firm, in association with co-counsel, represented the plaintiffs in a
4 wage-and-hour class action involving allegations of misclassification of the salaried residential
5 “Property Manager” position. On September 17, 2015, the court granted plaintiffs’ motion for
6 class certification. The Los Angeles County Superior Court Case Number is BC474784.

7 j) Our firm, in association with co-counsel, represented the plaintiffs in a
8 wage-and-hour class and representative action against a national retailer of upscale hardware and
9 home furnishings, on behalf of non-exempt employees. On April 28, 2016, the court granted final
10 approval of the class and representative action settlement. The Los Angeles County Superior
11 Court Case Number is JCCP4794.

12 k) Our firm, in association with co-counsel, represented the plaintiffs in a
13 wage-and-hour class and representative action against a national retailer of apparel and fashion
14 accessories, on behalf of non-exempt employees. On August 5, 2016, the court granted final
15 approval of the class and representative action settlement. The Los Angeles County Superior
16 Court Case Number is BC488069.

17 l) Our firm, in association with co-counsel, represented the plaintiffs in a
18 wage-and-hour class action against a national retailer of apparel, accessories, and home products,
19 involving allegations of misclassification of the “Department Manager” position. On August 12,
20 2016, the court granted plaintiffs’ motion for class certification in part and certified a class. The
21 Alameda County Superior Court Case Number is RG13680477.

22 m) Our firm represented the plaintiff in a representative action under the Private
23 Attorneys General Act, against a real estate and property management company, on behalf of non-
24 exempt employees. On November 4, 2016, the Court granted approval of the settlement. The
25 Orange County Superior Court Case Number is 30-2015-00775439-CU-OE-CXC.

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1 n) Our firm, in association with co-counsel, represented the plaintiffs in a
2 wage-and-hour class action against a full-service bank, on behalf of non-exempt employees. On
3 November 18, 2016, the court granted final approval of the class action settlement. The San
4 Francisco County Superior Court Case Number is CJC-13-004839.

5 o) Our firm represented the plaintiffs in a wage-and-hour class and
6 representative action against a foodservice distributor, on behalf of non-exempt employees. On
7 January 26, 2017, the court granted final approval of the class and representative action settlement.
8 The San Bernardino County Superior Court Case Number is CIVDS1507260.

9 p) Our firm, on behalf of the plaintiff and respondent in a PAGA representative
10 action, successfully opposed in the trial court, and briefed and argued an appeal with respect to the
11 employer's motion to compel arbitration, which resulted in a published opinion by the California
12 Court of Appeal in favor of employees. *Roberto Betancourt v. Prudential Overall Supply*, 9
13 Cal.App.5th 439 (Cal. App. 4th Dist., Mar. 7, 2017), review denied, cert. denied (U.S. Supreme
14 Court Docket No. 17-254).

15 q) Our firm, in association with co-counsel, represented the plaintiffs in a
16 wage-and-hour class and representative action against a consumer packaging company, on behalf
17 of non-exempt employees. On March 10, 2017, the court granted final approval of the class and
18 representative action settlement. The Los Angeles County Superior Court Case Number is
19 BC590429.

20 r) Our firm, in association with co-counsel, represented the plaintiffs in a
21 wage-and-hour class action and representative action against a manufacturer of food service
22 industry supplies on behalf of non-exempt employees. On April 14, 2017, the court granted final
23 approval of the class and representative action settlement. The Orange County Superior Court Case
24 Number is 30-2015-00810013-CU-OE-CXC.

25 s) Our firm represented the plaintiff in a wage-and-hour class and
26 representative action against a property management company, on behalf of non-exempt
27 employees. On June 14, 2017, the court granted final approval of the class and representative
28 action settlement. The Los Angeles County Superior Court Case Number is BC586234.

1 t) Our firm represented the plaintiffs in a wage-and-hour class action and
2 representative action against a food company on behalf of non-exempt employees. On June 30,
3 2017, the court granted final approval of the class and representative action settlement. The
4 Sacramento County Superior Court Case Number is 34-2015-00175871.

5 u) Our firm represented the plaintiffs in a wage-and-hour class action and
6 representative action against a chocolate company on behalf of non-exempt employees. On July
7 19, 2017, the court granted final approval of the class and representative action settlement. The
8 Alameda County Superior Court Case Number is RG15764300.

9 v) Our firm represented the plaintiffs in a wage-and-hour class action and
10 representative action against a manufacturer of plastic containers on behalf of non-exempt
11 employees. On October 31, 2017, the court granted final approval of the class and representative
12 action settlement. The Los Angeles County Superior Court Case Number is BC577233.

13 w) Our firm, in association with co-counsel, represented the plaintiffs in a
14 wage-and-hour class action and representative action against a property management company on
15 behalf of hourly-paid and non-exempt employees. On January 4, 2018, the court entered an order
16 granting final approval of the class and representative action settlement. The Los Angeles County
17 Superior Court Case Number is JCCP 4819.

18 x) Our firm, in association with co-counsel, represented the plaintiffs in a
19 wage-and-hour class action and representative action against a global provider of flexible office
20 space solutions. On February 15, 2018, the court entered an order granting final approval of the
21 class and representative action settlement. The Los Angeles County Superior Court Case Number
22 is BC498401.

23 y) Our firm, in association with co-counsel, represented the plaintiff in a wage-
24 and-hour class action against a container manufacturer, on behalf of non-exempt employees. On
25 October 15, 2018, the court granted the plaintiff's motion for class certification. The Tulare
26 County Superior Court Case Number is VCU264528.

27 z) Our firm represented the plaintiffs in a wage-and-hour class and
28 representative action against a behavioral health service provider on behalf of non-exempt

1 employees. On November 13, 2018, the court granted final approval of the class and
2 representative action settlement. The Alameda County Superior Court Case Number is
3 RG16811450.

4 aa) Our firm, in association with co-counsel, represented the plaintiff in a
5 representative action under the Private Attorneys General Act, against a global provider of
6 products and services to the energy industry, on behalf of hourly-paid and non-exempt employees.
7 On November 19, 2018, the Court granted approval of the settlement. The Kern County Superior
8 Court Case Number is S-1500-CV-280215-SDC.

9 bb) Our firm represented the plaintiff in a wage-and-hour class action against a
10 parking company on behalf of non-exempt employees. On September 3, 2019, the court granted
11 the plaintiff's motion for class certification and certified a class. The Santa Clara County Superior
12 Court Case Number is 16CV292208 and the Judicial Council Coordination Proceeding Number is
13 JCCP 4886.

14 cc) Our firm, in association with other counsel, on behalf of the plaintiff and
15 respondent in a PAGA representative action, successfully opposed in the trial court, and briefed
16 and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a
17 notable decision from the California Supreme Court clarifying the law and finding, in part, that
18 employer arbitration agreements are unenforceable where they block a PAGA claim from
19 proceeding, *ZB, N.A. v. Superior Court*, 8 Cal.5th175 (2019).

20 dd) Our firm represented the plaintiffs in a wage-and-hour class and
21 representative action against a bank on behalf of non-exempt employees. On September 27, 2019,
22 the court granted the plaintiffs' motion for class certification in part and certified a class. The
23 Alameda County Superior Court Case Number is RG15757606 and the Judicial Council
24 Coordination Proceeding Number is JCCP 4921.

25 ee) Our firm represented the plaintiffs in a wage-and-hour class and
26 representative action against a national retailer of apparel and fashion accessories, on behalf of
27 non-exempt employees. On October 9, 2019, the court granted the plaintiffs' motion for class
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1 certification in part and certified a class. The Sacramento County Superior Court Case Number is
2 34-2015-00175330-CU-OE-GDS.

3 ff) Our firm represented the plaintiff in a wage-and-hour class and
4 representative action against a medical equipment supplier on behalf of non-exempt employees.
5 On February 13, 2020, the court granted the plaintiff's motion for class certification and certified a
6 class. The San Bernardino County Superior Court Case Number is CIVDS1505744.

7 gg) Our firm, in association with other counsel, represented the plaintiff in a
8 wage-and-hour class and PAGA representative action against a large national drug testing
9 laboratory on behalf of non-exempt employees. On February 21, 2020, the court granted the
10 plaintiff's motion for class certification and certified a class. The San Diego County Superior
11 Court Case Number is 37-2018-00019611-CU-OE-CTL.

12 hh) Our firm represented the plaintiffs in a wage-and-hour class and
13 representative action against a national retailer of sportswear, footwear, and camping equipment on
14 behalf of non-exempt employees. On March 16, 2020, the court granted in part the plaintiff's
15 motion for class certification and certified a class. The Riverside County Superior Court Case
16 Number is RICJCCP4930.

17 **PRELIMINARY APPROVAL**

18 8. Marked and attached hereto as "**EXHIBIT 1**" is the Stipulation of Settlement and
19 Release ("Settlement," "Agreement," or "Settlement Agreement") entered into by and between
20 Plaintiff Trevor Johnson ("Plaintiff"), individually and on behalf of all others similarly situated
21 and other aggrieved employees, on the one hand, and Defendant Renaud's Bakery and Bistro, Inc.
22 ("Defendant"), on the other hand (collectively, the "Parties"). The Parties and their counsel have
23 approved the proposed Notice of Settlement For Members of the Settlement Class ("Notice"),
24 which is attached to the Settlement Agreement as "Exhibit A", and respectfully request that the
25 Court approve it as well. The Parties have also drafted and agreed to the form and content of the
26 [Proposed] First Amended Class Action Complaint for Damages & Enforcement Under the Private
27 Attorneys General Act, California Labor Code § 2698, Et Seq. ("Operative Complaint" or "First
28 Amended Complaint"), which is attached as "Exhibit A" to the [Proposed] Order Granting

1 Preliminary Approval of Class Action Settlement, filed concurrently herewith. As part of the
2 Settlement, the Parties agreed to amend the complaint to, inter alia, add a cause of action under
3 PAGA. Class Counsel respectfully request the Court grant leave to file the First Amended
4 Complaint so that the terms of the Settlement Agreement and the intent of the Parties may be
5 effectuated.

6 9. Based on information provided by Defendant, as of March 2020, the Class is
7 estimated to consist of approximately four hundred eighty-one (481) individuals.

8 10. The effectiveness of Lawyers *for* Justice, PC (“Class Counsel”) in prosecuting this
9 matter has translated into tangible monetary benefits for the Class Members in the following
10 respects: (1) Class Members recover over a reasonably short period of time as opposed to waiting
11 additional years for the same, or possibly worse, result; (2) a guaranteed result that compares
12 favorably with other similar class action settlements of this type given the strengths and
13 weaknesses of the case; and (3) significant savings in Class Counsel’s fees and/or costs that would
14 have only increased significantly had the case progressed through certification, trial, and/or
15 appeals.

