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

HELEN SANTOS, an individual, on behalf of
herself and others similarly situated,

PLAINTIFF,

v.

AIR CULINAIRE WORLDWIDE, LLC; and
DOES 1 thru 50, inclusive,

DEFENDANTS.

CASE NO. 20STCV40648

[Case Assigned for All Purposes to Hon.
William F. Highberger in Dept. 10]

**DECLARATION OF KELSEY M.
SZAMET REGARDING SUBMISSION OF
AMENDED PRELIMINARY APPROVAL
ORDER**

Date: June 7, 2022

Time: 11:30 a.m.

Dept.: 10

Complaint Filed: October 23, 2020

Trial Date: None Set

1 **SUPPLEMENTAL DECLARATION OF KELSEY M. SZAMET**

2 I, Kelsey M. Szamet, state and declare as follows:

3 1. I am an attorney admitted before all courts of the State of California and a partner
4 in the law firm of Kingsley & Kingsley, APC, counsel of record for Plaintiff in this action.

5 2. I have personal knowledge of the facts set forth herein, and if called upon as a
6 witness, I could and would testify competently thereto.

7 3. I graduated cum laude from the University of California, San Diego in 2004 with a
8 degree in Human Development. I graduated from the University of California, Los Angeles
9 School of Law in 2008. I am admitted to practice before the following Courts: United States
10 Supreme Court; United States District Court, Northern, Eastern, Southern and Central of
11 California; all California State Courts.

12 4. I am completely familiar with the present litigation, including the pleadings,
13 discovery, and filings submitted in this matter. I have been involved in all aspects of litigation of
14 this matter and the settlement discussions leading to the present proposed settlement before the
15 Court.

16 5. I make this Declaration regarding the submission of the [Proposed] Order
17 Approving Amended Class Action and PAGA Settlement Agreement.

18 **STATUS OF PRELIMINARY APPROVAL**

19 6. The Court entered an Order Granting Preliminary Approval of Class Action
20 Settlement on June 13, 2022.

21 7. The Parties experienced some delays in the Notice process related to the Class
22 Data but have now resolved the issue. Because of the delays, the Parties asked the Court to
23 continue the final fairness hearing to March 15, 2023.

24 8. As the Parties worked to distribute the Notice, the Parties met and conferred and
25 determined that the preliminarily-approved Joint Stipulation of Class Action Settlement and
26 Release of Claims ("Settlement Agreement") neglected to clarify the definition of the PAGA
27 Class and the PAGA Covered Period.

28 ...

1 **REDLINED SETTLEMENT AGREEMENT**

2 9. The Parties believe it is necessary to clarify these terms to ensure that the PAGA
3 Payment is correctly distributed to the PAGA Class during the administration process.

4 10. As such, the Parties redlined the original Settlement Agreement to reflect this
5 change and for the ease of the Court's review.

6 11. The Parties now submit an Amended Joint Stipulation of Class Action Settlement
7 and Release of Claims for the Court's review.

8 12. The Parties do not believe this amended agreement represents any material change
9 to the terms of the agreement already approved by the Court because the PAGA Payment was
10 already allotted. All this change does is clarify to whom the PAGA Payment should be made.

11 **ORDER APPROVING AMENDED CLASS AND PAGA SETTLEMENT**
12 **AGREEMENT**

13 13. Because the Parties have amended the settlement agreement, the Parties request that
14 the Court review and enter the accompanying Amended Order Granting Preliminary Approval.

15 **EXHIBITS**

16 14. Attached hereto as Exhibit "1" is a true and correct copy of the redlined Amended
17 Joint Stipulation of Class Action Settlement and Release of Claims.

18 15. Attached hereto as Exhibit "2" is a true and correct copy of the clean, fully-executed
19 Amended Joint Stipulation of Class Action Settlement and Release of Claims.

20 16. Attached hereto as Exhibit "3" is a true and correct copy of the [Proposed] Order
21 Approving Amended Class Action and PAGA Settlement Agreement

22 17. Attached hereto as Exhibit "4" is a true and correct copy of the proof of submission
23 Attached hereto as Exhibit "4" is a true and correct copy of the proof of submission of this
24 supplemental declaration, all related documents, and copy of the email from the LWDA
25 confirming receipt.

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

28 ///

1 This Declaration was executed this 15th day of December, 2022, in Altadena, California.

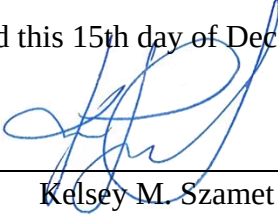
2 
3 _____
4 Kelsey M. Szamet

EXHIBIT "1"

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Air Culinaire Worldwide, LLC

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

HELEN SANTOS, an individual, on behalf of
herself and others similarly situated,

PLAINTIFF,

v.

AIR CULINAIRE WORLDWIDE, LLC; and
DOES 1 thru 50, inclusive,

DEFENDANTS.

CASE NO. 20STCV40648

[Case Assigned for All Purposes to Hon.
William F. Highberger in Dept. 10]

**AMENDED JOINT STIPULATION OF
CLASS ACTION SETTLEMENT AND
RELEASE OF CLAIMS**

*[Filed concurrently with Declaration of Kelsey
M. Szamet and Proposed Order]*

This Joint Stipulation of Class Action Settlement and Release of Claims is entered into by
and between Plaintiff HELEN SANTOS, individually and on behalf of the Settlement Class, **the**
PAGA Class, and the State of California, as a private attorney general, on the one hand, and

1 Defendant AIR CULINAIRE WORLDWIDE, LLC on the other hand.

2 This Amended Joint Stipulation of Class Action Settlement and Release of Claims shall
3 be binding

4 on Plaintiff, the current and former employees she seeks to represent, the Settlement Class, **the**
5 **PAGA Class** and on

6 Defendant and subject to the definitions, recitals, and terms set forth herein and the
7 approval of the Court.

8 **I. DEFINITIONS**

9 **1. Action**

10 “Action” or “Lawsuit” means the civil action filed in the Superior Court of the State of
11 California for the County of Los Angeles, entitled HELEN SANTOS, an individual, on behalf of
12 herself and others similarly situated, Plaintiff v. AIR CULINAIRE WORLDWIDE, LLC, and
13 Does 1 thru 50, inclusive, Defendants, Case No. 20STCV40648 filed on October 23, 2020.

14 **2. Class Counsel**

15 “Class Counsel” means Kingsley & Kingsley, APC, who, subject to Court approval, shall
16 act as counsel for the Settlement Class **and the PAGA Class**.

17 **3. Class Counsel Award**

18 “Class Counsel Award” means attorneys’ fees for Class Counsel’s litigation and
19 resolution of this Lawsuit, and Class Counsel’s expenses and legal costs incurred in connection
20 with this Lawsuit.

21 **4. Class Information**

22 “Class Information” or “Class Data” means information regarding Settlement Class
23 members **and PAGA Class members** that Defendant will in good faith compile from their records
24 and provide to the Settlement Administrator. It shall be formatted as a Microsoft Excel
25 spreadsheet and shall include: each Settlement **or PAGA** Class Member’s full name; last known
26 address; last known home telephone number; social security number; dates of employment, and
27 Compensable Work Weeks.

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2 **5. Class Members or Settlement Class Members**

3 “Class Members” or “Settlement Class Members” means all persons who are employed or
4 have been employed as an hourly employee by Defendant in the State of California during the
5 Covered Period. “PAGA Class Members” means all persons who are employed or have been
6 employed as an hourly employee by Defendant in the State of California during the PAGA
7 Covered Period.

8 **6. Covered Period**

9 “Covered Period” or “Release Period” means the period from October 23, 2016 through
10 October 23, 2020 for Settlement Class Members. “PAGA Covered Period” means the period
11 from October 22, 2019 through November 24, 2021 for PAGA Class Members. Employees may
12 be both a Settlement Class Member and a PAGA Class Member, but their Individual Settlement
13 Payments shall be calculated separately based upon the applicable Covered Period.

14 **7. Class Representative**

15 “Class Representative” means Plaintiff HELEN SANTOS.

16 **8. Class Representative Enhancement Payment**

17 “Class Representative Enhancement Payment” means the amount that the Court
18 authorizes to be paid to Plaintiff, in addition to Plaintiff’s Individual Settlement Payment, in
19 recognition of Plaintiff’s efforts and risks in assisting with the prosecution of the Lawsuit and in
20 return for executing a general release with Defendant.

21 **9. Compensable Work Weeks/Pay Periods**

22 “Compensable Work Weeks” means the number of weeks in which Settlement Class
23 Member(s) performed work for Defendant in the State of California, excluding vacation, leaves
24 of absence, or any gaps in employment, during the Covered Period based on Defendant’s
25 records. “Compensable Pay Periods” means the number of pay periods in which PAGA
26 Settlement Class Member(s) performed work for Defendant in the State of California, excluding
27 vacation, leaves of absence, or any gaps in employment, during the PAGA Covered Period based
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on Defendant's records.

10. Complaint

"Complaint" means the operative complaint, filed in the Action.

11. Court

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

12. Defendant

"Defendant" means Defendant AIR CULINAIRE WORLDWIDE, LLC.

13. Effective Date

"Effective Date" of the Settlement means the date on which the Court's order granting Final Approval of this Joint Stipulation becomes final. Such order becomes final upon the following events: (i) upon the Court issuing the Final Approval Order granting approval of this Settlement Agreement if no objections to the settlement are filed, or if an objection is filed but is withdrawn prior to the Court's Final Approval Hearing; or (ii) in the event there are written objections filed prior to the final approval hearing which are not thereafter withdrawn prior to the hearing, the later of the following events: (a) the day after the last day by which a notice of appeal of the order may be timely filed with the California Court of Appeal, and none is filed; (b) if an appeal is filed and is finally disposed of by ruling, dismissal, denial, or otherwise, the day after the last date for filing a request for further review of the Court of Appeal's decision passes and no further review is requested; (c) if an appeal is filed and there is a final disposition by ruling, dismissal, denial, or otherwise by the Court of Appeal, and further review of the Court of Appeal's decision is requested, the day after the request for review is denied with prejudice and/or no further review of the order can be requested; or (d) if review is accepted, the day the Supreme Court of the State of California affirms the Settlement.

14. Final Approval Hearing

"Final Approval Hearing" means the final hearing held to ascertain the fairness, reasonableness, and adequacy of the Settlement.

15. Final Approval Order

1 “Final Approval Order” means the proposed order granting final approval of the Parties’
2 settlement, in a form substantially similar to the order attached hereto as Exhibit C.

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4 **16. Final Judgment**

5 “Final Judgment” means a judgment issued by the Court approving this Agreement as
6 binding upon the Parties. The Final Judgment shall constitute a judgment respecting the Parties
7 within the meaning and for purposes of California Code of Civil Procedure sections 577, 581d,
8 and 904.1(a), and on the PAGA claims for purposes of enforcing the rule announced in *Arias v.*
9 *Superior Court*, 46 Cal. 4th 969 (2009).

10 **17. Gross Settlement Amount**

11 “Gross Settlement Amount” means the agreed upon settlement amount totaling
12 \$425,000.00 to be paid by Defendant in full settlement of the Released Claims, and includes
13 without limitation the Class Counsel Award, Class Representative Enhancement Payment
14 Individual Settlement Payments, PAGA Payment, and Settlement Administrator Costs.

15 **18. Individual Settlement Payment**

16 “Individual Settlement Payment” means the amount paid from the Net Settlement
17 Amount to a Participating Class Member, based upon his/her Compensable Work Weeks and/or
18 the amount paid from the Net Settlement Amount to a PAGA Class Member based upon his/her
19 Compensable Pay Periods.

20 **19. LWDA**

21 “LWDA” means the California Labor and Workforce Development Agency.

22 **20. Net Settlement Amount**

23 “Net Settlement Amount” means the Gross Settlement Amount, less Court-approved Class
24 Counsel Award, Class Representative Enhancement Payment, payment to the LWDA, and
25 Settlement Administration Costs.