16 11. Class Counsel has litigated the case for over a year, and was actively preparing the
17 matter for class certification and trial. The Parties have engaged in extensive settlement
18 negotiations and participated in a formal, full-day mediation conducted by Jeff Krivis, Esq., a well-
19 respected mediator experienced in mediating complex labor and employment matters. Prior to and
20 during the mediation and settlement discussions, the Parties engaged in an extensive discussion
21 regarding their evaluations of the case and various aspects of the case, including but not limited to,
22 the risks and delays of further litigation, the risks to the Parties of proceeding with class
23 certification and/or representative adjudication, the law relating to off-the-clock theory, meal and
24 rest periods, PAGA representative actions, and wage-and-hour enforcement, as well as the
25 evidence produced and analyzed, and the possibility of appeals, among other things. During all
26 settlement discussions, the Parties conducted their negotiations at arm’s length in an adversarial
27 position. Arriving at a settlement that was acceptable to all Parties was not easy. Defendant and
28 its counsel felt strongly about their ability to prevail on the merits and at certification, and Plaintiff

1 and Class Counsel believed that they would be able to obtain class certification and prevail at trial.
2 After conducting investigations, informal discovery, and exchange of information, extensive
3 settlement negotiations, and with the aid of the mediator's evaluation, the Parties have agreed that
4 the matter is well-suited for settlement given the legal issues relating to Plaintiff's principal claims,
5 as well as the costs and risks to both sides that would attend further litigation. The Settlement is a
6 fair, reasonable, and adequate resolution of the Released Claims of Plaintiff and Settlement Class
7 Members, against the Releasees.

8 12. The Parties used the pre-mediation time to investigate the veracity, strength, and
9 scope of the claims, and Class Counsel was preparing the action for class certification and trial.
10 Prior to engaging in mediation, Plaintiff conducted significant investigation and informal
11 discovery regarding the facts of the case, including and not limited to, the exchange, review, and
12 analysis of thousands of pages of documents and data obtained from Defendant and other sources.
13 The volume of data and documents that Class Counsel reviewed and analyzed included and was
14 not limited to: Plaintiff employment records, Class Members' time and pay data, multiple
15 iterations of Defendant's Employee Handbook, Handbook Addendums, company policy
16 acknowledgements, internal memoranda, new hire orientation checklists, Defendant's operations
17 and employment practices, forms (including but not limited to Defendant's Employment
18 Application, Waiver of Meal Period Form), procedures and policies (including but not limited to
19 Company Dress Code, Company Cell Phone Policy), among other information and documents.
20 Class Counsel interviewed Plaintiff to gather facts and to identify potential witnesses. Counsel for
21 the Parties also met and conferred on numerous occasions, e.g., to discuss issues relating to the
22 pleadings, and the production of documents and data prior to the mediation. Class Counsel also
23 drafted the mediation brief and prepared for and attended court proceedings, mediation, and
24 settlement negotiations, among other tasks.

25 13. Counsel for the Parties have also invested time researching and investigating the
26 applicable law, which is constantly evolving as it relates to certification, representative PAGA
27 claims, off-the-clock theory, meal and rest periods, wage-and-hour enforcement, Plaintiff's claims
28 and damages, and Defendant's defenses thereto, as well as facts discovered. Based on our analysis,

1 I submit that the result achieved in this litigation is fair, adequate, and reasonable.

2 14. The Settlement provides for a Gross Fund Value of two hundred sixty five thousand
3 dollars and no cents (\$265,000.00). The Net Fund Value is the Gross Fund Value less the
4 following amounts subject to approval by the Court: Attorneys' Fees and Litigation Costs to Class
5 Counsel, Enhancement Award to Plaintiff, Administration Costs to Settlement Administrator, and
6 LWDA Penalty to the Labor and Workforce Development Agency ("LWDA"). Assuming that the
7 amounts allocated under the Settlement toward these payments are awarded by the Court, the Net
8 Fund Value is currently estimated to be one hundred thirteen thousand seven hundred and fifty
9 dollars (\$113,750). The Gross Fund Value will be fully distributed in accordance with the terms of
10 the Settlement and there is no reversion to Defendant.

11 15. The Parties have agreed to retain Phoenix Class Action Administration Solutions
12 ("Phoenix" or "Settlement Administrator") to handle the notice and settlement administration. The
13 Parties respectfully request that the Court appoint Phoenix to handle these procedures and serve as
14 the Settlement Administrator. Defendant will provide Phoenix with a list of Class Members that
15 Defendant will compile from its records, which will include each Class Member's name, last
16 known home address and telephone number, Social Security Number, dates of employment during
17 the Class Period in covered positions, the number of Workweeks allocated to him or her, and any
18 other pertinent information, such as leaves of absence, which may impact the Class Member's
19 Workweek count (collectively referred to as "Class Data List"), and Phoenix will calculate each
20 Settlement Class Member's estimated share of the Net Fund Value ("Settlement Share"). Phoenix
21 will also receive requests for exclusion from the Settlement, objections to the Settlement, and
22 disputes regarding Workweeks; provide necessary reports and declarations; calculate, subtract, and
23 transmit necessary taxes and withholdings; prepare and submit informational and other tax filings
24 and documents; issue and transmit all payments provided for by the Settlement, including and not
25 limited to, mailing Settlement Share checks to the Settlement Class Members; and perform any
26 other usual and customary duties for administering a class action settlement. Administration Costs
27 are currently estimated not to exceed twelve thousand dollars (\$12,000) and will be paid out of the
28 Gross Fund Value, subject to approval of the Court.

1 16. Based on investigation and information discovered, Class Counsel believes that
2 there is sufficient evidence to support the allegations made in the lawsuit, including the allegations
3 that Defendant, with respect to Plaintiff and the Class Members, *inter alia*, failed to properly pay
4 overtime and minimum wages and associated premium pay, failed to provide compliant meal and
5 rest periods and to pay associated premium pay, failed to timely pay wages during employment
6 and upon termination of employment, failed to provide compliant wage statements, failed to
7 maintain requisite payroll records, and failed to reimburse necessary business expenses, and
8 thereby engaged in unfair business practices and conduct giving rise to penalties recoverable under
9 the Private Attorneys General Act of 2004 (California Labor Code sections 2698, et seq.). Plaintiff
10 also asserted that Class Members were expected to perform similar job duties and were subject to
11 the same or similar operations and employment policies, practices, and procedures. Additionally,
12 Plaintiff asserted that Defendant's recordkeeping practices with respect to Plaintiff and the Class
13 Members were substantially the same during the time period at issue. As a result, Plaintiff claims
14 that the Class Members, were uniformly not paid all of the compensation that was owed to them by
15 Defendant since October 2, 2015. Thus, in Class Counsel's view, it is clear that the outcome of
16 this litigation would be determined by Defendant's uniform operations and employment practices,
17 policies, and procedures that Plaintiff alleges applied across its hourly-paid or non-exempt
18 employees in California during the Class Period.

19 17. Class Counsel is aware of the defenses and position of Defendant, but believes that
20 Plaintiff could potentially obtain class certification despite many obstacles. Plaintiff has also taken
21 into account the uncertainty and risk of the outcome of further litigation, and the difficulties and
22 delays inherent in such litigation, including those involved in class certification and/or
23 representative adjudication. Plaintiff further recognizes the burdens of proof necessary to establish
24 liability for the claims asserted in the lawsuit, Defendant's defenses, and the difficulties in
25 establishing entitlement to monetary recovery. Plaintiff has also considered the Parties' settlement
26 discussions, as well as the evaluations of the mediator, who is experienced and well-regarded in
27 complex labor and employment matters.

28 18. Defendant, on the other hand, denied and continues to deny any liability and

wrongdoing of any kind associated with the claims alleged in the lawsuit, and further denies that the lawsuit is appropriate for class treatment or representative adjudication for any purpose other than this Settlement. Defendant believes that it would ultimately succeed in the matter. Both sides have also had the opportunity to interview witnesses and review documents and information relating to Plaintiff's and Class Members' employment with Defendant, and Defendant's operations and employment policies, practices, and procedures. The Parties also reviewed and analyzed thousands of pages of documents and data, including but not limited to Class Members' time and pay information, to determine the potential value and strength of the claims. The available information enabled Class Counsel to estimate the potential claims of the Class and prepare damages/valuation models. Accordingly, the Parties have conducted adequate investigation and discovery to be sufficiently informed of the nature and extent of the Class Members' claims, and to enable both sides to fully evaluate the Settlement for its fairness, adequacy, and reasonableness. The Parties have agreed that the matter is well-suited for settlement given the legal issues relating to Plaintiff's principal claims, as well as the costs and risks to both sides that would attend further litigation. The Settlement takes into account the strengths and weaknesses of each side's position and the uncertainty of how the case might have concluded at certification, trial, and/or appeals.

19. The Settlement Agreement provides for Class Counsel to apply for attorneys' fees in an amount of up to thirty-five percent (35%) of the Gross Fund Value (i.e., \$92,750.00) and expenses and costs in an amount not to exceed twenty five thousand dollars and no cents (\$25,000.00), which will be paid out of the Gross Fund Value, subject to approval by the Court. It should be noted that Class Counsel has borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained.

20. The Settlement Agreement provides for payment of up to six thousand five hundred dollars and no cents (\$6,500.00) to Plaintiff as an Enhancement Award, to be paid out of the Gross Fund Value subject to approval by the Court. Plaintiff spent considerable time and effort to produce relevant documents and past employment records and to provide the facts and evidence necessary to attempt to prove the allegations. Plaintiff was available whenever Class Counsel needed him and actively tried to obtain information that would benefit the Class. Accordingly, it is

1 appropriate and just for Plaintiff to receive an Enhancement Award, in addition to his Settlement
2 Share, for his services on behalf of the Class.

3 **ESTIMATE VALUE OF THE CLAIMS**

4 21. Plaintiff's action alleges that Defendant has violated the California Labor Code by
5 engaging in a uniform policy and systematic scheme of wage abuse against Plaintiff and the
6 putative class members, including inter alia, failing to properly compensate overtime and
7 minimum wages, failing to provide compliant meal and rest periods and associated premium pay,
8 failing to timely pay wages and associated waiting-time penalties, failing to provide compliant
9 wage statements, and failing to maintain requisite payroll records. Plaintiff further contend that
10 Defendant thereby engaged in unfair business practices (under the California Business and
11 Professions Code) and owe penalties under the PAGA.

12 22. Based on data provided by Defendant prior to the mediation, the total number of
13 putative class members during the period from October 2, 2015 to March 20, 2020 ("relevant time
14 period") was estimated to be approximately four hundred eighty-one (481) individuals who
15 worked approximately 14,390 workweeks, with an average hourly rate of pay of \$10.50.

16 23. Plaintiff contended that Defendant's uniform policies, practices, and procedures
17 required putative class members to perform work during meal and rest periods and before
18 clocking-in and after clocking-out of their scheduled shifts. Plaintiff further contended that due to
19 Defendant implemented a policy and practice which encouraged employees to record their
20 scheduled hours instead of time they actually worked, putative class members were required to
21 perform work off-the-clock (e.g., assisting customers, preparing bakery items and drinks, and
22 restocking inventory). Plaintiff further alleged that, despite assigning these heavy and unreasonable
23 workloads, Defendant discouraged the recordation of overtime hours and required that all overtime
24 be pre-approved by supervisors. Plaintiff also contended that meal and rest periods were regularly
25 interrupted, short, missed, and/or late, that employees were encouraged to work through meal and
26 rest periods in order to meet Defendant's deadlines, that employees were required to remain on the
27 premises during rest breaks, and that Defendant failed to properly pay premiums for all non-
28 compliant meal and rest periods. Additionally, Plaintiff alleged that Defendant intentionally and

1 willfully failed to pay Plaintiff and putative class members all wages due to them while they were
2 employed by Defendant, within the time period permissible under California law, and upon
3 termination, within the time period permissible under California law, thereby triggering waiting-
4 time penalties under California Labor Code section 203. Finally, Plaintiff contended that, based on
5 the violations described herein, the wage statements provided by Defendant and the payroll records
6 kept by Defendant were inaccurate.

7 24. Defendant contended, *inter alia*, that its practices, policies, and procedures
8 complied with the law, and that it paid putative class members over the California minimum wage
9 for all hours worked and correctly paid overtime for all overtime hours worked. Defendant also
10 produced pay records reflecting overtime compensation paid to putative class members (including,
11 and not limited to, Plaintiff). Defendant further contended that all employees were required to
12 record all time worked, were given the opportunity to report any errors in their timesheet, and were
13 instructed to inform Defendant of any non-compliant meal or rest periods and that Defendant was
14 not aware that any work had been performed off-the-clock or during meal and rest periods.
15 Defendant was adamant that no waiting-time penalties should be awarded because the waiting-
16 time penalties are derivative of the other underlying causes of action and contended that it paid the
17 terminated employees all wages due and owing. Moreover, Defendant emphasized that, under
18 California Labor Code section 203, employers are only obligated to pay waiting-time penalties if
19 they “willfully” fail to pay wages due and owing at the time of termination or resignation.
20 Defendant also contended that Plaintiff and putative class members suffered no actual injury from
21 the alleged wage statement violations and that this cause of action is entirely derivative of the other
22 causes of action or from the alleged recordkeeping violations. Defendant vigorously challenged
23 the likelihood of Plaintiff’s success in establishing that any of provisions of the California Labor
24 Code, on which the UCL claim is predicated, were violated and that such violations were injurious.
25 Defendant also emphasized that Courts have wide discretion when assessing penalties under
26 PAGA. Finally, throughout this litigation, Defendant argued that individual liability issues
27 predominate, because putative class members worked different shifts, had different supervisors,
28 and performed different job duties, and Defendant further contended that these circumstances

1 would raise highly individualized questions of fact and would pose challenges to certification and
2 the merits of Plaintiff's claims.

3 25. Class Counsel considered information obtained through investigations and from
4 Plaintiff, as well as class data and information provided by Defendant, and created
5 damages/valuation models prior to reaching the Settlement. Based thereon, Plaintiff calculated the
6 potential value of each of the above-discussed claims. However, the potential value of each claim
7 assumed an exposure based on the case having been certified and Plaintiff having proven all
8 elements of the claims and damages, despite risks associated with obtaining and maintaining
9 certification, risks to establishing liability and any underlying California Labor Code violations
10 and damages, and significant additional costs that would have to be incurred in order to certify the
11 case and establish liability and damages. Plaintiff also faced the risk of the Court finding that
12 individualized issues predominate, such that the action is not suitable for class treatment and
13 representative adjudication. While Class Counsel disagreed with Defendant's arguments and
14 factual contentions, Class Counsel recognized the circumstances and realities of the case,
15 applicable case law and regulations, the wage statements produced by Defendant, the costs and
16 expenses of further litigation and certification, and risks to recovery, and applied appropriate
17 discounts for them. Class Counsel calculated the potential and realistic values of each claim as
18 follows:

- 19 a. Failure to Pay Overtime Wages: It was estimated that if it could be proven that
20 Defendant failed to provide an hour of overtime wages every workweek during
21 the relevant time period, the potential value of this claim would be \$453,285.00
22 (14,390 workweeks x 2 hour of overtime wages x overtime hourly rate of
23 \$15.75, which is based on the average hourly rate of \$10.50). At this juncture, a
24 discount of 30% was applied to account for the risks associated with obtaining
25 certification (bringing the value of this claim closer to \$317,299.50), a discount
26 of 50% was applied to account for the risks associated with succeeding on the
27 merits and establishing liability (bringing the value of this claim closer to
28 \$158,649.75), and a discount of 60% was applied to account for the risks

1 associated with proving the extent of damages and obtaining an award thereof
2 (bringing the value of this claim closer to \$63,459.90).

3 b. Failure to Pay Minimum Wages: It was estimated that if it could be proven that
4 Defendant failed to pay one (1) hour of minimum wages every workweek, the
5 potential value of this claim would be \$151,095.00 (14,390 workweeks x 1 hour
6 of unpaid minimum wages x average hourly rate of \$10.50). At this juncture, a
7 discount of 40% was applied to account for the risks associated with obtaining
8 certification (bringing the value of this claim closer to \$90,657.00), a discount
9 of 60% was applied to account for the risks associated with succeeding on the
10 merits and establishing liability (bringing the value of this claim closer to \$
11 \$36,262.80), and a discount of 75% was applied to account for the risks
12 associated with proving the extent of damages and obtaining an award thereof
13 (bringing the value of this claim closer to \$9,065.70).

14 c. Failure to Provide Compliant Meal Periods and Associated Premiums: It was
15 estimated that if it could be proven that two (2) meal period premium is due
16 every workweek during the relevant time period, the potential value of this
17 claim would to be \$302,190.00 (14,390 workweeks x 2 meal period premium x
18 average hourly rate of \$10.50). At this juncture, a discount of 30% was applied
19 to account for the risks associated with obtaining certification (bringing the
20 value of this claim closer to \$211,533.00), a discount of 60% was applied to
21 account for the risks associated with succeeding on the merits and establishing
22 liability (bringing the value of this claim closer to \$84,613.20), and a discount
23 of 60% was applied to account for the risks associated with proving the extent
24 of damages and obtaining an award thereof (bringing the value of this claim
25 closer to \$33,845.28).

26 d. Failure to Provide Compliant Rest Periods and Associated Premiums: It was
27 estimated that if it could be proven that one (1) rest period premium is due for
28 every workweek during the relevant time period, the potential value of this

claim would be \$151,095.00 (14,390 workweeks x 1 rest period premium x average hourly rate of \$10.50). At this juncture, a discount of 40% was applied to account for the risks associated with obtaining certification (bringing the value of this claim closer to \$90,657.00), a discount of 60% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$36,262.80), and a discount of 60% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$14,505.12).

- e. Failure to Timely Pay Wages after Termination: Based on information and data provided by Defendant, it was estimated that approximately three hundred twenty-four (324) putative class members had been terminated during the three-year statute of limitations (i.e., from October 2, 2015). Assuming that these individuals were not timely paid all wages due to them upon termination, the potential value of waiting-time penalties claim was estimated to be \$816,480.00 collectively (324 individuals x [30 days x hourly rate of \$10.50 x 8 hours]), or approximately \$2,520 per individual. At this juncture, a discount of 60% was applied to account for the risks associated with obtaining certification (bringing the value of this claim closer to \$326,592.00), a discount of 50% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$163,296.00), and a discount of 75% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$40,824.00).
- f. Failure to Provide Compliant Wage Statements: Based on data provided by Defendant, it was estimated that approximately one hundred sixty (160) putative class members worked during the one-year statutory limitations period (i.e., from June 1, 2017). Applying the statutory penalty of fifty dollars (\$50) for each

1 potential violation and one hundred dollars (\$100) for each subsequent
2 violation, the value of this claim was calculated to be \$510,450.00 ([266 initial
3 violations x \$50] + [4974 subsequent violations x \$100]). At this juncture, a
4 discount of 50% was applied to account for the risks associated with obtaining
5 certification (bringing the value of this claim closer to \$255,225.00), a discount
6 of 60% was applied to account for the risks associated with succeeding on the
7 merits and establishing liability (bringing the value of this claim closer to
8 \$102,090.00), and a discount of 75% was applied to account for the risks
9 associated with proving the extent of damages and obtaining an award thereof
10 (bringing the value of this claim closer to \$25,522.50).

11 g. Failure to Reimburse Business Expenses: It was estimated that if it could be
12 proven that five dollars (\$5.00) in unreimbursed business expenses for every
13 workweek during the relevant time period, the potential value of this claim
14 would be \$71,950.00 (14,390 workweeks x \$5.00). At this juncture, a discount
15 of 25% was applied to account for the risks associated with obtaining
16 certification (bringing the value of this claim closer to \$53,962.50), a discount
17 of 50% was applied to account for the risks associated with succeeding on the
18 merits and establishing liability (bringing the value of this claim closer to
19 \$26,981.25), and a discount of 75% was applied to account for the risks
20 associated with proving the extent of damages and obtaining an award thereof
21 (bringing the value of this claim closer to \$6,745.31).

22 h. Assuming that it could be shown that civil penalties in the amount of \$1,200 are
23 owed to each of the two hundred sixty-one (261) aggrieved employees who
24 were estimated to have worked during the one-year statutory period, the PAGA
25 penalties at issue, which the Court could determine whether or not to assess and
26 whether or not to reduce, were estimated to be approximately \$313,200.00 (261
27 individuals x \$1,200 civil penalties). At this juncture, a discount of 30% was
28 applied to account for the risks associated with proving manageability (bringing

the value of this claim closer to \$219,240.00), a discount of 60% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$87,696.00), and a discount of 75% was applied to account for the risks associated with obtaining an award of civil penalties and the Court's discretion to reduce civil penalties (bringing the value of this claim closer to \$21,924.00).

26. The foregoing discussion confirms that the amount of the Settlement is adequate in light of the merits of this case, Plaintiff's allegations and causes of action, the evidence at issue with respect to those allegations and causes of action, and legal and factual arguments and circumstances which pose challenges to certification and monetary recovery. The conclusion to be drawn from the foregoing analysis is that neither class certification, liability, nor the ability to adjudicate and/or recover monetary relief on a class-wide is clear-cut, which is why the Parties elected to settle this matter. Class Counsel recognized the circumstances and realities of the case, applicable case law and regulations, and risks to recovery and applied appropriate discounts. Class Counsel also recognized that additional discounts could be made to the risk-adjusted value to account for the costs and expenses associated with further litigation and the present value of obtaining a settlement now as opposed to monetary recovery, if any, that may be obtained in the future after further litigation.

27. Class Counsel submits that the Settlement is fair, reasonable, and adequate, and is in the best interest of the Class. Class Counsel further submits that the Settlement is within an acceptable range of recovery for this type of litigation given the strengths and weaknesses of the case, the inherent costs and risks of further litigation, and the costs and risks associated with class certification, representative adjudication, trial, and/or appeals.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on this 15th day of November 2021, at Glendale, California.