26 **21. Notice of Class Action Settlement**

27 “Notice of Class Action Settlement” means the Notice of Pendency of Class Action
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1 Settlement and Hearing Date for Court Approval substantially in the form attached hereto as
2 Exhibit A, which shall include an approximation of each Settlement Class Member's and/or
3 **PAGA Class Member's** anticipated Individual Settlement Payment. It is the notice approved by
4 the Parties and subject to Court approval explaining the terms of this Agreement and the
5 settlement process, which the Settlement Administrator will mail to each Settlement Class
6 Member.

7 **22. PAGA**

8 "PAGA" refers to the Labor Code Private Attorneys General Act of 2004, codified at
9 Labor Code §§ 2699 et seq.

10 **23. PAGA Payment**

11 "PAGA Payment" means the payment made hereunder to the LWDA pursuant to PAGA.

12 **24. Participating Class Members**

13 "Participating Class Members" means those Class Members who did not file a valid and
14 timely Request for Exclusion pursuant to section III, paragraph 11 of this Agreement.

15 **25. Parties**

16 "Parties" means Plaintiff and Defendant, collectively, and "Party" shall mean either
17 Plaintiff or Defendant, individually.

18 **26. Payment Ratio**

19 "Payment Ratio" means the respective Compensable Work Weeks or Pay Periods during
20 which an employee worked, in proportion to the aggregate number of Compensable Work Weeks
21 or Pay Periods worked by all Settlement Class members.

22 **27. Plaintiff**

23 "Plaintiff" means Plaintiff HELEN SANTOS.

24 **28. Preliminary Approval Date**

25 "Preliminary Approval Date" means the date on which the Court issues an order granting
26 preliminary approval of the proposed in a form substantially similar to the order attached hereto
27 as Exhibit B.
28

1 **29. Released Claims**

2 “Released Claims” means any and all claims, debts, liabilities, demands, obligations,
3 penalties, guarantees, costs, expenses, attorney’s fees, damages, action or causes of action of
4 whatever kind or nature, whether known or unknown, contingent or accrued, that are alleged, or
5 that reasonably could have arisen out of the same facts alleged in the Action, including: (1)
6 Failure to Pay Wages and/or Overtime Under Labor Code §§ 510, 1194, 1194.2, and 1199; (2)
7 Failure to Provide Meal Breaks Pursuant to Labor Code §§ 226.7 and 512; (3) Failure to Provide
8 Rest Breaks Pursuant to Labor Code § 226.7; (4) Failure to Provide Accurate Itemized Wage
9 Statements Pursuant to Labor Code § 226(a); (5) Waiting Time Penalties Pursuant to Labor Code
10 § 203; (6) Violation of Business & Professions Code § 17200; and (7) penalties pursuant to
11 Labor Code §2699, et seq. based on the facts alleged in Plaintiff’s October 23, 2020 notice letter
12 to the LWDA.

13 **30. Released Parties**

14 “Released Parties” means Defendant and any of its former and present parents,
15 subsidiaries, affiliates, officers, directors, employees, partners, shareholders, attorneys, agents,
16 successors, assigns, or legal representatives.

17 **31. Request for Exclusion**

18 “Request for Exclusion” means a letter setting forth a Class Member’s name, present
19 address, and a simple statement electing to be excluded from the Settlement. **PAGA Class**
20 **Members are excluded from opting out of the PAGA Settlement Amount.**

21 **32. Response Deadline**

22 “Response Deadline” means the date sixty (60) days after the Settlement Administrator
23 mails the Notice of Class Action Settlement to Settlement Class members, which is the last date
24 on which Settlement Class members may: (a) submit a Request for Exclusion; (b) file and serve
25 objections to the settlement; or (c) dispute the information contained in the Notice of Class
26 Action Settlement.

27 **33. Settlement**

1 “Settlement” or “Settlement Agreement” means the disposition of the Lawsuit pursuant
2 to this Amended Joint Stipulation of Class Action Settlement and Release of Claims.

3 ///

4 **34. Settlement Administrator**

5 “Settlement Administrator” means the third-party company that the Parties have jointly
6 selected to be responsible for administering the Settlement. This Settlement Administrator is
7 ILYM Group, Inc.

8 **35. Settlement Administrator Costs**

9 “Settlement Administrator Costs” means the amount to be paid to the Settlement
10 Administrator from the Gross Settlement Amount for administration of this Settlement.

11 **II. RECITALS**

12 **1. Class Certification.**

13 The Parties stipulate to class certification for purposes of settlement only. If the Court
14 does not grant either preliminary or final approval of this Settlement, the Parties agree that this
15 stipulation regarding class certification will be revoked and the Parties will return to a point in
16 litigation prior to the execution of this Agreement.

17 **2. Procedural History.**

18 On October 23, 2020, Plaintiff filed a Class Action Complaint and provided written
19 notice to the California’s Labor and Workforce Development Agency (“LWDA”) regarding her
20 intent to file an action seeking civil penalties under PAGA.

21 The operative Complaint alleges claims for: (1) Failure to Pay Wages and/or Overtime
22 Under Labor Code §§ 510, 1194, 1194.2, and 1199; (2) Failure to Provide Meal Breaks Pursuant
23 to Labor Code §§ 226.7 and 512; (3) Failure to Provide Rest Breaks Pursuant to Labor Code
24 §226.7; (4) Violation of Labor Code §226(a); (5) Penalties Pursuant to Labor Code §203; and, (6)
25 Violation of Business & Professions Code § 17200.

26 Defendant will stipulate to Plaintiff filing a First Amended Complaint (“FAC”), adding a
27 PAGA claim based on the facts asserted in the October 23, 2020 notice letter and previously
28

1 alleged in the Complaint.

2 After the matter was at issue, the Parties began to engage in informal discovery to
3 understand the nature of the allegations and the scope of potential liability. Defendant provided
4 Plaintiff's counsel with pertinent data for the Class Members so that the Parties could fully-
5 investigate the claims at issue and understand their strengths and weaknesses.

6 On October 22, 2021, the Parties attended a full-day mediation with experienced mediator
7 Todd A. Smith and reached a settlement, as provided herein, to settle Plaintiff's claims on a class-
8 wide basis.

9 Defendant denies any liability or wrongdoing of any kind associated with the claims
10 asserted in Plaintiff's Complaint, disputes the damages and penalties claimed by Plaintiff, and
11 further contends that, for any purpose other than settlement, Plaintiff's claims are not appropriate
12 for class or representative action treatment. This Stipulation is a compromise of disputed claims.
13 Nothing contained in this Stipulation, no documents referred to herein, and no action taken to carry
14 out this Stipulation, shall be construed or used as an admission by or against Defendant as to the
15 merits or lack thereof of the claims asserted in this Lawsuit. Defendant contends, among other
16 things, that, at all times, it has complied with all applicable state, federal and local laws related to
17 the Settlement Class **and PAGA Class members'** employment.

18 The Class Representative is represented by Class Counsel. Class Counsel conducted an
19 investigation into the facts relevant to the Lawsuit, including reviewing documents and
20 information provided by Defendant. Based on their own independent investigation and evaluation,
21 Class Counsel is of the opinion that the Settlement with Defendant is fair, reasonable and adequate,
22 And in the best interest of the Settlement Class **and the PAGA Class** in light of all
23 known facts and circumstances, including the risks of significant delay, defenses asserted by
24 Defendant, uncertainties regarding
25 a class and representative action trial on the merits, and numerous potential appellate issues. Although
26 Defendant denies any liability, Defendant is agreeing to this Settlement solely to avoid the cost of further
27 litigation. Accordingly, the Parties and their counsel desire to fully, finally, and forever settle, compromise
28

and discharge all disputes and claims arising from or relating to the Actions on the terms set forth herein.

3. Benefits of Settlement to Class Members.

Plaintiff and Class Counsel recognize the expense and length of continued proceedings necessary to litigate their disputes through trial and through any possible appeals. Plaintiff has also taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in such litigation. Plaintiff and Class Counsel are also aware of the burdens of proof necessary to establish liability for the claims asserted in the Lawsuit, both generally and in response to Defendant's defenses thereto, and the difficulties in establishing damages for the Settlement Class and PAGA Class members. Plaintiff and Class Counsel have also taken into account Defendant's agreement to enter into a settlement that confers substantial relief upon the members of the Settlement Class and PAGA Class. Based on the foregoing, Class Counsel have concluded that settlement for the consideration and on the terms set forth in this Settlement Agreement, is fair, reasonable, and adequate and is in the best interest of the putative class in light of all known facts and circumstances, including the risk of significant delay, defenses asserted by Defendant, Defendant's financial condition, numerous potential appellate issues, and other risks inherent in litigation.

4. Defendant's Reasons for Settlement.

Defendant has concluded that any further defense of this litigation would be protracted and expensive for all Parties. Substantial amounts of Defendant's time, energy, and resources have been and, unless this Settlement is completed, will continue to be devoted to, the defense of the claims asserted by Plaintiff and Settlement Class and PAGA Class members. Defendant has also taken into account the risks of further litigation in reaching its decision to enter into this Settlement. Even though Defendant continues to contend that it is not liable for any of the claims set forth by Plaintiff in this Lawsuit, Defendant has agreed, nonetheless, to settle in the manner and upon the terms set forth in this Agreement to put to rest the claims in this Lawsuit. Defendant contends that it has complied with all applicable state, federal, and local laws.

5. Settlement of Disputed Claims.

1 This Agreement is a compromise of disputed claims. Defendant has claimed and
2 continues to claim that the Released Claims have no merit and do not give rise to liability.
3 Settlement Class and PAGA Class members have claimed and continue to claim that the
4 Released Claims have merit and give rise to liability on the part of Defendant. This Agreement is
5 a compromise of disputed claims. Nothing contained in this Agreement, no documents referred
6 to herein, and no action taken to carry out this Agreement, may be construed or used as an
7 admission by or against the Settlement Class or PAGA Class members or Class Counsel as to the
8 merits or lack thereof of the claims asserted in this Lawsuit.

9 **III. TERMS OF AGREEMENT**

10 **1. Release as To All Participating Class Members.**

11 As of the Effective Date, the Participating Class Members and all PAGA Class Members,
12 including Plaintiff, release the Released Parties from the Released Claims for the Covered
13 Period.

14 **2. Release of Claims by Plaintiff**

15 As of the Effective Date, Plaintiff releases the Released Parties from all of the Released
16 Claims during the Covered Period. Plaintiff, for herself and her heirs, successors and assigns,
17 further waives, releases, acquits and forever discharges the Released Parties from any and all
18 claims, actions, charges, complaints, grievances and causes of action, of whatever nature,
19 whether known or unknown, which exist or may exist on Plaintiff's behalf as of the date of this
20 Agreement, including, but not limited to, any and all tort claims, contract claims, wage claims,
21 wrongful termination claims, disability claims, benefit claims, public policy claims, retaliation
22 claims, statutory claims, personal injury claims, emotional distress claims, invasion of privacy
23 claims, defamation claims, fraud claims, quantum meruit claims, and any and all claims arising
24 under any federal, state or other governmental statute, law, regulation or ordinance, including,
25 but not limited to, claims for violation of the FLSA, the California Labor Code, the Wage Orders
26 of California's Industrial Welfare Commission, other state wage and hour laws, the Americans
27 with Disabilities Act, the Age Discrimination in Employment Act (ADEA), the Employee
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1 Retirement Income Security Act, Title VII of the Civil Rights Act of 1964, the California Fair
2 Employment and Housing Act, the California Family Rights Act, the Family Medical Leave Act,
3 California's Whistleblower Protection Act, California Business & Professions Code §§17200 et
4 seq., and any and all claims arising under any federal, state or other governmental statute, law,
5 regulation or ordinance.

6 Plaintiff's releases set forth herein include a waiver of all rights under California Civil
7 Code §1542, which provides:

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

15 Plaintiff may hereafter discover claims or facts in addition to, or different from, those
16 which she now knows or believes to exist, but Plaintiff expressly agrees to fully, finally and
17 forever settle and release any and all claims against the Released Parties, known or unknown,
18 suspected or unsuspected, which exist or may exist on behalf of or against the other at the time of
19 execution of this Agreement, including, but not limited to, any and all claims relating to or
20 arising from Plaintiff's employment with Defendant.