Edwin Aiwanian

EXHIBIT 1

Jonathan D. Miller (SBN 220848)
jonathan@nshmlaw.com
Alison M. Bernal (SBN 264629)
alison@nshmlaw.com
NYE, STIRLING, HALE & MILLER, LLP
33 West Mission Street, Suite 201
Santa Barbara, California 93101
Telephone: (805) 963-2345
Facsimile: (805) 284-9590

Attorneys for Defendant, RENAUD'S BAKERY AND
BISTRO, INC.

Edwin Aiwarzian (SBN 232943)
Arby Aiwarzian (SBN 269827)
Danielle L. Chang (SBN 313881)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff TREVOR JOHNSON

SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

TREVOR JOHNSON, individually and on behalf
of other members of the general public similarly
situated;

Plaintiff,

v.

RENAUD'S BAKERY AND BISTRO, INC., a
California corporation; and DOES 1 through 100,
inclusive,

Defendant.

CASE NO.: 19STCV35046

[Assigned for all purposes to the Hon.
Carolyn B. Kuhl, Dept. SSC12]

**STIPULATION OF SETTLEMENT
AND RELEASE**

TRIAL DATE: None set

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1 (individually referred to as “Class Member”). “Settlement Class” consists of Plaintiff and
2 all Class Members who do not opt out of this Settlement (individually referred to as
3 “Settlement Class Members”).

4 5. On March 20, 2020, the Parties participated in a full-day mediation before
5 mediator Jeff Krivis, Esq. that led to the Parties’ acceptance of a settlement tentatively
6 settling the claims alleged in the Complaint, subject to court approval. The Parties are now
7 entering into this formalized Settlement Agreement to submit to the Court for approval.

8 6. Solely for the purposes of settling the claims alleged in the Complaint, the
9 Parties conditionally stipulate and agree that the requisites for establishing class certification
10 with respect to the Settlement Class have been met, and therefore, stipulate to class
11 certification. More specifically, the Parties conditionally stipulate and agree that for the
12 Settlement Class:

- 13 a. The number of Class Members is so numerous as to make it
14 impracticable to join all Class Members.
- 15 b. There is an ascertainable class.
- 16 c. There are common questions of law and fact.
- 17 d. Plaintiff’s claims are typical of the claims of the members of the Class.
- 18 e. Edwin Aiwazian, Esq. and Arby Aiwazian, Esq. of the law firm
19 Lawyers *for* Justice, PC should be deemed “Class Counsel” and will
20 fairly and adequately protect the interests of the Settlement Class.
- 21 f. Trevor Johnson shall be deemed “Class Representative” and will fairly
22 and adequately protect the interests of the Settlement Class.
- 23 g. The prosecution of separate actions by individual members of the
24 Settlement Class would create the risk of inconsistent or varying
25 adjudications, which would establish incompatible standards of
26 conduct.
- 27 h. Questions of law and fact common to the members of the Settlement
28 Class predominate over questions affecting individual members in the

1 Settlement Class and a class action is superior to other available means
2 for the fair and efficient adjudication of the controversy.

3 7. Defendant denies any liability or wrongdoing of any kind associated with the
4 claims alleged in the Complaint and further denies that, for any purpose other than settling
5 the Complaint, this action is appropriate for class treatment. Defendant contends, among
6 other things, that it has complied at all times with the California Labor Code, IWC Wage
7 Orders, and all applicable state and federal laws.

8 8. Plaintiff believes he has filed a meritorious action and that class certification
9 is appropriate. Plaintiff contends Defendant violated state wage and hour laws and that this
10 case is appropriate for class certification because the requisites for class certification are
11 satisfied in this case. Prior to agreeing to this Settlement, Plaintiff represents that they
12 conducted extensive investigation and informal discovery into the claims asserted in the
13 Complaint. Plaintiff believes that sufficient investigation and informal discovery took place
14 prior to agreeing to settle this action.

15
16 **RELEASE**

17 9. The Parties desire to fully, finally, and forever settle, compromise, and
18 discharge all disputed claims which exist between them arising from or related to the claims
19 alleged in the Complaint. In order to achieve a full and complete release of Defendant (and
20 the Releasees as defined in Paragraph 10) of such disputed claims, Plaintiff and each
21 Settlement Class, through execution of the Settlement Agreement by the Class
22 Representative, acknowledge that this Settlement includes in its effect a release as to all
23 claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees,
24 damages, action or causes of action arising from or related to the claims asserted in the
25 Complaint, as well as all claims that could have been brought against Defendant based on
26 the same operative facts alleged in the Complaint, for the Class Period, including but not
27 limited to, claims for failure to pay overtime or minimum wages, failure to provide
28 complaint meal and rests periods or premium payments in lieu thereof, failure to provide

1 complaint wage statements, failure to keep requisite payroll records, failure to timely pay
2 wages during employment and after termination, any and all claims under the California
3 Labor Code, the California Government Code, any IWC Wage Order, the Business &
4 Professions Code (including § 17200), claims for PAGA penalties based on violation of the
5 Labor Code sections identified in the Complaint, and claims for attorneys' fees and costs
6 (collectively referred to herein as "Released Claims"). Class Members who do not opt out
7 will release the Released Claims as set forth herein upon the Effective Date.

8 10. Upon final approval by the Court, the Plaintiff and the Settlement Class
9 Member will release Defendant and each of its present and former affiliates, parent
10 companies, subsidiaries, shareholders, officers, partners, directors, employees, agents,
11 attorneys, insurers, predecessors, representatives, accountants, past, present, and future,
12 successors and assigns, specifically including Renaud's Bakery & Bistro, Inc., and each and
13 all of their respective officers, partners, directors, servants, agents, shareholders, employees,
14 representatives, accountants, insurers, and attorneys, past, present, and future, and all
15 persons acting under, by through, or in concern with any of them (collectively, the
16 "Releasees") from the Released Claims described in paragraph 9.

17 11. The Class Representative shall execute a full general release, effective as of
18 final approval, with a C.C.P. § 1542 waiver, as to all claims of any kind he may have against
19 Releasees as defined below. The Class Representative acknowledges he may have claims
20 that are presently unknown and that the Released Claims contained in this Settlement
21 Agreement is intended to and will fully, finally, and forever discharge all Released Claims,
22 whether now asserted or un-asserted, known or unknown, which now exist, or heretofore
23 existed or may hereafter exist, which if known, might have affected his decision to enter into
24 this release. The Class Representative shall be deemed to waive, as to the Released Claims
25 only, any and all provisions, rights, and benefits conferred by any law of the State of
26 California, any law of the United States, any other state or territory of the United States, any
27 other country, or any state or territory of any other country, or principle of common law or
28 equity, which governs or limits a person's release of unknown claims. In making this waiver,

1 Plaintiff understands and acknowledges that they may discover facts in addition to or
2 different from those that are currently known or believed to be true with respect to the
3 Released Claims, but agree that it is his intention to fully, finally, and forever settle and
4 release any and all Released Claims, known or unknown, suspected or unsuspected, which
5 now exist, or heretofore existed, or may hereafter exist, and without regard to the subsequent
6 discovery or existence of such additional or different facts. The foregoing waiver includes,
7 without limitation, an express waiver, as to the Released Claims only, to the fullest extent
8 permitted by law, by Plaintiff of any and all rights under California Civil Code § 1542, which
9 provides:

10 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
11 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT
12 TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
13 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
14 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
15 DEBTOR OR RELEASED PARTY.

14 Plaintiff expressly waives, as to the Released Claims only, any and all provisions, rights and
15 benefits conferred by any law or principle of common law or equity, that is similar,
16 comparable, or equivalent, in whole or in part, to California Civil Code § 1542.

17 **SETTLEMENT CALCULATIONS**

18 12. Establishment of Gross Fund Value. This Settlement shall be made on a non-
19 reversionary, total payout basis. This means all of the Net Fund Value shall be paid out to
20 those Settlement Class Members and none of the Gross Fund Value shall revert to the
21 Defendant. Defendant shall pay no more than a sum equal to Two Hundred and Sixty-Five
22 Thousand Dollars (\$265,000.00) ("Gross Fund Value" or "GFV") to fund the settlement of
23 this action. In no event shall the Gross Fund Value exceed Two Hundred and Sixty-Five
24 Thousand Dollars (\$265,000.00). Notwithstanding the foregoing, Defendant will pay
25 employer's share of taxes on the portion of the Net Fund Value allocated towards wages
26 separately and in addition to the Gross Fund Value. Payments by Defendant pursuant to this
27 Settlement Agreement shall settle all pending issues between the Parties alleged in the
28 action. The payments are not being made for any other purpose and will not be construed as

1 compensation for purposes of determining eligibility for any health and welfare benefits or
2 unemployment compensation.

3 13. Calculation of Net Fund Value. The Net Fund Value (“NFV”) will constitute
4 the total sum from which the Settlement Class will be paid after Court- approved Attorneys’
5 Fees, Litigation Costs, Administration Costs, Enhancement Award, and the LWDA Penalty
6 described herein are subtracted from the Gross Fund Value as described below. In order to
7 arrive at the Net Fund Value, the following amounts will be deducted from the GFV: (1) an
8 award of attorneys’ fees, not to exceed thirty-five percent of the Gross Fund Value (i.e.,
9 \$92,750), to Class Counsel, subject to Court approval (“Attorneys’ Fees”); (2) reasonable
10 litigation costs and expenses not to exceed \$25,000 to Class Counsel, subject to Court
11 approval (“Litigation Costs”); (3) the costs of administering the Settlement not to exceed
12 \$12,000 to the Settlement Administrator, subject to Court approval (“Administration
13 Costs”); (4) an enhancement payment not to exceed \$6,500 to the Class Representative,
14 subject to Court approval (“Enhancement Award”); and (5) payment of the California Labor
15 Workforce Development Agency’s (“LWDA”) portion of the amount allocated towards the
16 settlement of PAGA (i.e., 75% of \$20,000) (the “PAGA Payment”) to the LWDA, subject
17 to Court approval (“LWDA Penalty”).

18 14. Settlement Payments and Costs of Settlement:

19 a. Attorneys’ Fees and Litigation Costs: In consideration for settling this
20 matter and in exchange for the release of the Released Claims by the Settlement Class, and
21 subject to final approval, Defendant agrees that Class Counsel should be awarded Attorneys’
22 Fees in an amount not to exceed thirty-five percent of the Gross Fund Value (i.e., \$92,750)
23 to compensate Class Counsel for all of the work already performed/incurred by Class
24 Counsel in this case and all of the work remaining to be performed by Class Counsel in
25 documenting the Settlement Agreement, securing preliminary and final approval of the
26 Settlement, and making sure that the Settlement Agreement is fairly administered and
27 implemented. Defendant further agrees that Class Counsel should be awarded Litigation
28 Costs in an amount not to exceed \$25,000 for its reasonable litigation costs and expenses

1 incurred and to be incurred in this action. Should the Court approve a lesser percentage or
2 amount of fees and/or costs, the unapproved portion or portions shall revert to the NFV and
3 will be distributed to Settlement Class Members, in accordance with other administration
4 and distribution requirements hereunder.

5 b. Enhancement Award: Subject to approval by the Court, the Class
6 Representative shall receive an Enhancement Award not to exceed \$6,500 from the GFV in
7 consideration for serving as Class Representative. The Enhancement Award is in addition to
8 the Plaintiff's Settlement Share. Should the Court approve an Enhancement Award less than
9 that set forth herein, the unapproved portion or portions shall revert to the respective NFV
10 and shall be distributed proportionally to those Settlement Class Members, in accordance
11 with other administration and distribution requirements hereunder.

12 c. PAGA Payment and LWDA Penalty. The Parties agree to allocate the
13 sum of \$20,000 from the GFV to settle the claims for PAGA asserted in the Complaint (the
14 "PAGA Payment"), with 75% of the PAGA Payment (i.e., \$15,000) payable to the LWDA.
15 The Parties agree that, given the uncertainty of litigation, and the issues and difficulty
16 involved in obtaining class certification, this allocation is reasonable under the
17 circumstances.

18 d. Calculation of Class Members' Payments from the NFV: In further
19 consideration for Settlement and a release of the Released Claims of the Settlement Class
20 Members against the Releasees, Defendant agrees to pay each Settlement Class Member a
21 share of the respective NFV ("Settlement Share") as follows:

22 1. Each Settlement Class Member's allocation of the NFV will be
23 determined by multiplying the NFV by a fraction, the numerator of which is a
24 Settlement Class Member's number of weeks worked during the Class Period
25 ("Workweeks") and the denominator of which is the total number of Workweeks
26 worked by all Settlement Class Members.

27 2. Workweeks shall be calculated from Defendant's
28 records, with Class Members given credit for each workweek they

1 actually worked for Defendant in California at any time during the
2 Class Period.

3 e. Funding of Settlement: Defendant shall fund the Gross Fund Value with
4 three installments:

5 1. Within sixty (60) business days after final approval is granted
6 by the Court, Defendant will deposit \$100,000 into an interest-bearing account
7 through the Settlement Administrator (“First Installment”).

8 2. Ten (10) months after the First Installment, Defendant shall
9 deposit an additional \$100,000 into an interest-bearing account through the
10 Settlement Administrator (“Second Installment”).

11 3. Six (6) months after the Second Installment, Defendant shall
12 deposit the remaining \$65,000 into an interest-bearing account through the
13 Settlement Administrator (“Third Installment”).

14 Any interest accrued on this account will be distributed to the Settlement Class
15 Members except that if final approval of the Settlement is reversed on appeal, then
16 Defendant is entitled to prompt return of the principal and all interest accrued.

17 f. Payment Procedure: So long as the Effective Date has occurred, the
18 Settlement Administrator will distribute Settlement Shares to Settlement Class Members
19 after the Second Installment. the Settlement Administrator will pay the Attorneys Fees and
20 Litigation Costs to Class Counsel, Administration Costs to Settlement Administrator,
21 Enhancement Award to Class Representative, and LWDA Penalty to the LWDA fifteen (15)
22 business days after the Defendant transmits the Third Installment. Any Settlement Share
23 check that is not negotiated within one hundred eighty (180) days of mailing to a Settlement
24 Class Member shall revert to the California Unclaimed Wages Fund in the name of the
25 Settlement Class Member.

26 1. The Effective Date will be the date of final approval if no
27 Objections are received. If Objections are submitted and overruled and no
28 appeal is taken of the final approval order, then the Effective Date will be

sixty-five (65) calendar days after the entry of the final approval order. If Objections are submitted and an appeal is taken from the Court's overruling of Objections to the Settlement, then the Effective Date will be twenty (20) calendar days after the appeal is withdrawn or after an appellate decision affirming the final approval becomes final. No money will be distributed unless and until the Effective Date.

g. Costs of Settlement Administrator: The parties have selected Phoenix Class Action Administration Solutions as Settlement Administrator in this action. Phoenix Class Action Administration Solutions ("Phoenix") has agreed to perform all necessary class administration duties for a fee in an amount not to exceed \$12,000 ("the "Administration Costs"). The Settlement Administrator's duties shall include without limitation, mailing Notices, performing necessary skip traces on Notices returned as undeliverable, receiving and processing Requests for Exclusion, Objections, and Workweek Disputes, the calculation, processing, and mailing of all Settlement Class Members' Settlement Share and Settlement Class Members' Settlement Share checks. All Administration Costs shall be deducted proportionally from the Gross Fund Value.

h. Tax Treatment of Settlement Shares: Of the Settlement Shares paid to Settlement Class Members, 20% will be allocated to wages and reported on an IRS form W2 and 80% will be allocated to interest and penalties and be reported on an IRS form 1099. Each Settlement Class Member will be responsible for correctly characterizing this compensation for tax purposes and for payment of any taxes owing on said amount. In the event of an audit of Defendant by any state or federal government agency, or if any tax authority should dispute the characterization of this compensation, Defendant reserves all rights to indemnification permitted by law.

i. Tax Treatment of Enhancement Award and Attorneys' Fees: Plaintiff will receive an IRS Form 1099 for his Enhancement Award and will be responsible for correctly characterizing this additional compensation for tax purposes and for payment of any taxes owing on said amount. For the Enhancement Payment to the Class Representative,

Attorneys' Fees to Class Counsel, the Settlement Administrator will issue IRS Forms 1099. In the event of an audit of Defendant by any state or federal government agency, or if any tax authority should dispute the characterization of this compensation, Defendant reserves all rights to indemnification permitted by law.

j. Workweek Disputes: A Class Member can submit a dispute regarding the number of Workweeks allocated to him or her by submitting a written letter to the Settlement Administrator ("Workweek Dispute"). A valid and timely Workweek Dispute must: (1) contain the Class Member's full name, telephone number, and address; (2) list the case name and number of the action; (3) clearly state that the Class Member contends the number of Workweeks allocated to him or her are incorrect and list the number of Workweeks the Class Member contends is correct; (4) attach any written documentation supporting his or her contention; and (5) be mailed to the Settlement Administrator postmarked on or before the day that is sixty (60) calendar days from the date of initial mailing of the Notice ("Response Deadline"). The Parties' Counsel will make a good faith effort to resolve the Workweek Dispute informally. If counsel for the Parties cannot agree, the Workweek Dispute shall be submitted to the Settlement Administrator, who shall examine the records in an attempt to resolve the Workweek Dispute.

k. Settlement Shares Not Intended to Apply To Benefit Plans. Notwithstanding the treatment of the settlement amounts above, none of the Settlement Shares called for by this Settlement Agreement, including the wage portion, are intended to be treated as earnings or wages for any purpose of any of Defendant's benefit plans.

l. No Tax or Legal Advice. The Parties understand and agree that Defendant is neither providing tax nor legal advice, nor making representations regarding tax obligations or consequences, if any, related to this Settlement Agreement, and that Class Members will assume any such tax obligations or consequences that may arise from this Agreement, and that Class Members shall not seek any indemnification from Defendant in this regard. The Parties agree that, in the event that any taxing body determines that additional taxes are due from any Class Member, such Class Member assumes all

responsibility for the payment of any such taxes and agrees to indemnify, defend, and hold Defendant harmless for the payment of such taxes, any failure to withhold, and any penalties associated therewith.

NOTICE TO THE CLASS

15. The Parties agree that within seven (7) calendar days after preliminary approval of this Settlement is granted, Defendant will provide to the Settlement Administrator all of the following information about each Class Member in a format requested by the Settlement Administrator: (1) name; (2) last known home address and telephone number; (3) Social Security Number; (4) dates of employment during the Class Period in covered positions for each class member; (5) the number of Workweeks allocated to him or her; and (6) any other pertinent information, such as leaves of absence, which may impact the Class Member's Workweek count (collectively referred to as "Class Data List"). The Settlement Administrator will perform address updates and verifications as necessary prior to the first mailing.

16. The Parties agree that within ten (10) calendar days of preliminary approval of this Settlement, the Settlement Administrator will send Class Members, by first-class mail, at their last known address, the court-approved Notice of Pendency of Class Action Settlement ("Notice") in the form attached hereto as "**Exhibit A.**" The Notice will, among other things, include a calculation of the Class Member's estimated Settlement Share (assuming all requests for attorneys' fees and costs, administration costs, and enhancements are awarded in full), the number of Workweeks allocated to him or her, and instructions of how to submit a Request for Exclusion, Objection, and/or Workweek Dispute.

17. Class Members will have until the Response Deadline (i.e., sixty (60) calendar days from the date the Notices are mailed by the Settlement Administrator, or in the case of a re-mailed Notice the latter of the original Response Deadline or fifteen (15) calendar days from the date of remailing) to postmark Objections, Requests For Exclusion, and Workweek Disputes. The Settlement Administrator will perform one skip-trace on returned, undeliverable mail and re-mail Notices to an updated address (if any) within three (3)

1 calendar days of receiving notice that a Notice was undeliverable. It is the intent of the
2 parties that reasonable means be used to locate Class Members.

3 18. Within two (2) business days of receipt by the Settlement Administrator of
4 each timely-submitted Request for Exclusion, Objection, or Workweek Dispute, the
5 Settlement Administrator will send a deficiency notice to the Class Members for any
6 irregularities in the submission. The deficiency notice will provide the Class Members no
7 more than the later of the original Response Deadline or seven (7) calendar days from the
8 mailing of the deficiency notice to postmark a written response to cure all deficiencies. The
9 failure of a Class Member to timely cure a deficient submission will not be considered
10 deficiencies subject to cure, unless counsel for both parties stipulate to allow cure.

11 19. The Settlement Administrator will certify jointly to Class Counsel and
12 Defendant's counsel which Class Members, if any, have timely opted-out of the Settlement.
13 The Settlement Administrator shall be responsible for calculating the Settlement Shares,
14 issuing the payments and calculating and withholding all required state and federal taxes, if
15 any, and for communicating this information to Defendant and Class Counsel. Upon
16 completion of its calculation of payments, the Settlement Administrator shall provide
17 Plaintiff and Defendant with a report listing the amount of all Settlement Shares to be made
18 to each Settlement Class Member, in which the names of the Settlement Class Members will
19 be coded. Proof of payment will be filed with the Court and provided to the Parties' counsel.

20 23. The Notice shall provide that Class Members who wish to object to the
21 Settlement must not opt out of the Settlement and must submit a written objection to the
22 Settlement Administrator ("Objection"). A valid and timely Objection must: (1) contain the
23 Settlement Class Member's full name, telephone number, and address; (2) list the case name
24 and number of the action; (3) clearly state that the Settlement Class Member objects to the
25 Settlement and the factual and legal basis for his or her object; (4) state the contact
26 information for any attorneys who represent them; (5) state whether or not the Settlement
27 Class Member intends to appear and comment or object at the final approval hearing; and
28 (6) be mailed to the Settlement Administrator postmarked on or before the Response

1 Deadline. Failure to submit a valid and timely Objection in conformity with this agreement
2 will constitute a waiver of the right to appear at the final approval hearing. Settlement Class
3 Members who fail to file and serve timely written Objections in the manner specified above
4 shall be deemed to have waived any Objections and shall be foreclosed from making any
5 Objection (whether by appeal or otherwise) to the Settlement.