21 **3. Tax Liability and Medicare.**

22 The Parties make no representations as to the tax treatment or legal effect of the payments
23 called for hereunder, and Settlement Class and PAGA Class members are not relying on any
24 statement or representation by the Parties in this regard. Participating Class Members and PAGA
25 Class Members understand and agree that they will be responsible for the payment of taxes and
26 penalties assessed on the payments described herein and will hold the Parties free and harmless
27 from and against any claims resulting from treatment of such payments as non-taxable damages,
28 including the treatment of such payment as not subject to withholding or deduction for payroll
and employment taxes. Moreover, this Agreement is based upon a good faith determination of
the Parties to resolve a disputed claim. The Parties have not shifted responsibility of medical

1 treatment to Medicare in contravention of 42 U.S.C. Sec. 1395y(b), especially since this is
2 strictly a wage and hour case. The Parties resolved this matter in compliance with both state and
3 federal law. The Parties made every effort to adequately protect Medicare's interest and
4 incorporate such into the settlement terms. Plaintiff warrants that she is not a Medicare
5 beneficiary as of the date of this Agreement. Because Plaintiff is not a Medicare recipient as of
6 the date of this Agreement, no conditional payments have been made by Medicare.

7 **4. Circular 230 Disclaimer.**

8 Each Party to this Agreement (for purposes of this section, the "acknowledging party"
9 and each Party to this Agreement other than the acknowledging party, an "other party")
10 acknowledges and agrees that (1) no provision of this Agreement, and no written communication
11 or disclosure between or among the Parties or their attorneys and other advisers, is or was
12 intended to be, nor shall any such communication or disclosure constitute or be construed or be
13 relied upon as, tax advice within the meaning of United States Treasury Department Circular 230
14 (31 CFR Part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his,
15 her, or its own, independent legal and tax counsel for advice (including tax advice) in connection
16 with this Agreement, (b) has not entered into this Agreement based upon the recommendation of
17 any other party or any attorney or advisor to any other party, and (c) is not entitled to rely upon
18 any communication or disclosure by any attorney or adviser to any other party to avoid any tax
19 penalty that may be imposed on the acknowledging party; and (3) no attorney or adviser to any
20 other party has imposed any limitation that protects the confidentiality of any such attorney's or
21 adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure
22 by the acknowledging party of the tax treatment or tax structure of any transaction, including any
23 transaction contemplated by this Agreement.

24 **5. Preliminary Approval of Settlement.**

25 Plaintiff will move the Court to grant preliminary approval of this Settlement, certifying
26 the Settlement Class for settlement purposes only and setting a date for a final approval hearing.
27 All Parties agree to work diligently and cooperatively to have this Settlement presented to the
28

1 Court for preliminary approval. The proposed preliminary approval order shall provide for the
2 Notice of Class Action Settlement to be sent to Settlement Class members as specified herein.

3 **6. Settlement Administrator.**

4 Upon the Court signing the order granting preliminary approval of this Agreement,
5 Defendant shall provide the Settlement Administrator with the Class Information for purposes of
6 mailing the Notice of Class Action Settlement to the Settlement Class members within fifteen
7 (15) days. No later than three (3) days after receipt of the Class Information, the Settlement
8 Administrator shall notify counsel for the Parties that the list has been received and state the
9 number of Settlement Class members.

10 **7. Notice by First Class U.S. Mail.**

11 Upon receipt of the Class Information, the Settlement Administrator will perform a
12 search based on the National Change of Address Database to update and correct any known or
13 identifiable address changes. Within fifteen (15) days of receipt of the Class Data, the
14 Settlement Administrator shall mail copies of the Notice of Class Action Settlement to all
15 Settlement Class Members and PAGA Class Members via regular First-Class U.S. Mail. The
16 Settlement Administrator shall exercise its best judgment to determine the current mailing
17 address for each Settlement Class and PAGA Class Member, including performing a skip-trace
18 to identify any updated addresses. The address identified by the Settlement Administrator as the
19 current mailing address shall be presumed to be the best mailing address for each Settlement
20 Class and PAGA Class Member.

21 **8. Undeliverable Notices.**

22 Any Notice of Class Action Settlement returned to the Settlement Administrator as
23 undeliverable on or before the Response Deadline shall be re-mailed once to the forwarding
24 address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall
25 promptly attempt to determine a correct address by use of skip-tracing, or other search using the
26 name, address and/or social security number of the Settlement Class or PAGA Class Member
27 whose notice was undeliverable, and shall then re-mail all returned, undelivered mail within ten
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(10) days of receiving notice that a notice was undeliverable. Settlement Class or **PAGA Class** Members who receive a re- mailed Notice of Class Action Settlement shall have their Response Deadline extended twenty (20) days from the original Response Deadline.

9. Disputes Regarding Individual Settlement Payments.

Settlement Class and **PAGA Clsas** Members will have the opportunity, should they disagree with Defendant's records regarding the dates of employment stated on their Notice of Class Action Settlement, to provide documentation and/or an explanation to show contrary information by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Individual Settlement Payment shall be binding upon the Settlement Class and **PAGA Class** Members and the Parties. In the absence of circumstances indicating fraud, manipulation or destruction, Defendant's records will be given a rebuttable presumption of accuracy.

10. Disputes Regarding Administration of Settlement.

Any disputes not resolved by the Settlement Administrator concerning the administration of the Settlement will be resolved by the Court, under the laws of the State of California. Prior to any such involvement of the Court, counsel for the Parties will confer in good faith to resolve the disputes without the necessity of involving the Court.

11. Exclusions.

The Notice of Class Action Settlement shall state that Settlement Class members who wish to exclude themselves from the Settlement must submit a written Request for Exclusion by the Response Deadline. The Request for Exclusion: (1) must contain the name, address, and telephone number of the Settlement Class Member requesting exclusion; (2) must contain a statement expressing that the Settlement Class Member elects to be excluded from the Settlement; (3) must be signed by the Settlement Class Member; and (4) must be postmarked or

1 fax stamped by the Response Deadline and returned to the Settlement Administrator at the
2 specified address or fax number. The Request for Exclusion will be deemed invalid if it does not
3 contain a Settlement Class Member's name, address, telephone number, and signature. The date
4 of the postmark on the return mailing envelope or fax stamp on the Request for Exclusion shall
5 be the exclusive means used to determine whether a Request for Exclusion has been timely
6 submitted. Any Settlement Class Member who requests to be excluded from the Settlement Class
7 will not be entitled to any recovery under the Settlement and will not be bound by the terms of
8 the Settlement or have any right to object, appeal, or comment thereon. Settlement Class
9 members who fail to submit a valid and timely Request for Exclusion on or before the Response
10 Deadline shall be bound by all terms of the Settlement and any Final Judgment entered in this
11 Lawsuit if the Settlement is approved by the Court. No later than seven (7) calendar days after
12 the Response Deadline, the Settlement Administrator shall provide counsel for the Parties with a
13 complete list of all members of the Settlement Class who have timely submitted a Request for
14 Exclusion.

15 **12. Objections.**

16 The Notice of Class Action Settlement shall state that Settlement Class members who
17 wish to object to the Settlement may do so in person at the Final Approval Hearing and/or in
18 writing. Any written objection ("Notice of Objection") must be mailed to the Settlement
19 Administrator by the Response Deadline. The date of mailing on the envelope shall be deemed
20 the exclusive means for determining that a Notice of Objection was timely received. The Notice
21 of Objection must be signed by the Settlement Class Member and state: (1) the full name of the
22 Settlement Class Member; (2) the dates of employment of the Settlement Class Member; (3) the
23 basis for the objection; and (4) if the Settlement Class Member intends to appear at the final
24 approval hearing. Class Counsel will ensure that any Notice of Objection received by the
25 Settlement Administrator by the Response Deadline are filed with the Court along with the
26 Motion for Final Approval. Either of the Parties may file a responsive document to any objection
27 before the Final Approval Hearing. Any attorney who will represent an individual objecting to
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1 this Settlement who has not filed a written objection must file a notice of appearance with the
2 Court and serve Class Counsel and counsel for Defendant no later than the Response Period
3 Deadline. Class Counsel shall not represent any Settlement Class members with respect to any
4 such objections. Any Class Member who fails to submit a timely written objection or to present
5 an objection in person at the Final Approval Hearing shall be deemed to have waived any
6 objections and shall be foreclosed from making any objection to the Settlement whether by
7 appeal or otherwise.

8 **13. No Solicitation of Settlement Objections or Exclusions.**

9 The Parties agree to use their best efforts to carry out the terms of this Settlement. At no
10 time shall any of the Parties or their counsel seek to solicit or otherwise encourage Settlement
11 Class members to submit either written objections to the Settlement or requests for exclusion
12 from the Settlement, or to appeal from the Court's Final Judgment.

13 **14. Funding and Allocation of Gross Settlement Amount.**

14 No later than fifteen (15) days after the Effective Date, Defendant shall provide the Gross
15 Settlement Amount to the Settlement Administrator to fund the Settlement, as set forth in this
16 Agreement. Defendant will not be obligated to make any payments contemplated by this
17 Agreement unless and until the Court enters the Final Approval Order and Final Judgment, and
18 after the Effective Date of the Agreement.

19 **15. Net Settlement Amount.**

20 The Net Settlement Amount will be determined by the Settlement Administrator by
21 subtracting the Class Counsel Award, Class Representative Enhancement Payment, PAGA
22 Payment, and Settlement Administrator Costs from the Gross Settlement Amount. The
23 anticipated Net Settlement Amount is \$228,833.33. The Parties estimate the amount of the Net
24 Settlement Amount as follows:

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1 ///

Gross Settlement Amount:	\$	425,000.00
Class Representative Enhancement Payment:	\$	5,000.00
Class Counsel Fees:	\$	141,666.67
Class Counsel Costs:	\$	12,000.00
PAGA Payment	\$	30,000.00
<i>(\$22,500.00 to the LWDA and \$7,500.00 ("Net PAGA Settlement Amount") to be disbursed to the PAGA Class Members calculated by the Payment Ratio)</i>		
Settlement Administrator Costs:	\$	15,000.00
Net Settlement Amount	\$	228,833.33

This is a non-reversionary Settlement in which Defendant is required to pay the entire Gross Settlement Amount, which includes, the Class Counsel Award, Class Representative Enhancement Payment, Individual Settlement Payments, PAGA Payment, and Settlement Administrator Costs. No portion of the Gross Settlement Amount will revert to Defendant. Defendant's share of payroll taxes and other required withholdings from Individual Settlement Payments, including but not limited to Defendant's FICA and FUTA contributions, shall be paid separately from, and in addition to, the Gross Settlement Amount.

16. Individual Settlement Payments.

Individual Settlement Payments, **except for PAGA Individual Settlement Payments**, will be paid from the Net Settlement Amount and shall be paid pursuant to the settlement formula set forth herein. **PAGA Individual Settlement Payments shall be made from the calculated Net PAGA Settlement Amount, or \$7,500.00.** Individual Settlement Payments shall be mailed by regular First-Class U.S. Mail to each Participating Class or PAGA Member's last known mailing address within seven calendar days after Defendant makes the final settlement payment. All

Individual Settlement Payments will be allocated as follows: twenty percent (20%) as wages, 40 percent (40%) as interest, and forty percent (40%) as statutory penalties.

17. Class Member's Payment Ratio.

Participating Class Members and **PAGA Class Members** will be paid on a pro-rata basis. A Participating Class Member's Individual Settlement Payment will be based on the number of Compensable Workweeks during which s/he worked in proportion to the aggregate number of workweeks worked by all Settlement Class members. **PAGA Class Member's Individual Settlement Payment will be based on the number of Compensable Pay Periods during which s/he worked in proportion to the aggregate number of Pay Periods worked by all PAGA Class members during the PAGA Covered Period.**

18. Payment to Class Member.

Checks shall be made payable to each Participating Class Member for payment of each Participating Class Member's Individual Settlement Payment as set forth in paragraph 16 of this Agreement.

19. Form of Payment to Class Member.

The Individual Settlement Payment amount due to each Participating Class Member shall be paid in the form of a check to each Participating Class Member.