6 20. Within ten (10) calendar days after final disbursement of all payments
7 provided for under this Agreement, the Settlement Administrator will serve on the Parties
8 and file with the Court a declaration proving a final report on the disbursements made
9 pursuant to this Agreement.

10 **RIGHT TO RESCIND THE AGREEMENT**

11 21. Notwithstanding any other provision of this Stipulation of Settlement,
12 Defendant shall retain the right, in the exercise of its sole discretion, to nullify the Settlement
13 within seven (7) calendar days of Response Deadline, if ten percent (10%) or more of Class
14 Members submit timely and valid Request for Exclusion. Plaintiff shall retain the right, in
15 the exercise of his sole discretion, to nullify the Settlement within seven (7) calendar days
16 of being provided the Workweek data described herein, if the number of Workweeks for the
17 time period from October 2, 2015 to March 20, 2020 (the date of mediation) exceeds 14,930
18 by more than fifteen percent (15%). If either party wishes to exercise this right, it must do
19 so by written communication to the other party's counsel. All signatories and their counsel
20 must not encourage Requests for Exclusion. Class Counsel specifically agree not to solicit
21 Requests for Exclusion, directly or indirectly, through any means. In the event of such a
22 rescission, no party may use the fact that the parties agreed to settle this case as evidence of
23 Defendant's liability in this lawsuit or the lack thereof. If Defendant elects to opt-out of this
24 settlement, Defendant shall be responsible for paying all Administration Costs incurred to
25 date.

26 **DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL**

27 22. Class Counsel shall prepare and file with the Los Angeles County Superior
28 Court a Motion for Preliminary Approval of the Class Action Settlement. Class Counsel

1 shall provide Defendant's counsel with Plaintiff's Motion for Preliminary Approval of the
2 Class Action Settlement ("Motion for Preliminary Approval") at least two (2) calendar days
3 prior to filing the Motion for Preliminary Approval to permit Defendant's counsel
4 reasonable time to comment on the Motion for Preliminary Approval. The Notice shall not
5 be mailed to any Class Member unless and until the Court grants preliminary approval of
6 the Settlement in accordance with the terms of this Agreement. The Parties shall jointly
7 appear at the hearing on the Motion for Preliminary Approval and apply to the Court for the
8 entry of a preliminary order which would accomplish the following:

9 a. Schedule a final approval hearing on the question of whether the
10 proposed Settlement, including payment of Attorneys' Fees and Litigation Costs, and the
11 Enhancement Award, should be finally approved as fair, reasonable, and adequate as to the
12 Class Members and also schedule dates by which Class Counsel shall file their application
13 for the approval of Attorneys' Fees and Litigation Costs, application for the approval of
14 Enhancement Award, and final approval papers;

15 b. Conditionally certify the Class;

16 c. Certify this action under California Code of Civil Procedure § 382 and
17 California Rules of Court, Rules 3.769, *et seq.*, as a class action for purposes of settlement;

18 d. Approve as to form and content the proposed Notice;

19 e. Direct the mailing of the Notice by first class mail to the Class
20 Members;

21 f. Preliminarily approve the Settlement as to the Released Claims and the
22 Releasees subject only to the Objections of Settlement Class Members and final review by
23 the Court;

24 g. Preliminarily approve Administration Costs in an amount expected not
25 to exceed \$12,000;

26 h. Preliminarily approve Plaintiff's request for Attorneys' Fees and
27 Litigation Costs subject to final review of the Court; and,

28 i. Preliminarily approve Plaintiff's request for Plaintiff receive an

1 Enhancement Award.

2 23. No later than sixteen (16) court days before the final approval hearing,
3 Plaintiff shall file with the Los Angeles County Superior Court a Motion for Final
4 Approval of the Class Action Settlement. Class Counsel shall provide Defendant's counsel
5 with Plaintiff's Motion for Final Approval of Class Action Settlement at least two (2)
6 calendar days prior to filing to permit Defendant's counsel reasonable time to comment on
7 the motion.

8 24. If the Los Angeles County Superior Court does not grant final approval of the
9 class settlement contained in this Stipulation of Settlement, or grants final approval
10 conditioned on any material change to the settlement set forth in this Settlement Agreement
11 (including, but not limited to, the scope of release to be granted by Class Members to the
12 Released Parties or the binding effect of the settlement on Class Members who do not timely
13 opt out of the settlement), then the settlement will be null and void and the Parties will have
14 no further obligations under this Agreement, including any obligation by Defendant to pay
15 the GFV or any amounts that otherwise would have been owed under this Settlement
16 agreement, except that the Parties will pay the Claims Administrator's reasonable fees and
17 expenses incurred as of the date that the settlement becomes null and void under this
18 paragraph. However, an award by the Los Angeles County Superior Court of a lesser amount
19 than that sought by Plaintiff and Class Counsel for enhancement payment and/or Class
20 Counsel's fees and costs of suit, will not constitute a material modification to the settlement
21 within the meaning of this Paragraph.

22 25. No Press Releases. Plaintiff and his counsel agree they will not issue any press
23 releases, initiate any contact with the press, respond to any press inquiry, or have any
24 communication with the press about this case and/or the fact, amount or terms of the
25 settlement. Until the Court grants preliminary approval of the settlement, Plaintiff and his
26 attorneys agree they will keep confidential the fact, amount, and terms of the Settlement
27 except as to their immediate families, attorneys, tax advisors, and government agencies as
28 required to obtain preliminary approval of the Settlement. Nothing in this Settlement

1 prohibits Class Counsel from discussing the terms of the Settlement with putative Class
2 Members who contact Class Counsel with questions. Further, nothing in this Settlement
3 Agreement is intended to prohibit Defendant from reporting the terms of this Settlement
4 Agreement to its shareholders, disclosing the terms of this Agreement in any SEC or other
5 public filing, or otherwise prohibiting Defendant in any way from disclosing the terms of
6 this Settlement Agreement as it deems proper as part of the operation of its business.

7 **DUTIES OF THE PARTIES FOLLOWING FINAL APPROVAL**

8 26. Following final approval of the settlement provided for in this Stipulation of
9 Settlement, Class Counsel will submit a proposed final order and Judgment:

- 10 a. Approving the settlement, adjudging the terms thereof to be fair,
11 reasonable, and adequate, and directing consummation of its terms and provisions;
12 b. Approving an award of Attorneys' Fees and Litigation Costs;
13 c. Approving the Enhancement Award;
14 d. Barring all Settlement Class Members from prosecuting against the
15 Releasees, any individual or class claims that were or could have been asserted in the
16 Complaint based on the operative facts alleged therein, including without limitation any
17 claims arising out of the acts, facts, transactions, occurrences, representations, or omissions
18 set forth in the Complaint, through the date of the final approval of this settlement upon
19 satisfaction of all payments and obligations hereunder.

20 27. Whether or not the Judgment becomes final, neither the Settlement, this
21 Settlement Agreement, any document, statement, proceeding or conduct related to the
22 Settlement or the Settlement Agreement, nor any reports or accounting of those matters, will
23 be (i) construed as, offered or admitted in evidence as, received as, or deemed to be evidence
24 for any purpose adverse to Defendant or any of the Released Parties, including, but not
25 limited to, evidence of a presumption, concession, indication or admission by any of the
26 Released Parties of any liability, fault, wrongdoing, omission, concession or damage; or (ii)
27 disclosed, referred to or offered in evidence against any of the Released Parties, or any other
28 civil, criminal or administrative action or proceeding except for purposes of effectuating the

1 settlement pursuant to this Agreement.

2 28. This section and all other provisions of this Settlement Agreement
3 notwithstanding, and any and all provisions of this Settlement Agreement may be admitted
4 in evidence and otherwise used in any and all proceedings to enforce any or all terms of this
5 Settlement Agreement or in defense of any claims released or barred by this Settlement
6 Agreement. The parties expressly agree this Agreement is enforceable pursuant to the
7 provisions of Code of Civil Procedure § 664.6.

8 29. No Appeals. Provided that the Judgment entered is consistent with the terms
9 and conditions of this Agreement, the Parties and Class Members who do not timely submit
10 an Objection to the Settlement agree to waive appeals from the Judgment (including all
11 rights to any post-judgment proceeding and appellate proceeding, such as, but not limited
12 to, a motion to vacate judgment, a motion for new trial, and/or any extraordinary writ) and
13 to stipulate to class certification for purposes of implementing this settlement only. The
14 waiver of appeal does not include any waiver of the right to oppose any appeal, appellate
15 proceedings, or post-judgment proceedings. If an appeal is taken from the Judgment, the
16 time for consummation of the Settlement (including making payments under the Settlement)
17 will be suspended until such time as their appeal is finally resolved and the Judgment
18 becomes final.

19 30. Court Approval of Attorneys' Fees and Litigation Costs. The amounts of
20 Attorneys' Fees, Litigation Costs, Administration Costs, and Enhancement Payment shall
21 be determined by the Los Angeles County Superior Court. The Parties agree that the Los
22 Angeles County Superior Court's approval or denial of any amount requested for Plaintiff's
23 Attorneys' Fees, Litigation Costs, Administration Costs, and Enhancement Payment are not
24 conditions of this Agreement, and are to be considered by the Los Angeles County Superior
25 Court separate and apart from the fairness, reasonableness, and adequacy of the Settlement.
26 Any order or proceeding relating to an application for Attorneys' Fees, Litigation Costs,
27 Administration Costs, or Enhancement Payment shall not operate to terminate or cancel this
28 Settlement Agreement.

1 31. Vacating, Reversal, or Material Modification of Judgment on Appeal or
2 Review. If, after a notice of appeal, or any motion, petition, or application, the reviewing
3 Court vacates, reverses, or modifies the Judgment such that there is a material modification
4 to the Settlement (including, but not limited to, the scope of Released Claims to be granted
5 by Settlement Class Members to the Releasees or the binding effect of the Settlement on
6 Settlement Class Members), and that Court's decision is not completely reversed and the
7 Judgment is not fully affirmed on review by a higher Court, then either Plaintiff or Defendant
8 will have the right to void the Settlement, which the Party must do by giving written notice
9 to the other Parties, the reviewing Court, and the Los Angeles County Superior Court not
10 later than fourteen (14) calendar days after the reviewing Court's decision vacating,
11 reversing, or materially modifying the Judgment becomes final. A vacation, reversal, or
12 modification of the Los Angeles County Superior Court's award of the Enhancement Award
13 or the Attorneys' Fees and Litigation Costs will not constitute a vacation, reversal, or
14 material modification of the Judgment within the meaning of this paragraph, provided that
15 Defendant's obligation to make payments under this Agreement will remain limited by the
16 GFV (not including its obligation to pay employer's taxes separately and in addition to the
17 GFV).

18 **PARTIES' AUTHORITY**

19 32. The signatories hereto hereby represent that they are fully authorized to enter
20 into this Stipulation of Settlement and bind the Parties hereto to the terms and conditions
21 hereof.

22 **MUTUAL FULL COOPERATION**

23 33. The Parties agree to fully cooperate with each other to accomplish the terms
24 of this Stipulation of Settlement, including but not limited to, execution of such documents
25 and to take such other action as may reasonably be necessary to implement the terms of this
26 Stipulation of Settlement. The Parties to this Stipulation of Settlement shall use their best
27 efforts, including all efforts contemplated by this Stipulation of Settlement and any other
28 efforts that may become necessary by order of the Court, or otherwise, to effectuate this

1 Stipulation of Settlement and the terms set forth herein. As soon as practicable after
2 execution of this Stipulation of Settlement, Class Counsel shall, with the assistance and
3 cooperation of Defendant and its counsel, take all necessary steps to secure the Court's final
4 approval of this Stipulation of Settlement.

5 **NO PRIOR ASSIGNMENTS**

6 34. The Parties hereto represent, covenant, and warrant that they have not directly
7 or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or
8 encumber to any person or entity any portion of any liability, claim, demand, action, cause
9 of action, or rights herein released and discharged except as set forth herein.

10 **NO ADMISSION**

11 35. Nothing contained herein, nor the consummation of this Stipulation of
12 Settlement, is to be construed or deemed an admission of liability, culpability, negligence,
13 or wrongdoing on the part of Defendant. Defendant specifically denies any liability. Each of
14 the Parties hereto has entered into this Stipulation of Settlement with the intention to avoid
15 further disputes and litigation with the attendant inconvenience and expenses.

16 **CONSTRUCTION**

17 36. The Parties hereto agree that the terms and conditions of this Stipulation of
18 Settlement are the result of lengthy, intensive arms-length negotiations between the Parties,
19 and that this Stipulation of Settlement shall not be construed in favor of or against any party
20 by reason of the extent to which any party or his, her, or its counsel participated in the
21 drafting of this Stipulation of Settlement.

22 **CAPTIONS AND INTERPRETATIONS**

23 37. Paragraph titles or captions contained herein are inserted as a matter of
24 convenience and for reference, and in no way define, limit, extend, or describe the scope of
25 this Stipulation of Settlement or any provision hereof. Each term of this Stipulation of
26 Settlement is contractual and not merely a recital.

27 **MODIFICATION**

28 38. This Stipulation of Settlement may not be changed, altered, or modified, except

1 in writing and signed by counsel for the Parties hereto, and approved by the Court. This
2 Stipulation of Settlement may not be discharged except by performance in accordance with
3 its terms or by a writing signed by the Parties hereto.

4 **INTEGRATION CLAUSE**

5 39. This Stipulation of Settlement contains the entire agreement between the
6 Parties relating to the settlement and transaction contemplated hereby, and all prior or
7 contemporaneous agreements, understandings, representations, and statements, whether oral
8 or written and whether by a party or such party's legal counsel, are merged herein. No rights
9 hereunder may be waived except in writing.

10 **BINDING ON ASSIGNS**

11 40. This Stipulation of Settlement shall be binding upon and inure to the benefit
12 of the Parties hereto and their respective heirs, trustees, executors, administrators,
13 successors, and assigns.

14 **CLASS COUNSEL SIGNATORIES**

15 41. It is agreed that because of the large number of Class Members, it is impossible
16 or impractical to have each Class Member execute this Stipulation of Settlement. The Notice,
17 Exhibit A, will advise all Class Members of the binding nature of the release and such shall
18 have the same force and effect as if this Stipulation of Settlement were executed by each
19 member of the Class.

20 **COUNTERPARTS**

21 42. This Stipulation of Settlement may be executed in counterparts, and when each
22 party has signed and delivered at least one such counterpart, each counterpart shall be
23 deemed an original, and, when taken together with other signed counterparts, shall constitute
24 one Stipulation of Settlement, which shall be binding upon and effective as to all Parties.

25 **APPLICABLE LAW**

26 43. All terms and conditions of this Settlement Agreement and its exhibits will be
27 governed by and interpreted according to the substantive laws of the State of California and
28 procedural laws of the United States of America, without giving effect to any conflict of law

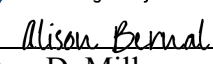
principles or choice of law principles.

USE AND RETURN OF DOCUMENTS AND DATA

44. All originals, copies, and summaries of documents and data provided to Class Counsel by Defendant in connection with the mediation or other settlement negotiations in this matter may be used only with respect to this settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule. Within thirty days after the Judgment becomes Final, Class Counsel will return or destroy and confirm in writing to counsel for Defendant the destruction of all such documents and data.

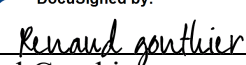
Dated: December 1, 2020

NYE, STIRLING, HALE & MILLER, LLP

By: 
DocuSigned by: Jonathan D. Miller, 33201E...
 Alison M. Bernal,
 Attorneys for Defendant, RENAUD'S
 BAKERY & BISTRO, INC.

Dated: December 02, 2020

RENAUD'S BAKERY AND BISTRO, INC

Bv: 
DocuSigned by: Renaud Gauthier, 40E...
 Renaud Gauthier,
 President, Renaud's Bakery & Bistro, Inc.

Dated: December __, 2020

LAWYERS FOR JUSTICE, P.C.

By: _____
 Edwin Aiwarzian
 Attorneys for Plaintiff, TREVOR JOHNSON, on
 behalf of himself and all others similarly situated.

Dated: December __, 2020

Plaintiff, TREVOR JOHNSON

Bv: _____

principles or choice of law principles.

USE AND RETURN OF DOCUMENTS AND DATA

44. All originals, copies, and summaries of documents and data provided to Class Counsel by Defendant in connection with the mediation or other settlement negotiations in this matter may be used only with respect to this settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule. Within thirty days after the Judgment becomes Final, Class Counsel will return or destroy and confirm in writing to counsel for Defendant the destruction of all such documents and data.

Dated: November __, 2020

NYE, STIRLING, HALE & MILLER, LLP

By: _____
Jonathan D. Miller,
Alison M. Bernal,
Attorneys for Defendant, RENAUD'S
BAKERY & BISTRO, INC.

Dated: November __, 2020

RENAUD'S BAKERY AND BISTRO, INC

By: _____
Renaud Gontheir
President, Renaud's Bakery & Bistro, Inc.

Dated: November 12, 2020

LAWYERS FOR JUSTICE, P.C.

By:  _____
Edwin Aiwanian
Attorneys for Plaintiff, TREVOR JOHNSON, on
behalf of himself and all others similarly situated.

Dated: November __, 2020

Plaintiff, TREVOR JOHNSON

November 12, 2020

By:  _____
Electronically Signed 2020-11-12 21:48:09 UTC - 174.195.152.124
AssureSign® 864f3688-5a83-4363-ac3d-ac71014e62de

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

SUPERIOR COURT OF CALIFORNIA,
FOR THE COUNTY OF LOS ANGELES

TREVOR JOHNSON v. RENAUD'S BAKERY & BISTRO, INC. DOES 1-100,
No. 19STCV35046

OFFICIAL COURT NOTICE **IMPORTANT – PLEASE READ CAREFULLY**

YOU MAY BE ENTITLED TO RECEIVE MONEY FROM THIS CLASS ACTION SETTLEMENT AND YOUR RIGHTS WILL BE AFFECTED BY IT. IF SO, YOU ARE NOT REQUIRED TO TAKE ANY FURTHER ACTION TO PARTICIPATE IN THE SETTLEMENT AND RECEIVE COMPENSATION.

1. Why is this Notice being sent?

This Notice is to inform you of a class action settlement in the following case:

Trevor Johnson v. Renaud's Bakery & Bistro, Inc., and Does 1-100, Case No. 19STCV35046 (the “Action”).

The Action has settled, and because you are a Class Member, you are receiving this notice.

2. Description of the Litigation.

On October 2, 2019, Plaintiff Trevor Johnson (“Plaintiff”) filed a class action complaint in the Los Angeles County Superior Court, Case No. 19STCV35046, captioned *Trevor Johnson v. Renaud's Bakery & Bistro, Inc.* (“Action”). The Action alleged that Renaud's Bakery & Bistro, Inc. (“Renaud's Bakery”)¹ failed to properly pay its California non-exempt employees for overtime, meal and rest breaks, and reimburse for business expenses, as well as related record-keeping claims, at one or more of Defendant's locations in California, at any time since October 2, 2015. On [DATE], Plaintiff filed a First Amended Class Action Complaint for Damages and Enforcement of Cal. Lab. Code § 2698, Et Seq. (“Operative Complaint”).

¹ “Defendant” or “Renaud's Bakery” means Renaud's Bakery & Bistro, Inc., and its current, former, and future affiliates, including, without limitation, its parents, subsidiaries, and related entities, predecessors, successors, divisions, joint ventures and assigns, and each of these entities' past or present directors, officers, employees, partners, members, principals, agents, insurers, co-insurers, re-insurers, shareholders, attorneys, and personal or legal representatives, in their individual and corporate capacities.

Plaintiff, on behalf of himself and all those similarly situated, claim that Defendant's employees in California were denied their rights under the California Labor Code. Specifically, the Complaint alleged eleven causes of action against Defendant: 1. Failure to pay overtime wages (Labor Code §§ 510, 1198); 2. Failure to allow and pay meal periods (Labor Code §§ 226.7, 512); 3. Failure to allow and pay for rest periods (Labor Code § 226.7); 4. Failure to pay minimum wage (Labor Code §§ 1194, 1197, 1197.1); 5. Failure to pay wages at time of termination (Labor Code §§ 201, 202); 6. Failure to timely pay wages during employment (Labor Code § 204); 7. Failure to provide proper wage statement (Labor Code § 226); 8. Failure to keep proper payroll records (Labor Code § 1174(d)); 9. Failure to pay unreimbursed business expenses (Labor Code §§ 2800, 2802); 10. Unfair Business practices (Bus. & Prof. Code § 17200, et seq.); and 11. Private Attorney General Act of 2004 ("PAGA").

Renaud's Bakery denied and continues to deny any liability or wrongdoing, and denies any and all liability and damages to anyone with respect to the alleged facts or causes of action asserted in the Action and continues to assert general and affirmative defenses. Notwithstanding its position that it has acted in full compliance with applicable law, and that there is no merit to any of the Plaintiff's claims, Renaud's Bakery recognizes the risks and costs as well as the uncertainties of further litigation.

The Parties have reached an agreement to settle the Action, which is subject to approval by the Court. Stipulation of Settlement and Release ("Settlement") was reached as a result of extensive, arms-length negotiations between the Parties. Specifically, the Parties participated in a formal mediation session with Mr. Jeffrey Krivis of First Mediation Corporation, and protracted subsequent settlement negotiations.

The purpose of this Notice is to inform you of the terms of the Settlement, and of your rights and options in connection with it. If approved, the Settlement will resolve all claims in the Action as described and defined in the Stipulation of Settlement and Release ("Settlement Agreement").

3. Who is affected by the Settlement?

This Settlement affects all current and former hourly-paid or non-exempt employees who worked for Renaud's Bakery in the State of California at any time between October 2, 2015, through [Date of preliminary approval], as defined above and in the Settlement Agreement ("Class").