20. Unclaimed Settlement Payment(s).

After one hundred and sixty (160) days of the mailing of the Individual Settlement Payment checks, funds attributable to unclaimed, undeliverable, or expired Individual Settlement Payment checks will be transmitted to the State of California Office of the Controller Unclaimed Property Fund in the name of the Participating Class Member who did not cash his/her Settlement check. The Parties agree to coordinate their efforts to seek Court approval for such an escheatment process of uncashed funds. If, for some reason, the Court does not approve the escheatment of uncashed funds, the Parties agree to proceed pursuant to California Code of Civil Procedure section 384, distribute uncashed funds as described therein, and agree upon the non-profit Bet Tzedek Legal Services as the cy pres designee pursuant to Code of Civil Procedure section 384(b)(3)(C).

21. Class Representative Enhancement Payment.

1 Plaintiff will request that the Court approve a Class Representative Enhancement
2 Payment of up to \$5,000.00. Subject to Court approval, in exchange for the release of all
3 Released Claims and for their time and effort in bringing and prosecuting this matter, Plaintiff
4 shall be paid a Class Representative Enhancement Payment of up to \$5,000.00. The Class
5 Representative Enhancement Payment shall be paid to Plaintiff from the Gross Settlement
6 Amount within ten (10) calendar days after Defendant makes the final settlement payment. The
7 Settlement Administrator shall issue an IRS Form 1099 – MISC to Plaintiff for her respective
8 Class Representative Enhancement Payment. Plaintiff shall be solely and legally responsible to
9 pay any and all applicable taxes on her Class Representative Enhancement Payment and shall
10 hold harmless Defendant and Class Counsel from any claim or liability for taxes, penalties, or
11 interest arising as a result of the Class Representative Enhancement Payment. The Class
12 Representative Enhancement Payment shall be in addition to the Plaintiff's Individual Settlement
13 Payment as a Settlement Class Member. Any amount requested by Plaintiff for the Class
14 Representative Enhancement Payment and not granted by the Court shall return to the Net
15 Settlement Amount and be distributed to Participating Class Members as provided in this
16 Agreement.

16 **22. Class Counsel Award.**

17 Class Counsel will request that the Court approve attorneys' fees in the amount of up to
18 thirty-three and one-third percent (33.33%) (\$141,666.67) of the Gross Settlement Amount
19 (\$141,666.67). Class Counsel will request that the Court approve the reimbursement of any
20 litigation costs or expenses associated with Class Counsel's prosecution of this matter from the
21 Gross Settlement Amount not to exceed \$12,000.00. So long as there are no objections, Class
22 Counsel shall be paid any Court-approved fees and costs no later than ten (10) calendar days
23 after Defendant makes the final settlement payment. Class Counsel shall be solely and legally
24 responsible to pay all applicable taxes on the payment made pursuant to this paragraph. The
25 Settlement Administrator shall issue an IRS Form 1099 – MISC to Class Counsel for the
26 payments made pursuant to this paragraph. This Settlement is not contingent upon the Court
27 awarding Class Counsel any particular amount in attorneys' fees and costs. Any amount
28 requested by Class Counsel for the Class Counsel Award and not granted by the Court shall

1 return to the Net Settlement Amount and be distributed to Participating Class Members as
2 provided in this Agreement.

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5 **23. Settlement Administrator Costs.**

6 The Parties agree to allocate up to \$15,000.00 of the Gross Settlement Amount for
7 Settlement Administrator Costs. The Settlement Administrator shall have the authority and
8 obligation to make payments, credits and disbursements to Settlement Class and PAGA Class
9 members in the manner set forth herein, calculated in accordance with the methodology set out in
10 this Agreement and orders of the Court. The Parties agree to cooperate in the Settlement
11 administration process and to make all reasonable efforts to control and minimize the cost and
12 expenses incurred in administration of the Settlement.

13 **24. Responsibilities of the Settlement Administrator.**

14 The Settlement Administrator shall be responsible for the following: processing and
15 mailing payments to Plaintiff, Class Counsel, PAGA Class Members, and Participating Class
16 Members; printing, and mailing the Notice of Class Action Settlement and tax forms to the
17 PAGA Class Members and Participating Class Members as directed by the Court; receiving and
18 reporting the requests for exclusion and objections submitted by Settlement Class members;
19 providing declaration(s) as necessary in support of preliminary and/or final approval of this
20 Settlement; and other tasks as the Parties mutually agree or the Court orders the Settlement
21 Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised
22 of the performance of all Settlement Administrator responsibilities.

23 **25. Settlement Administrator Fees.**

24 The Settlement Administrator shall be paid the Settlement Administrator Costs within ten
25 (10) calendar days after Defendant makes the final settlement payment.

26 **26. Payment to the LWDA.**

27 A total payment of \$30,000.00 from the Gross Settlement Amount will be allocated as the
28 PAGA Payment to be paid as penalties under the Labor Code Private Attorneys General Act of

2004, to the LWDA. Seventy-five percent (75%) of the PAGA Payment will be paid to the LWDA and the remaining twenty-five (25%) shall be distributed to the PAGA Class Members as described in Paragraph 17.

27. Final Approval Hearing and Entry of Final Judgment.

Upon expiration of the Response Deadline, with the Court's permission, a final approval hearing shall be conducted to determine final approval of the Settlement along with the amount properly payable for: (i) the Class Counsel Award; (ii) the Class Representative Enhancement Payment; (iii) the total amount of Individual Settlement Payments; (iv) the Settlement Administrator Costs; and (v) PAGA Payment.

28. Final Approval Order.

Plaintiff will request, and Defendant will concur in said request, that the Court enter, after the Final Approval Hearing, a Final Approval Order in the form attached hereto as Exhibit B. Plaintiff will request that the Final Approval Order certify the Settlement Class; find that this Agreement is fair, just, adequate, and in the best interests of the Class; and require the Parties to carry out the provisions of this Agreement.

29. Nullification of Settlement Agreement.

In the event: (i) the Court denies preliminary approval of the Settlement; (ii) the Court denies final approval of the Settlement; (iii) the Court refuses to enter a Final Judgement as provided herein; or (iv) the Settlement does not become final for any other reason, this Settlement Agreement shall be null and void and any order or judgement entered by the Court in furtherance of this Settlement shall be treated as void from the beginning. To the extent the total number of opt outs exceed 10%, Defendant has the option to nullify this settlement within ten (10) court days of the last day of the response period via a written notice to Plaintiff's counsel. If one or more of such events occur causing the Settlement Agreement to become null and void, the Parties shall proceed in all respects as if this Agreement had not been executed, except that any fees already incurred by the Settlement Administrator shall be paid by the party terminating the Settlement or Defendant will be solely responsible for the costs incurred for the settlement

administration should it exercise its' option to nullify this agreement. The return of any paid Settlement funds to Defendant shall occur no later than five (5) business days after one or more of the triggering events leading to nullification occurs. In the event an appeal is filed from the Court's Final Judgment, or any other appellate review is sought, administration of the Settlement shall be stayed pending final resolution of the appeal or other appellate review, but any fees incurred by the Settlement Administrator prior to it being notified of the filing of an appeal from the Court's Final Judgment, or any other appellate review, shall be paid to the Settlement Administrator by Defendant within thirty (30) days of said notification.

30. Increase in Class Members.

It was represented to Class Counsel that the Settlement Class is estimated to be 194 people. Upon receipt of the Class Data, the Settlement Administrator shall confirm to Plaintiff that the Class Data is consistent with these representations. To the extent the number of Settlement Class members increases beyond 194 by more than 5%, Defendant shall have the option to increase the Gross Settlement Amount by a proportionate amount. For example, if the number of Settlement Class members increases by 7%, Defendant shall increase the Gross Settlement Amount by 7%. If the increase causes an increase of the cost of Settlement Administration beyond the amount that has been approved by the Court, Defendant shall separately bear the increased cost of Settlement Administration outside of the Gross Settlement Amount. If Defendant fails to increase the Gross Settlement Amount proportionately or remit payment of the increased cost of Settlement Administration, Plaintiff shall have the right to terminate this Agreement and the Parties will be restored to their positions prior to the Settlement and the Settlement shall be null and void.

31. No Effect on Employee Benefits.

Amounts paid to Plaintiff or other Settlement Class members pursuant to this Agreement shall be deemed not to be pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any of the employee benefits (e.g., vacations, holiday pay, retirement plans, etc.) of Plaintiff, **PAGA Class Members** or Settlement Class members.

1 **32. No Admission by Defendant.**

2 Defendant denies any and all claims alleged in this Lawsuit and deny all wrongdoing
3 whatsoever. This Agreement is not a concession or admission and shall not be used against
4 Defendant as an admission or indication with respect to any claim of any fault, concession, or
5 omission by Defendant.

6 **33. Exhibits and Headings.**

7 The terms of this Agreement include the terms set forth in any attached Exhibits, which
8 are incorporated by this reference as though fully set forth herein. Any Exhibits to this
9 Agreement are an integral part of the Settlement. The descriptive headings of any paragraphs or
10 sections of this Agreement are inserted for convenience of reference only and do not constitute a
11 part of this Agreement.

12 **34. Interim Stay of Proceedings.**

13 Upon full execution of this Agreement, the Parties agree that based upon Code of Civil
14 Procedure §583.310 (“the 5-year rule”), the Lawsuit shall be stayed in its entirety except for the
15 proceedings necessary to implement and complete the Settlement. If this agreement becomes
16 nullified pursuant to Paragraph 29 above, the stay will be terminated as of the date the agreement
17 becomes void.

18 **35. Amendment or Modification.**

19 This Agreement may be amended or modified only by a written instrument signed by
20 counsel for all Parties or their successors-in-interest.

21 **36. Entire Agreement.**

22 Apart from the fully executed Memorandum of Understanding, which the Parties
23 specifically agree to integrate herein, this Agreement and any attached Exhibits constitute the
24 entire Agreement among these Parties, and no oral or written representations, warranties, or
25 inducements have been made to any Party concerning this Agreement or its Exhibits other than
26 the representations, warranties, and covenants contained and memorialized in the Agreement and
27 its Exhibits. The Parties are entering into this Agreement based solely on the representations and
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warranties herein and not based on any promises, representation, and/or warranties not found herein.

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37. Authorization to Enter into Settlement Agreement.

Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate actions required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to affect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement. The persons signing this Agreement on behalf of Defendant represent and warrant that they are authorized to sign this Agreement on behalf of Defendant. Plaintiff represents and warrants that she is authorized to sign this Agreement and that she does have not assigned any claim, or part of a claim, covered by this Settlement to a third- party.

38. Binding on Successors and Assigns.

This Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

39. California Law Governs.

All terms of this Agreement and the Exhibit hereto shall be governed by and interpreted according to the laws of the State of California.

40. Counterparts.

This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument.

41. Jurisdiction of the Court.

Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the settlement embodied in this Agreement and all orders and judgments entered in connection therewith. All terms of this Agreement are subject to approval by the Court.

42. Invalidity of Any Provision.

Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

1 WHEREFORE, Plaintiff, on behalf of herself and the Settlement Class members, and Defendant has executed this Agreement as of the dates set forth below

IT IS SO AGREED:

Date: _____

By: _____

Helena Santos

Date: _____

By: _____

AIR CULINAIRE WORLDWIDE, LLC

Its: _____

1
2
3
4 **APPROVED AS TO FORM AND CONTENT:**

5 Dated: _____
6

KINGSLEY & KINGSLEY APC

7 By: _____
8

Eric B. Kingsley

Kelsey M. Szamet

9 Attorneys for Plaintiff Helen Santos and the
10 Proposed Class

11
12 Dated: _____
13

O'HAGAN MEYER

14 By: _____
15

Clint D. Robison

16 Angeli C. Aragon

Samantha L. Squillante

17 Attorneys for Defendant

18 Air Culinaire Worldwide, L
19
20
21
22
23
24
25
26
27
28

EXHIBIT "2"

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Attorneys for Defendant
Air Culinaire Worldwide, LLC

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

HELEN SANTOS, an individual, on behalf of
herself and others similarly situated,

PLAINTIFF,

v.

AIR CULINAIRE WORLDWIDE, LLC; and
DOES 1 thru 50, inclusive,

DEFENDANTS.

CASE NO. 20STCV40648

[Case Assigned for All Purposes to Hon.
William F. Highberger in Dept. 10]

**AMENDED JOINT STIPULATION OF
CLASS ACTION SETTLEMENT AND
RELEASE OF CLAIMS**

*[Filed concurrently with Declaration of Kelsey
M. Szamet and Proposed Order]*

This Joint Stipulation of Class Action Settlement and Release of Claims is entered into by
and between Plaintiff HELEN SANTOS, individually and on behalf of the Settlement Class, the
PAGA Class, and the State of California, as a private attorney general, on the one hand, and

1 Defendant AIR CULINAIRE WORLDWIDE, LLC on the other hand.

2 This Amended Joint Stipulation of Class Action Settlement and Release of Claims shall
3 be binding

4 on Plaintiff, the current and former employees she seeks to represent, the Settlement Class, the
5 PAGA Class and on

6 Defendant and subject to the definitions, recitals, and terms set forth herein and the
7 approval of the Court.

8 **I. DEFINITIONS**

9 **1. Action**

10 “Action” or “Lawsuit” means the civil action filed in the Superior Court of the State of
11 California for the County of Los Angeles, entitled HELEN SANTOS, an individual, on behalf of
12 herself and others similarly situated, Plaintiff v. AIR CULINAIRE WORLDWIDE, LLC, and
13 Does 1 thru 50, inclusive, Defendants, Case No. 20STCV40648 filed on October 23, 2020.

14 **2. Class Counsel**

15 “Class Counsel” means Kingsley & Kingsley, APC, who, subject to Court approval, shall
16 act as counsel for the Settlement Class and the PAGA Class.

17 **3. Class Counsel Award**

18 “Class Counsel Award” means attorneys’ fees for Class Counsel’s litigation and
19 resolution of this Lawsuit, and Class Counsel’s expenses and legal costs incurred in connection
20 with this Lawsuit.

21 **4. Class Information**

22 “Class Information” or “Class Data” means information regarding Settlement Class
23 members and PAGA Class members that Defendant will in good faith compile from their records
24 and provide to the Settlement Administrator. It shall be formatted as a Microsoft Excel
25 spreadsheet and shall include: each Settlement or PAGA Class Member’s full name; last known
26 address; last known home telephone number; social security number; dates of employment, and
27 Compensable Work Weeks.

1 **5. Class Members or Settlement Class Members**

2 “Class Members” or “Settlement Class Members” means all persons who are employed or
3 have been employed as an hourly employee by Defendant in the State of California during the
4 Covered Period. “PAGA Class Members” means all persons who are employed or have been
5 employed as an hourly employee by Defendant in the State of California during the PAGA
6 Covered Period.

7 **6. Covered Period**

8 “Covered Period” or “Release Period” means the period from October 23, 2016 through
9 October 23, 2020 for Settlement Class Members. “PAGA Covered Period” means the period
10 from October 22, 2019 through November 24, 2021 for PAGA Class Members. Employees may
11 be both a Settlement Class Member and a PAGA Class Member, but their Individual Settlement
12 Payments shall be calculated separately based upon the applicable Covered Period.

13 **7. Class Representative**

14 “Class Representative” means Plaintiff HELEN SANTOS.

15 **8. Class Representative Enhancement Payment**

16 “Class Representative Enhancement Payment” means the amount that the Court
17 authorizes to be paid to Plaintiff, in addition to Plaintiff’s Individual Settlement Payment, in
18 recognition of Plaintiff’s efforts and risks in assisting with the prosecution of the Lawsuit and in
19 return for executing a general release with Defendant.

20 **9. Compensable Work Weeks/Pay Periods**

21 “Compensable Work Weeks” means the number of weeks in which Settlement Class
22 Member(s) performed work for Defendant in the State of California, excluding vacation, leaves
23 of absence, or any gaps in employment, during the Covered Period based on Defendant’s
24 records. “Compensable Pay Periods” means the number of pay periods in which PAGA
25 Settlement Class Member(s) performed work for Defendant in the State of California, excluding
26 vacation, leaves of absence, or any gaps in employment, during the PAGA Covered Period based
27 on Defendant’s records.

1 **10. Complaint**

2 “Complaint” means the operative complaint, filed in the Action.

3 **11. Court**

4 “Court” means the Superior Court for the County of Los Angeles, State of California.

5 **12. Defendant**

6 “Defendant” means Defendant AIR CULINAIRE WORLDWIDE, LLC.

7 **13. Effective Date**

8 “Effective Date” of the Settlement means the date on which the Court’s order granting
9 Final Approval of this Joint Stipulation becomes final. Such order becomes final upon the
10 following events: (i) upon the Court issuing the Final Approval Order granting approval of this
11 Settlement Agreement if no objections to the settlement are filed, or if an objection is filed but is
12 withdrawn prior to the Court’s Final Approval Hearing; or (ii) in the event there are written
13 objections filed prior to the final approval hearing which are not thereafter withdrawn prior to the
14 hearing, the later of the following events: (a) the day after the last day by which a notice of
15 appeal of the order may be timely filed with the California Court of Appeal, and none is filed; (b)
16 if an appeal is filed and is finally disposed of by ruling, dismissal, denial, or otherwise, the day
17 after the last date for filing a request for further review of the Court of Appeal’s decision passes
18 and no further review is requested; (c) if an appeal is filed and there is a final disposition by
19 ruling, dismissal, denial, or otherwise by the Court of Appeal, and further review of the Court of
20 Appeal’s decision is requested, the day after the request for review is denied with prejudice
21 and/or no further review of the order can be requested; or (d) if review is accepted, the day the
22 Supreme Court of the State of California affirms the Settlement.

23 **14. Final Approval Hearing**

24 “Final Approval Hearing” means the final hearing held to ascertain the fairness,
25 reasonableness, and adequacy of the Settlement.

26 **15. Final Approval Order**

27 “Final Approval Order” means the proposed order granting final approval of the Parties’
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1 settlement, in a form substantially similar to the order attached hereto as Exhibit C.

2 **16. Final Judgment**

3 “Final Judgment” means a judgment issued by the Court approving this Agreement as
4 binding upon the Parties. The Final Judgment shall constitute a judgment respecting the Parties
5 within the meaning and for purposes of California Code of Civil Procedure sections 577, 581d,
6 and 904.1(a), and on the PAGA claims for purposes of enforcing the rule announced in *Arias v.*
7 *Superior Court*, 46 Cal. 4th 969 (2009).

8 **17. Gross Settlement Amount**

9 “Gross Settlement Amount” means the agreed upon settlement amount totaling
10 \$425,000.00 to be paid by Defendant in full settlement of the Released Claims, and includes
11 without limitation the Class Counsel Award, Class Representative Enhancement Payment
12 Individual Settlement Payments, PAGA Payment, and Settlement Administrator Costs.

13 **18. Individual Settlement Payment**

14 “Individual Settlement Payment” means the amount paid from the Net Settlement
15 Amount to a Participating Class Member, based upon his/her Compensable Work Weeks and/or
16 the amount paid from the Net Settlement Amount to a PAGA Class Member based upon his/her
17 Compensable Pay Periods.

18 **19. LWDA**

19 “LWDA” means the California Labor and Workforce Development Agency.

20 **20. Net Settlement Amount**

21 “Net Settlement Amount” means the Gross Settlement Amount, less Court-approved Class
22 Counsel Award, Class Representative Enhancement Payment, payment to the LWDA, and
23 Settlement Administration Costs.

24 **21. Notice of Class Action Settlement**

25 “Notice of Class Action Settlement” means the Notice of Pendency of Class Action
26 Settlement and Hearing Date for Court Approval substantially in the form attached hereto as
27 Exhibit A, which shall include an approximation of each Settlement Class Member’s and/or
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PAGA Class Member’s anticipated Individual Settlement Payment. It is the notice approved by the Parties and subject to Court approval explaining the terms of this Agreement and the settlement process, which the Settlement Administrator will mail to each Settlement Class Member.

22. PAGA

“PAGA” refers to the Labor Code Private Attorneys General Act of 2004, codified at Labor Code §§ 2699 et seq.

23. PAGA Payment

“PAGA Payment” means the payment made hereunder to the LWDA pursuant to PAGA.

24. Participating Class Members

“Participating Class Members” means those Class Members who did not file a valid and timely Request for Exclusion pursuant to section III, paragraph 11 of this Agreement.

25. Parties

“Parties” means Plaintiff and Defendant, collectively, and “Party” shall mean either Plaintiff or Defendant, individually.

26. Payment Ratio

“Payment Ratio” means the respective Compensable Work Weeks or Pay Periods during which an employee worked, in proportion to the aggregate number of Compensable Work Weeks or Pay Periods worked by all Settlement Class members.

27. Plaintiff

“Plaintiff” means Plaintiff HELEN SANTOS.

28. Preliminary Approval Date

“Preliminary Approval Date” means the date on which the Court issues an order granting preliminary approval of the proposed in a form substantially similar to the order attached hereto as Exhibit B.

29. Released Claims

“Released Claims” means any and all claims, debts, liabilities, demands, obligations,

penalties, guarantees, costs, expenses, attorney's fees, damages, action or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, that are alleged, or that reasonably could have arisen out of the same facts alleged in the Action, including: (1) Failure to Pay Wages and/or Overtime Under Labor Code §§ 510, 1194, 1194.2, and 1199; (2) Failure to Provide Meal Breaks Pursuant to Labor Code §§ 226.7 and 512; (3) Failure to Provide Rest Breaks Pursuant to Labor Code § 226.7; (4) Failure to Provide Accurate Itemized Wage Statements Pursuant to Labor Code § 226(a); (5) Waiting Time Penalties Pursuant to Labor Code § 203; (6) Violation of Business & Professions Code § 17200; and (7) penalties pursuant to Labor Code § 2699, et seq. based on the facts alleged in Plaintiff's October 23, 2020 notice letter to the LWDA.

30. Released Parties

"Released Parties" means Defendant and any of its former and present parents, subsidiaries, affiliates, officers, directors, employees, partners, shareholders, attorneys, agents, successors, assigns, or legal representatives.

31. Request for Exclusion

"Request for Exclusion" means a letter setting forth a Class Member's name, present address, and a simple statement electing to be excluded from the Settlement. PAGA Class Members are excluded from opting out of the PAGA Settlement Amount.

32. Response Deadline

"Response Deadline" means the date sixty (60) days after the Settlement Administrator mails the Notice of Class Action Settlement to Settlement Class members, which is the last date on which Settlement Class members may: (a) submit a Request for Exclusion; (b) file and serve objections to the settlement; or (c) dispute the information contained in the Notice of Class Action Settlement.

33. Settlement

"Settlement" or "Settlement Agreement" means the disposition of the Lawsuit pursuant to this Amended Joint Stipulation of Class Action Settlement and Release of Claims.

1 **34. Settlement Administrator**

2 “Settlement Administrator” means the third-party company that the Parties have jointly
3 selected to be responsible for administering the Settlement. This Settlement Administrator is
4 ILYM Group, Inc.

5 **35. Settlement Administrator Costs**

6 “Settlement Administrator Costs” means the amount to be paid to the Settlement
7 Administrator from the Gross Settlement Amount for administration of this Settlement.

8 **II. RECITALS**

9 **1. Class Certification.**

10 The Parties stipulate to class certification for purposes of settlement only. If the Court
11 does not grant either preliminary or final approval of this Settlement, the Parties agree that this
12 stipulation regarding class certification will be revoked and the Parties will return to a point in
13 litigation prior to the execution of this Agreement.

14 **2. Procedural History.**

15 On October 23, 2020, Plaintiff filed a Class Action Complaint and provided written
16 notice to the California’s Labor and Workforce Development Agency (“LWDA”) regarding her
17 intent to file an action seeking civil penalties under PAGA.

18 The operative Complaint alleges claims for: (1) Failure to Pay Wages and/or Overtime
19 Under Labor Code §§ 510, 1194, 1194.2, and 1199; (2) Failure to Provide Meal Breaks Pursuant
20 to Labor Code §§ 226.7 and 512; (3) Failure to Provide Rest Breaks Pursuant to Labor Code
21 §226.7; (4) Violation of Labor Code §226(a); (5) Penalties Pursuant to Labor Code §203; and, (6)
22 Violation of Business & Professions Code § 17200.

23 Defendant will stipulate to Plaintiff filing a First Amended Complaint (“FAC”), adding a
24 PAGA claim based on the facts asserted in the October 23, 2020 notice letter and previously
25 alleged in the Complaint.