"Class Member" means a member of the Class as defined above.

"Class Period" means the time period from October 2, 2015 through [date of Preliminary Approval].

If you meet these criteria and you do not seek to exclude yourself from the Settlement (as described below), you will be deemed a Settlement Class Member, and will receive a monetary payment as described in the Settlement Agreement, and discussed below.

4. What are my options?

You have three (3) options with regard to this Settlement. You can: (1) do nothing; (2) object to the Settlement; or (3) request to be excluded from the Settlement. Details about each option and how it will affect your rights under the law are explained below.

5. What are the terms of the Settlement?

Pursuant to the Settlement, Renaud's Bakery will pay Two Hundred Sixty-Five Thousand Dollars and Zero Cents (\$265,000.00) (the "Gross Fund Value") to settle the Action. The portion of the Gross Fund Value that is available for payment to Class Members is referred to as the "Net Fund Value." The Net Fund Value will be the Gross Fund Value less the following payments which are subject to approval by the Court: (1) an award of attorneys' fees, not to exceed thirty-five percent of the Gross Fund Value (i.e., \$92,750), to Class Counsel, subject to Court approval ("Attorneys' Fees"); (2) reasonable litigation costs and expenses not to exceed \$25,000 to Class Counsel, subject to Court approval ("Litigation Costs"); (3) the costs of administering the Settlement not to exceed \$12,000 to the Settlement Administrator, subject to Court approval ("Administration Costs"); (4) an enhancement payment not to exceed \$6,500 to the Class Representative, subject to Court approval ("Enhancement Award"); and (5) payment of the California Labor Workforce Development Agency's ("LWDA") portion of the amount allocated towards the settlement of PAGA (i.e., 75% of \$20,000) (the "PAGA Payment") to the LWDA, subject to Court approval ("LWDA Penalty").

The Net Fund Value will be divided by the total number of Compensable Work Weeks. This calculation will produce a weekly factor, which then will be multiplied by each Participating Class Member's individual Compensable Work Weeks to calculate each individual's **Gross Settlement Payment**.

If the Settlement is approved by the Court, and you meet the criteria described in Section 3 above, you will be entitled to a Settlement Share, unless you choose to opt out of the Settlement, based on the number of weeks worked during the Class Period ("Workweeks").

The Settlement Administrator will calculate Settlement Shares by multiplying the Net Fund Value by a fraction which has as its numerator the Settlement Class Member's Workweeks and as the denominator the total Workweeks worked by all Settlement Class Members. Class Member's who do not opt out of the Settlement "Settlement Class Members") will automatically be issued payment of their Settlement Share.

Each Settlement Share will be allocated twenty percent (20%) wages which will be reported on an IRS Form W2 and eighty percent (80%) interest and penalties which will be reported on an IRS Form 1099 (if applicable). The employer's portion of payroll taxes associated with the wages portion of Settlement Shares will be paid separately and in addition to the Gross Fund Value. Settlement Shares will be reduced for the employee's share of payroll taxes and withholdings.

If the Court grants final approval of the Settlement, Settlement Share checks will be mailed to Settlement Class Members at the address that is on file with the Settlement Administrator. Also note Defendant is scheduled to fund the Gross Fund Value over three (3) payments over the court of eighteen

(18) months. **If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

6. Who represents the Settlement Class?

If you have any questions concerning the Settlement, you should contact the Class Counsel attorneys listed below:

Edwin Aiwazian
Arby Aiwazian
LAWYERS for JUSTICE, PC
410 Arden Avenue, Suite 203
Glendale, CA 91203
Phone (818) 265-1020
Fax (818) 265-1021

7. How will the attorneys for the Class be paid?

Class Counsel's fees and costs will be paid from the Gross Fund Value. Class Counsel will seek an award of attorneys' fees not to exceed thirty-five percent (35%) of the Gross Fund Value, or \$92,750, and reimbursement of reasonable and necessary litigation costs in an amount not to exceed \$25,000 (together, "Attorneys' Fees and Litigation Costs"). The actual amount of fees and expenses awarded will be determined by the Court. Class Counsel has been prosecuting the Action on behalf of Plaintiff and Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

8. Enhancement Award to Plaintiff

Plaintiff will seek the amount of Six Thousand Five Hundred Dollars (\$6,500) ("Enhancement Award"), in recognition of his services in connection with the Action. The Enhancement Payment will be paid from the Gross Fund Value, subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to his Settlement Share that he is entitled to under the Settlement.

9. Administration Costs to the Settlement Administrator

Payment to Phoenix Class Action Administration Solutions ("Settlement Administrator") is estimated not to exceed Twelve Thousand Dollars (\$12,000) ("Administration Costs") for the costs of the notice

and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, objections, and disputes of Workweeks, calculating Settlement Shares and Settlement Share checks, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Fund Value, subject to approval by the Court.

10. Your Workweeks Based on Defendant's Records

According to Defendant's records:

From October 2, 2015 to [date of Preliminary Approval], you worked for Defendant as an hourly-paid or non-exempt employee in California for [] Workweeks.

If you wish to dispute the Workweeks credited to you, you must submit your dispute by way of written letter that is sent to the Settlement Administrator. The written letter must: (1) contain your full name, telephone number, and address; (2) list the case name and number of the Action (Trevor Johnson v. Renaud's Bakery and Bistro, Inc., Case No. 19STCV35046; (3) clearly state that you contend the number of Workweeks allocated to you are incorrect and list the number of Workweeks you contend are correct; (4) attach any written documentation supporting your contention; and (5) be mailed to the Settlement Administrator at the address below, postmarked **no later than [the Response Deadline]**.

[Settlement Administrator]

[Mailing Address]

[Fax Number]

11. Your Estimated Settlement Share

As explained above, your estimated Settlement Share is based on the number of Workweeks credited to you.

Under the terms of the Settlement, your Settlement Share is estimated to be \$[]. The Settlement Share is subject to reduction for the employee's share of taxes and withholding with respect to the wages portion of the Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take multiple months. Your Settlement Share reflected in this Notice is only an estimate. Your actual Settlement Share check may be higher or lower.

12. How do I participate in the Settlement and what happens if I do?

You do not need to take further action in order to participate in the Settlement. If the Court grants final approval of the Settlement and you have not opted out, you will be deemed a Settlement Class Member and upon the Effective Date you will be deemed to have fully and finally released the Releasees from the Released Claims (defined below). If the Court approves the Settlement, you will receive a Settlement Share calculated as described in Section 11 above.

“Releasees” means Defendant and each of its present and former affiliates, parent companies, subsidiaries, shareholders, officers, partners, directors, employees, agents, attorneys, insurers, predecessors, representatives, accountants, past, present, and future, successors and assigns, specifically including Renaud’s Bakery & Bistro, Inc., and each and all of their respective officers, partners, directors, servants, agents, shareholders, employees, representatives, accountants, insurers, and attorneys, past, present, and future, and all persons acting under, by through, or in concern with any of them.

“Released Claims” means all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees, damages, action or causes of action arising from or related to the claims asserted in the Complaint, as well as all claims that could have been brought against Defendant based on the same operative facts alleged in the Complaint, for the Class Period, including but not limited to, claims for failure to pay overtime or minimum wages, failure to provide complaint meal and rests periods or premium payments in lieu thereof, failure to provide complaint wage statements, failure to keep requisite payroll records, failure to timely pay wages during employment and after termination, any and all claims under the California Labor Code, the California Government Code, any IWC Wage Order, the Business & Professions Code (including § 17200), claims for PAGA penalties based on violation of the Labor Code sections identified in the Complaint, and claims for attorneys’ fees and costs.

13. What if I choose to object to the Settlement?

You can object to the terms of the Settlement before final approval. However, if the Court approves the Settlement, you may still be bound by the terms of the Settlement. You may both object to the Settlement and participate in it. Only Class Members who have not opted out of the Settlement (i.e., Settlement Class Members) may object to the Settlement.

To object, you must send a letter or other writing stating that you object to the Settlement (“Objection”). A valid and timely Objection must: (1) contain your full name, telephone number, and address; (2) list the case name and number of the Action (*Trevor Johnson v. Renaud’s Bakery & Bistro, Inc.*, Case No. 19STCV35046); (3) clearly state that you object to the Settlement and the factual and legal basis for your object; (4) state the contact information for any attorneys who represent you (if any); (5) state whether or not you intend to appear and comment or object at the final approval hearing; and (6) be mailed to the Settlement Administrator **postmarked no later than [Response Deadline]**.

If you do not object in the manner described above, you shall be deemed to have waived any objections, and shall forever be foreclosed from objecting to the fairness or adequacy of the Settlement, the payment of attorneys’ fees, litigation costs, Enhancement Payment, the claims process, and any and all other aspects of the Settlement.

14. What if I choose to exclude myself or “Opt-Out” of the Settlement?

You may request to be excluded from the Settlement by submitting written opt out request (“Request for Exclusion”) to the Settlement Administrator. If you exclude yourself, you will not receive any monetary payment from the Gross Fund Value. You will, however, retain the right to assert any claims you may have against Renaud’s Bakery.

A valid and timely Request for Exclusion must: (1) contain your full name, telephone number, and address; (2) list the case name and number of the Action (*Trevor Johnson v. Renaud’s Bakery & Bistro, Inc.*, Case No. 19STCV35046); (3) clearly indicate that you wish to be excluded from the Settlement; and (4) be mailed to the Settlement Administrator **postmarked no later than** [Response Deadline].

15. What if I do nothing?

If you do nothing, you will participate in the Settlement, receive a monetary payment, and release claims against Renaud’s Bakery as described in the Settlement Agreement, and discussed in Section 8 above.

13. Final Approval Hearing.

The Court will hold a Final Approval Hearing on the fairness and adequacy of the Settlement, the plan of distribution, Class Counsel’s request for Attorneys’ Fees and Litigation Costs, the Administration Costs, and the Enhancement Award on _____, before the Honorable Carolyn B. Kuhl in Department SSC12 of the Superior Court of California, County of Los Angeles, located at 312 North Spring Street, Los Angeles, CA 90012. The Final Approval Hearing may be continued or adjourned without further notice to Class Members. If you wish to attend, you should confirm the date of the Final Approval Hearing with counsel listed in Section 6 above or with the Settlement Administrator. You are not required to appear at the hearing to participate in or opt out of the Settlement. If you so wish, you may be heard at that hearing by either appearing in person or through an attorney, but you must advise the Court in advance of your intention to appear.

14. Where can I get more information about the Settlement?

For more information about the Settlement, or if you have any questions regarding the Settlement, you may contact the Settlement Administrator at Phoenix Class Action Administration Solutions, [Administrator’s Info] regarding the Renaud’s Bakery Wage and Hour Settlement.

You may also contact the Class Counsel attorneys listed above.

PLEASE DO NOT CONTACT THE COURT DIRECTLY ABOUT THIS MATTER.
THE COURT CANNOT PROVIDE YOU WITH LEGAL ADVICE OR ANY OPINION
REGARDING THE ACTION OR THE SETTLEMENT.