26 After the matter was at issue, the Parties began to engage in informal discovery to
27 understand the nature of the allegations and the scope of potential liability. Defendant provided
28

1 Plaintiff's counsel with pertinent data for the Class Members so that the Parties could fully-
2 investigate the claims at issue and understand their strengths and weaknesses.

3 On October 22, 2021, the Parties attended a full-day mediation with experienced mediator
4 Todd A. Smith and reached a settlement, as provided herein, to settle Plaintiff's claims on a class-
5 wide basis.

6 Defendant denies any liability or wrongdoing of any kind associated with the claims
7 asserted in Plaintiff's Complaint, disputes the damages and penalties claimed by Plaintiff, and
8 further contends that, for any purpose other than settlement, Plaintiff's claims are not appropriate
9 for class or representative action treatment. This Stipulation is a compromise of disputed claims.
10 Nothing contained in this Stipulation, no documents referred to herein, and no action taken to carry
11 out this Stipulation, shall be construed or used as an admission by or against Defendant as to the
12 merits or lack thereof of the claims asserted in this Lawsuit. Defendant contends, among other
13 things, that, at all times, it has complied with all applicable state, federal and local laws related to
14 the Settlement Class and PAGA Class members' employment.

15 The Class Representative is represented by Class Counsel. Class Counsel conducted an
16 investigation into the facts relevant to the Lawsuit, including reviewing documents and
17 information provided by Defendant. Based on their own independent investigation and evaluation,
18 Class Counsel is of the opinion that the Settlement with Defendant is fair, reasonable and adequate,
19 And in the best interest of the Settlement Class and the PAGA Class in light of all
20 known facts and circumstances, including the risks of significant delay, defenses asserted by
21 Defendant, uncertainties regarding
22 a class and representative action trial on the merits, and numerous potential appellate issues. Although
23 Defendant denies any liability, Defendant is agreeing to this Settlement solely to avoid the cost of further
24 litigation. Accordingly, the Parties and their counsel desire to fully, finally, and forever settle, compromise
25 and discharge all disputes and claims arising from or relating to the Actions on the terms set forth herein.

26 **3. Benefits of Settlement to Class Members.**

27 Plaintiff and Class Counsel recognize the expense and length of continued proceedings
28

1 necessary to litigate their disputes through trial and through any possible appeals. Plaintiff has
2 also taken into account the uncertainty and risk of the outcome of further litigation, and the
3 difficulties and delays inherent in such litigation. Plaintiff and Class Counsel are also aware of
4 the burdens of proof necessary to establish liability for the claims asserted in the Lawsuit, both
5 generally and in response to Defendant's defenses thereto, and the difficulties in establishing
6 damages for the Settlement Class and PAGA Class members. Plaintiff and Class Counsel have
7 also taken into account Defendant's agreement to enter into a settlement that confers substantial
8 relief upon the members of the Settlement Class and PAGA Class. Based on the foregoing, Class
9 Counsel have concluded that settlement for the consideration and on the terms set forth in this
10 Settlement Agreement, is fair, reasonable, and adequate and is in the best interest of the putative
11 class in light of all known facts and circumstances, including the risk of significant delay,
12 defenses asserted by Defendant, Defendant's financial condition, numerous potential appellate
13 issues, and other risks inherent in litigation.

14 **4. Defendant's Reasons for Settlement.**

15 Defendant has concluded that any further defense of this litigation would be protracted
16 and expensive for all Parties. Substantial amounts of Defendant's time, energy, and resources
17 have been and, unless this Settlement is completed, will continue to be devoted to, the defense of
18 the claims asserted by Plaintiff and Settlement Class and PAGA Class members. Defendant has
19 also taken into account the risks of further litigation in reaching its decision to enter into this
20 Settlement. Even though Defendant continues to contend that it is not liable for any of the claims
21 set forth by Plaintiff in this Lawsuit, Defendant has agreed, nonetheless, to settle in the manner
22 and upon the terms set forth in this Agreement to put to rest the claims in this Lawsuit.
23 Defendant contends that it has complied with all applicable state, federal, and local laws.

24 **5. Settlement of Disputed Claims.**

25 This Agreement is a compromise of disputed claims. Defendant has claimed and
26 continues to claim that the Released Claims have no merit and do not give rise to liability.
27 Settlement Class and PAGA Class members have claimed and continue to claim that the
28

Released Claims have merit and give rise to liability on the part of Defendant. This Agreement is a compromise of disputed claims. Nothing contained in this Agreement, no documents referred to herein, and no action taken to carry out this Agreement, may be construed or used as an admission by or against the Settlement Class or PAGA Class members or Class Counsel as to the merits or lack thereof of the claims asserted in this Lawsuit.

III. TERMS OF AGREEMENT

1. Release as To All Participating Class Members.

As of the Effective Date, the Participating Class Members and all PAGA Class Members, including Plaintiff, release the Released Parties from the Released Claims for the Covered Period.

2. Release of Claims by Plaintiff

As of the Effective Date, Plaintiff releases the Released Parties from all of the Released Claims during the Covered Period. Plaintiff, for herself and her heirs, successors and assigns, further waives, releases, acquits and forever discharges the Released Parties from any and all claims, actions, charges, complaints, grievances and causes of action, of whatever nature, whether known or unknown, which exist or may exist on Plaintiff's behalf as of the date of this Agreement, including, but not limited to, any and all tort claims, contract claims, wage claims, wrongful termination claims, disability claims, benefit claims, public policy claims, retaliation claims, statutory claims, personal injury claims, emotional distress claims, invasion of privacy claims, defamation claims, fraud claims, quantum meruit claims, and any and all claims arising under any federal, state or other governmental statute, law, regulation or ordinance, including, but not limited to, claims for violation of the FLSA, the California Labor Code, the Wage Orders of California's Industrial Welfare Commission, other state wage and hour laws, the Americans with Disabilities Act, the Age Discrimination in Employment Act (ADEA), the Employee Retirement Income Security Act, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, the California Family Rights Act, the Family Medical Leave Act, California's Whistleblower Protection Act, California Business & Professions Code §§17200 et

1 seq., and any and all claims arising under any federal, state or other governmental statute, law,
2 regulation or ordinance.

3 Plaintiff's releases set forth herein include a waiver of all rights under California Civil
4 Code §1542, which provides:

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

12 Plaintiff may hereafter discover claims or facts in addition to, or different from, those
13 which she now knows or believes to exist, but Plaintiff expressly agrees to fully, finally and
14 forever settle and release any and all claims against the Released Parties, known or unknown,
15 suspected or unsuspected, which exist or may exist on behalf of or against the other at the time of
16 execution of this Agreement, including, but not limited to, any and all claims relating to or
17 arising from Plaintiff's employment with Defendant.

18 **3. Tax Liability and Medicare.**

19 The Parties make no representations as to the tax treatment or legal effect of the payments
20 called for hereunder, and Settlement Class and PAGA Class members are not relying on any
21 statement or representation by the Parties in this regard. Participating Class Members and PAGA
22 Class Members understand and agree that they will be responsible for the payment of taxes and
23 penalties assessed on the payments described herein and will hold the Parties free and harmless
24 from and against any claims resulting from treatment of such payments as non-taxable damages,
25 including the treatment of such payment as not subject to withholding or deduction for payroll
26 and employment taxes. Moreover, this Agreement is based upon a good faith determination of
27 the Parties to resolve a disputed claim. The Parties have not shifted responsibility of medical
28 treatment to Medicare in contravention of 42 U.S.C. Sec. 1395y(b), especially since this is
strictly a wage and hour case. The Parties resolved this matter in compliance with both state and
federal law. The Parties made every effort to adequately protect Medicare's interest and

1 incorporate such into the settlement terms. Plaintiff warrants that she is not a Medicare
2 beneficiary as of the date of this Agreement. Because Plaintiff is not a Medicare recipient as of
3 the date of this Agreement, no conditional payments have been made by Medicare.

4 **4. Circular 230 Disclaimer.**

5 Each Party to this Agreement (for purposes of this section, the “acknowledging party”
6 and each Party to this Agreement other than the acknowledging party, an “other party”)
7 acknowledges and agrees that (1) no provision of this Agreement, and no written communication
8 or disclosure between or among the Parties or their attorneys and other advisers, is or was
9 intended to be, nor shall any such communication or disclosure constitute or be construed or be
10 relied upon as, tax advice within the meaning of United States Treasury Department Circular 230
11 (31 CFR Part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his,
12 her, or its own, independent legal and tax counsel for advice (including tax advice) in connection
13 with this Agreement, (b) has not entered into this Agreement based upon the recommendation of
14 any other party or any attorney or advisor to any other party, and (c) is not entitled to rely upon
15 any communication or disclosure by any attorney or adviser to any other party to avoid any tax
16 penalty that may be imposed on the acknowledging party; and (3) no attorney or adviser to any
17 other party has imposed any limitation that protects the confidentiality of any such attorney’s or
18 adviser’s tax strategies (regardless of whether such limitation is legally binding) upon disclosure
19 by the acknowledging party of the tax treatment or tax structure of any transaction, including any
20 transaction contemplated by this Agreement.

21 **5. Preliminary Approval of Settlement.**

22 Plaintiff will move the Court to grant preliminary approval of this Settlement, certifying
23 the Settlement Class for settlement purposes only and setting a date for a final approval hearing.
24 All Parties agree to work diligently and cooperatively to have this Settlement presented to the
25 Court for preliminary approval. The proposed preliminary approval order shall provide for the
26 Notice of Class Action Settlement to be sent to Settlement Class members as specified herein.

27 ///

1 **6. Settlement Administrator.**

2 Upon the Court signing the order granting preliminary approval of this Agreement,
3 Defendant shall provide the Settlement Administrator with the Class Information for purposes of
4 mailing the Notice of Class Action Settlement to the Settlement Class members within fifteen
5 (15) days. No later than three (3) days after receipt of the Class Information, the Settlement
6 Administrator shall notify counsel for the Parties that the list has been received and state the
7 number of Settlement Class members.

8 **7. Notice by First Class U.S. Mail.**

9 Upon receipt of the Class Information, the Settlement Administrator will perform a
10 search based on the National Change of Address Database to update and correct any known or
11 identifiable address changes. Within fifteen (15) days of receipt of the Class Data, the
12 Settlement Administrator shall mail copies of the Notice of Class Action Settlement to all
13 Settlement Class Members and PAGA Class Members via regular First-Class U.S. Mail. The
14 Settlement Administrator shall exercise its best judgment to determine the current mailing
15 address for each Settlement Class and PAGA Class Member, including performing a skip-trace
16 to identify any updated addresses. The address identified by the Settlement Administrator as the
17 current mailing address shall be presumed to be the best mailing address for each Settlement
18 Class and PAGA Class Member.

19 **8. Undeliverable Notices.**

20 Any Notice of Class Action Settlement returned to the Settlement Administrator as
21 undeliverable on or before the Response Deadline shall be re-mailed once to the forwarding
22 address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall
23 promptly attempt to determine a correct address by use of skip-tracing, or other search using the
24 name, address and/or social security number of the Settlement Class or PAGA Class Member
25 whose notice was undeliverable, and shall then re-mail all returned, undelivered mail within ten
26 (10) days of receiving notice that a notice was undeliverable. Settlement Class or PAGA Class
27 Members who receive a re- mailed Notice of Class Action Settlement shall have their Response
28

Deadline extended twenty (20) days from the original Response Deadline.

9. Disputes Regarding Individual Settlement Payments.

Settlement Class and PAGA Clsas Members will have the opportunity, should they disagree with Defendant's records regarding the dates of employment stated on their Notice of Class Action Settlement, to provide documentation and/or an explanation to show contrary information by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Individual Settlement Payment shall be binding upon the Settlement Class and PAGA Class Members and the Parties. In the absence of circumstances indicating fraud, manipulation or destruction, Defendant's records will be given a rebuttable presumption of accuracy.

10. Disputes Regarding Administration of Settlement.

Any disputes not resolved by the Settlement Administrator concerning the administration of the Settlement will be resolved by the Court, under the laws of the State of California. Prior to any such involvement of the Court, counsel for the Parties will confer in good faith to resolve the disputes without the necessity of involving the Court.

11. Exclusions.

The Notice of Class Action Settlement shall state that Settlement Class members who wish to exclude themselves from the Settlement must submit a written Request for Exclusion by the Response Deadline. The Request for Exclusion: (1) must contain the name, address, and telephone number of the Settlement Class Member requesting exclusion; (2) must contain a statement expressing that the Settlement Class Member elects to be excluded from the Settlement; (3) must be signed by the Settlement Class Member; and (4) must be postmarked or fax stamped by the Response Deadline and returned to the Settlement Administrator at the specified address or fax number. The Request for Exclusion will be deemed invalid if it does not

1 contain a Settlement Class Member's name, address, telephone number, and signature. The date
2 of the postmark on the return mailing envelope or fax stamp on the Request for Exclusion shall
3 be the exclusive means used to determine whether a Request for Exclusion has been timely
4 submitted. Any Settlement Class Member who requests to be excluded from the Settlement Class
5 will not be entitled to any recovery under the Settlement and will not be bound by the terms of
6 the Settlement or have any right to object, appeal, or comment thereon. Settlement Class
7 members who fail to submit a valid and timely Request for Exclusion on or before the Response
8 Deadline shall be bound by all terms of the Settlement and any Final Judgment entered in this
9 Lawsuit if the Settlement is approved by the Court. No later than seven (7) calendar days after
10 the Response Deadline, the Settlement Administrator shall provide counsel for the Parties with a
11 complete list of all members of the Settlement Class who have timely submitted a Request for
12 Exclusion.

13 **12. Objections.**

14 The Notice of Class Action Settlement shall state that Settlement Class members who
15 wish to object to the Settlement may do so in person at the Final Approval Hearing and/or in
16 writing. Any written objection ("Notice of Objection") must be mailed to the Settlement
17 Administrator by the Response Deadline. The date of mailing on the envelope shall be deemed
18 the exclusive means for determining that a Notice of Objection was timely received. The Notice
19 of Objection must be signed by the Settlement Class Member and state: (1) the full name of the
20 Settlement Class Member; (2) the dates of employment of the Settlement Class Member; (3) the
21 basis for the objection; and (4) if the Settlement Class Member intends to appear at the final
22 approval hearing. Class Counsel will ensure that any Notice of Objection received by the
23 Settlement Administrator by the Response Deadline are filed with the Court along with the
24 Motion for Final Approval. Either of the Parties may file a responsive document to any objection
25 before the Final Approval Hearing. Any attorney who will represent an individual objecting to
26 this Settlement who has not filed a written objection must file a notice of appearance with the
27 Court and serve Class Counsel and counsel for Defendant no later than the Response Period
28

1 Deadline. Class Counsel shall not represent any Settlement Class members with respect to any
2 such objections. Any Class Member who fails to submit a timely written objection or to present
3 an objection in person at the Final Approval Hearing shall be deemed to have waived any
4 objections and shall be foreclosed from making any objection to the Settlement whether by
5 appeal or otherwise.

6 **13. No Solicitation of Settlement Objections or Exclusions.**

7 The Parties agree to use their best efforts to carry out the terms of this Settlement. At no
8 time shall any of the Parties or their counsel seek to solicit or otherwise encourage Settlement
9 Class members to submit either written objections to the Settlement or requests for exclusion
10 from the Settlement, or to appeal from the Court's Final Judgment.

11 **14. Funding and Allocation of Gross Settlement Amount.**

12 No later than fifteen (15) days after the Effective Date, Defendant shall provide the Gross
13 Settlement Amount to the Settlement Administrator to fund the Settlement, as set forth in this
14 Agreement. Defendant will not be obligated to make any payments contemplated by this
15 Agreement unless and until the Court enters the Final Approval Order and Final Judgment, and
16 after the Effective Date of the Agreement.

17 ///

1 **15. Net Settlement Amount.**

2 The Net Settlement Amount will be determined by the Settlement Administrator by
3 subtracting the Class Counsel Award, Class Representative Enhancement Payment, PAGA
4 Payment, and Settlement Administrator Costs from the Gross Settlement Amount. The
5 anticipated Net Settlement Amount is \$228,833.33. The Parties estimate the amount of the Net
6 Settlement Amount as follows:

7	Gross Settlement Amount:	\$	425,000.00
8	Class Representative Enhancement	\$	5,000.00
9	Payment:		
10	Class Counsel Fees:	\$	141,666.67
11	Class Counsel Costs:	\$	12,000.00
12	PAGA Payment	\$	30,000.00
13			
14			<i>(\$22,500.00 to the</i>
15			<i>LWDA and \$7,500.00 ("Net</i>
16			<i>PAGA Settlement Amount")</i>
17			<i>to be disbursed to the PAGA</i>
18			<i>Class Members calculated by</i>
19			<i>the Payment Ratio)</i>
20	Settlement Administrator Costs:	\$	15,000.00
21	Net Settlement Amount	\$	228,833.33

22 This is a non-reversionary Settlement in which Defendant is required to pay the entire
23 Gross Settlement Amount, which includes, the Class Counsel Award, Class Representative
24 Enhancement Payment, Individual Settlement Payments, PAGA Payment, and Settlement
25 Administrator Costs. No portion of the Gross Settlement Amount will revert to Defendant.
26 Defendant's share of payroll taxes and other required withholdings from Individual Settlement
27 Payments, including but not limited to Defendant's FICA and FUTA contributions, shall be paid
28 separately from, and in addition to, the Gross Settlement Amount.

29 **16. Individual Settlement Payments.**

30 Individual Settlement Payments, except for PAGA Individual Settlement Payments, will
31 be paid from the Net Settlement Amount and shall be paid pursuant to the settlement formula set
32

1 forth herein. PAGA Individual Settlement Payments shall be made from the calculated Net
2 PAGA Settlement Amount, or \$7,500.00. Individual Settlement Payments shall be mailed by
3 regular First-Class U.S. Mail to each Participating Class or PAGA Member's last known mailing
4 address within seven calendar days after Defendant makes the final settlement payment. All
5 Individual Settlement Payments will be allocated as follows: twenty percent (20%) as wages, 40
6 percent (40%) as interest, and forty percent (40%) as statutory penalties.

7 **17. Class Member's Payment Ratio.**

8 Participating Class Members and PAGA Class Members will be paid on a pro-rata basis.
9 A Participating Class Member's Individual Settlement Payment will be based on the number of
10 Compensable Workweeks during which s/he worked in proportion to the aggregate number of
11 workweeks worked by all Settlement Class members. PAGA Class Member's Individual
12 Settlement Payment will be based on the number of Compensable Pay Periods during which s/he
13 worked in proportion to the aggregate number of Pay Periods worked by all PAGA Class
14 members during the PAGA Covered Period.

15 **18. Payment to Class Member.**

16 Checks shall be made payable to each Participating Class Member for payment of each
17 Participating Class Member's Individual Settlement Payment as set forth in paragraph 16 of this
18 Agreement.

19 **19. Form of Payment to Class Member.**

20 The Individual Settlement Payment amount due to each Participating Class Member shall
21 be paid in the form of a check to each Participating Class Member.

22 **20. Unclaimed Settlement Payment(s).**

23 After one hundred and sixty (160) days of the mailing of the Individual Settlement
24 Payment checks, funds attributable to unclaimed, undeliverable, or expired Individual Settlement
25 Payment checks will be transmitted to the State of California Office of the Controller Unclaimed
26 Property Fund in the name of the Participating Class Member who did not cash his/her
27 Settlement check. The Parties agree to coordinate their efforts to seek Court approval for such an
28 escheatment process of uncashed funds. If, for some reason, the Court does not approve the
escheatment of uncashed funds, the Parties agree to proceed pursuant to California Code of Civil
Procedure section 384, distribute uncashed funds as described therein, and agree upon the non-

1 profit Bet Tzedek Legal Services as the cy pres designee pursuant to Code of Civil Procedure
2 section 384(b)(3)(C).

3 **21. Class Representative Enhancement Payment.**

4 Plaintiff will request that the Court approve a Class Representative Enhancement
5 Payment of up to \$5,000.00. Subject to Court approval, in exchange for the release of all
6 Released Claims and for their time and effort in bringing and prosecuting this matter, Plaintiff
7 shall be paid a Class Representative Enhancement Payment of up to \$5,000.00. The Class
8 Representative Enhancement Payment shall be paid to Plaintiff from the Gross Settlement
9 Amount within ten (10) calendar days after Defendant makes the final settlement payment. The
10 Settlement Administrator shall issue an IRS Form 1099 – MISC to Plaintiff for her respective
11 Class Representative Enhancement Payment. Plaintiff shall be solely and legally responsible to
12 pay any and all applicable taxes on her Class Representative Enhancement Payment and shall
13 hold harmless Defendant and Class Counsel from any claim or liability for taxes, penalties, or
14 interest arising as a result of the Class Representative Enhancement Payment. The Class
15 Representative Enhancement Payment shall be in addition to the Plaintiff's Individual Settlement
16 Payment as a Settlement Class Member. Any amount requested by Plaintiff for the Class
17 Representative Enhancement Payment and not granted by the Court shall return to the Net
18 Settlement Amount and be distributed to Participating Class Members as provided in this
19 Agreement.

20 **22. Class Counsel Award.**

21 Class Counsel will request that the Court approve attorneys' fees in the amount of up to
22 thirty-three and one-third percent (33.33%) (\$141,666.67) of the Gross Settlement Amount
23 (\$141,666.67). Class Counsel will request that the Court approve the reimbursement of any
24 litigation costs or expenses associated with Class Counsel's prosecution of this matter from the
25 Gross Settlement Amount not to exceed \$12,000.00. So long as there are no objections, Class
26 Counsel shall be paid any Court-approved fees and costs no later than ten (10) calendar days
27 after Defendant makes the final settlement payment. Class Counsel shall be solely and legally
28 responsible to pay all applicable taxes on the payment made pursuant to this paragraph. The
Settlement Administrator shall issue an IRS Form 1099 – MISC to Class Counsel for the
payments made pursuant to this paragraph. This Settlement is not contingent upon the Court

1 awarding Class Counsel any particular amount in attorneys' fees and costs. Any amount
2 requested by Class Counsel for the Class Counsel Award and not granted by the Court shall
3 return to the Net Settlement Amount and be distributed to Participating Class Members as
4 provided in this Agreement.

5 **23. Settlement Administrator Costs.**

6 The Parties agree to allocate up to \$15,000.00 of the Gross Settlement Amount for
7 Settlement Administrator Costs. The Settlement Administrator shall have the authority and
8 obligation to make payments, credits and disbursements to Settlement Class and PAGA Class
9 members in the manner set forth herein, calculated in accordance with the methodology set out in
10 this Agreement and orders of the Court. The Parties agree to cooperate in the Settlement
11 administration process and to make all reasonable efforts to control and minimize the cost and
12 expenses incurred in administration of the Settlement.

13 **24. Responsibilities of the Settlement Administrator.**

14 The Settlement Administrator shall be responsible for the following: processing and
15 mailing payments to Plaintiff, Class Counsel, PAGA Class Members, and Participating Class
16 Members; printing, and mailing the Notice of Class Action Settlement and tax forms to the
17 PAGA Class Members and Participating Class Members as directed by the Court; receiving and
18 reporting the requests for exclusion and objections submitted by Settlement Class members;
19 providing declaration(s) as necessary in support of preliminary and/or final approval of this
20 Settlement; and other tasks as the Parties mutually agree or the Court orders the Settlement
21 Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised
22 of the performance of all Settlement Administrator responsibilities.

23 **25. Settlement Administrator Fees.**

24 The Settlement Administrator shall be paid the Settlement Administrator Costs within ten
25 (10) calendar days after Defendant makes the final settlement payment.

26 **26. Payment to the LWDA.**

27 A total payment of \$30,000.00 from the Gross Settlement Amount will be allocated as the
28 PAGA Payment to be paid as penalties under the Labor Code Private Attorneys General Act of

2004, to the LWDA. Seventy-five percent (75%) of the PAGA Payment will be paid to the LWDA and the remaining twenty-five (25%) shall be distributed to the PAGA Class Members as described in Paragraph 17.

27. Final Approval Hearing and Entry of Final Judgment.

Upon expiration of the Response Deadline, with the Court's permission, a final approval hearing shall be conducted to determine final approval of the Settlement along with the amount properly payable for: (i) the Class Counsel Award; (ii) the Class Representative Enhancement Payment; (iii) the total amount of Individual Settlement Payments; (iv) the Settlement Administrator Costs; and (v) PAGA Payment.

28. Final Approval Order.

Plaintiff will request, and Defendant will concur in said request, that the Court enter, after the Final Approval Hearing, a Final Approval Order in the form attached hereto as Exhibit B. Plaintiff will request that the Final Approval Order certify the Settlement Class; find that this Agreement is fair, just, adequate, and in the best interests of the Class; and require the Parties to carry out the provisions of this Agreement.

29. Nullification of Settlement Agreement.

In the event: (i) the Court denies preliminary approval of the Settlement; (ii) the Court denies final approval of the Settlement; (iii) the Court refuses to enter a Final Judgement as provided herein; or (iv) the Settlement does not become final for any other reason, this Settlement Agreement shall be null and void and any order or judgement entered by the Court in furtherance of this Settlement shall be treated as void from the beginning. To the extent the total number of opt outs exceed 10%, Defendant has the option to nullify this settlement within ten (10) court days of the last day of the response period via a written notice to Plaintiff's counsel. If one or more of such events occur causing the Settlement Agreement to become null and void, the Parties shall proceed in all respects as if this Agreement had not been executed, except that any fees already incurred by the Settlement Administrator shall be paid by the party terminating the Settlement or Defendant will be solely responsible for the costs incurred for the settlement

administration should it exercise its' option to nullify this agreement. The return of any paid Settlement funds to Defendant shall occur no later than five (5) business days after one or more of the triggering events leading to nullification occurs. In the event an appeal is filed from the Court's Final Judgment, or any other appellate review is sought, administration of the Settlement shall be stayed pending final resolution of the appeal or other appellate review, but any fees incurred by the Settlement Administrator prior to it being notified of the filing of an appeal from the Court's Final Judgment, or any other appellate review, shall be paid to the Settlement Administrator by Defendant within thirty (30) days of said notification.

30. Increase in Class Members.

It was represented to Class Counsel that the Settlement Class is estimated to be 194 people. Upon receipt of the Class Data, the Settlement Administrator shall confirm to Plaintiff that the Class Data is consistent with these representations. To the extent the number of Settlement Class members increases beyond 194 by more than 5%, Defendant shall have the option to increase the Gross Settlement Amount by a proportionate amount. For example, if the number of Settlement Class members increases by 7%, Defendant shall increase the Gross Settlement Amount by 7%. If the increase causes an increase of the cost of Settlement Administration beyond the amount that has been approved by the Court, Defendant shall separately bear the increased cost of Settlement Administration outside of the Gross Settlement Amount. If Defendant fails to increase the Gross Settlement Amount proportionately or remit payment of the increased cost of Settlement Administration, Plaintiff shall have the right to terminate this Agreement and the Parties will be restored to their positions prior to the Settlement and the Settlement shall be null and void.

31. No Effect on Employee Benefits.

Amounts paid to Plaintiff or other Settlement Class members pursuant to this Agreement shall be deemed not to be pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any of the employee benefits (e.g., vacations, holiday pay, retirement plans, etc.) of Plaintiff, PAGA Class Members or Settlement Class members.

1 **32. No Admission by Defendant.**

2 Defendant denies any and all claims alleged in this Lawsuit and deny all wrongdoing
3 whatsoever. This Agreement is not a concession or admission and shall not be used against
4 Defendant as an admission or indication with respect to any claim of any fault, concession, or
5 omission by Defendant.

6 **33. Exhibits and Headings.**

7 The terms of this Agreement include the terms set forth in any attached Exhibits, which
8 are incorporated by this reference as though fully set forth herein. Any Exhibits to this
9 Agreement are an integral part of the Settlement. The descriptive headings of any paragraphs or
10 sections of this Agreement are inserted for convenience of reference only and do not constitute a
11 part of this Agreement.

12 **34. Interim Stay of Proceedings.**

13 Upon full execution of this Agreement, the Parties agree that based upon Code of Civil
14 Procedure §583.310 (“the 5-year rule”), the Lawsuit shall be stayed in its entirety except for the
15 proceedings necessary to implement and complete the Settlement. If this agreement becomes
16 nullified pursuant to Paragraph 29 above, the stay will be terminated as of the date the agreement
17 becomes void.

18 **35. Amendment or Modification.**

19 This Agreement may be amended or modified only by a written instrument signed by
20 counsel for all Parties or their successors-in-interest.

21 **36. Entire Agreement.**

22 Apart from the fully executed Memorandum of Understanding, which the Parties
23 specifically agree to integrate herein, this Agreement and any attached Exhibits constitute the
24 entire Agreement among these Parties, and no oral or written representations, warranties, or
25 inducements have been made to any Party concerning this Agreement or its Exhibits other than
26 the representations, warranties, and covenants contained and memorialized in the Agreement and
27 its Exhibits. The Parties are entering into this Agreement based solely on the representations and
28

warranties herein and not based on any promises, representation, and/or warranties not found herein.

37. Authorization to Enter into Settlement Agreement.

Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate actions required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to affect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement. The persons signing this Agreement on behalf of Defendant represent and warrant that they are authorized to sign this Agreement on behalf of Defendant. Plaintiff represents and warrants that she is authorized to sign this Agreement and that she does have not assigned any claim, or part of a claim, covered by this Settlement to a third- party.

38. Binding on Successors and Assigns.

This Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

39. California Law Governs.

All terms of this Agreement and the Exhibit hereto shall be governed by and interpreted according to the laws of the State of California.

40. Counterparts.

This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument.

41. Jurisdiction of the Court.

Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain

jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the settlement embodied in this Agreement and all orders and judgments entered in connection therewith. All terms of this Agreement are subject to approval by the Court.

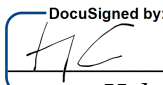
42. Invalidity of Any Provision.

Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

WHEREFORE, Plaintiff, on behalf of herself and the Settlement Class members, and Defendant has executed this Agreement as of the dates set forth below

IT IS SO AGREED:

Date: diciembre 14, 2022

By:  _____
F830CB14C0B241F5
Helena Santos

Date: _____

By: _____
AIR CULINAIRE WORLDWIDE, LLC

Its: _____

1 **APPROVED AS TO FORM AND CONTENT:**

2
3 Dated: _____

KINGSLEY & KINGSLEY APC

4
5 By: _____

Eric B. Kingsley

6 Kelsey M. Szamet

7 Attorneys for Plaintiff Helen Santos and the
Proposed Class

8
9
10 Dated: _____

O'HAGAN MEYER

11
12 By: _____

Clint D. Robison

13 Angeli C. Aragon

14 Samantha L. Squillante

Attorneys for Defendant

15 Air Culinaire Worldwide, L

jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the settlement embodied in this Agreement and all orders and judgments entered in connection therewith. All terms of this Agreement are subject to approval by the Court.

42. Invalidity of Any Provision.

Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

WHEREFORE, Plaintiff, on behalf of herself and the Settlement Class members, and Defendant has executed this Agreement as of the dates set forth below

IT IS SO AGREED:

Date: _____

By: _____
Helena Santos

Date: 12/08/22

By: *Cliff Smith*
Cliff Smith (Dec 8, 2022 18:08 EST)
AIR CULINAIRE WORLDWIDE, LLC

Its: CEO

1 **APPROVED AS TO FORM AND CONTENT:**

2
3 Dated: _____

KINGSLEY & KINGSLEY APC

4
5 By: _____

6 Eric B. Kingsley
7 Kelsey M. Szamet
8 Attorneys for Plaintiff Helen Santos and the
9 Proposed Class

10 Dated: 12/8/2022

O'HAGAN MEYER

11
12 By:  _____

13 Clint D. Robison
14 Angeli C. Aragon
15 Samantha L. Squillante
16 Attorneys for Defendant
17 Air Culinaire Worldwide, L

STLMT.AGREEMENT__amended_clean 11-30-23

Final Audit Report

2022-12-08

Created:	2022-12-08
By:	Armando Herrera (aherrera@ohaganmeyer.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAC4bHHYXBz9G6yAbTDdwOvIGz7TmVEMKy

"STLMT.AGREEMENT__amended_clean 11-30-23" History

 Document created by Armando Herrera (aherrera@ohaganmeyer.com)

2022-12-08 - 10:06:57 PM GMT

 Document emailed to csmith@airculinaire.com for signature

2022-12-08 - 10:07:37 PM GMT

 Email viewed by csmith@airculinaire.com

2022-12-08 - 11:06:38 PM GMT

 Signer csmith@airculinaire.com entered name at signing as Cliff smith

2022-12-08 - 11:08:40 PM GMT

 Document e-signed by Cliff smith (csmith@airculinaire.com)

Signature Date: 2022-12-08 - 11:08:42 PM GMT - Time Source: server

 Agreement completed.

2022-12-08 - 11:08:42 PM GMT

EXHIBIT "3"

KINGSLEY & KINGSLEY, APC
ERIC B. KINGSLEY, Esq. (SBN 185123)
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KELSEY M. SZAMET, Esq. (SBN 260264)
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1050 Woodland Hills, CA,
91367
Tel: (213) 306-1610, Fax: (213) 306-1615

Attorneys for Defendant
Air Culinaire Worldwide, LLC

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

HELEN SANTOS, an individual, on behalf of
herself and others similarly situated,

PLAINTIFF,

v.

AIR CULINAIRE WORLDWIDE, LLC; and
DOES 1 thru 50, inclusive,

DEFENDANTS.

CASE NO. 20STCV40648

[Case Assigned for All Purposes to Hon.
William F. Highberger in Dept. 10]

**[PROPOSED] ORDER APPROVING
AMENDED CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT**

*[Filed concurrently with Declaration of Kelsey
M. Szamet Re: Amended Joint Stipulation of
Class Action Settlement]*

1 The Motion for Preliminary Approval of the Joint Stipulation of Class Action Settlement
2 and Release of Claims (“Settlement Agreement”) came before this Court on June 7, 2022. The
3 Court, having considered the papers submitted in support of Plaintiff’s Motion for Preliminary
4 Approval granted preliminary approval of the Joint Stipulation of Class Action Settlement
5 and Release of Claims on June 13, 2022.

6 On or about November ____, 2022, the Parties submitted an Amended Joint Stipulation
7 of Class Action Settlement and Release of Claims to specify the definition of “PAGA Class
8 Member” and the dates of the “PAGA Covered Period.” The Court has been provided with a
9 copy of the Amended Joint Stipulation of Class Action Settlement and Release of Claims.

10 **THE COURT HEREBY ORDERS THE FOLLOWING:**

11 The Court approves the Parties request to amend the preliminarily-approved Settlement
12 Agreement based upon the terms set forth in the Amended Joint Stipulation of Class Action
13 Settlement and Release of Claims attached hereto as Exhibit “A”.

14
15
16 **DATED:** _____

JUDGE OF THE SUPERIOR COURT

(PROOF OF LWDA SUBMISSION)

EXHIBIT "4"

(PROOF OF SERVICE)
[CCP 1013(a)(3)]

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. My business address is 16133 Ventura Boulevard, Suite 1200, Encino, California 91436.

On December 15, 2022, I served all interested parties in this action the following documents described as: **SUPPLEMENTAL DECLARATION OF KELSEY M. SZAMET IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

Clint D. Robison
Samantha L. Squillante
crobison@ohaganmeyer.com
ssquillante@ohaganmeyer.com
O'Hagan Meyer
21550 Oxnard Street, Suite 1050
Woodland Hills, CA, 91367

[XX] BY ELECTRONIC SERVICE: I caused a true and correct copy thereof to be electronically filed using the Labor and Workforce Development Agency Electronic Filing ("EF") System (<https://dir.tfaforms.net/315>) and service was completed by electronic means by transmittal of the documents referenced herein on the EF System.

[XX] BY ELECTRONIC MAIL THROUGH CASE ANYWHERE: On interested parties set forth on the attached service list.

[XX] (STATE): I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on December 15, 2022, at Sherman Oaks, California.



Leslie Sanchez