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(additional attorneys listed on following page)

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

SHANE CASKEY; KALKIDAN SILER, as
individuals, on behalf of themselves and others
similarly situated,

PLAINTIFFS,

v.

JOEY RESTAURANT (LOS ANGELES)
INC.; JOEY RESTAURANT (MANHATTAN
BEACH) INC.; JOEY RESTAURANT
(WOODLAND HILLS) INC.; JOEY
RESTAURANT GROUP; and DOES 1 thru
50, inclusive,

DEFENDANTS.

CASE NO. 20STCV48840
Consolidated with Case No. 21STCV11098

[Consolidated Case Assigned to The
Honorable David S. Cunningham in Dept. 11]

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

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

This Joint Stipulation of Class and Representative Action Settlement and Release of Claims is entered into by and between Plaintiffs SHANE CASKEY and KALKIDAN SILER (“Plaintiffs”), individually and on behalf of the Class and the State of California, as a private attorney general, on the one hand, and Defendants JOEY RESTAURANT (LOS ANGELES) INC., JOEY RESTAURANT (MANHATTAN BEACH) INC., and JOEY RESTAURANT (WOODLAND HILLS) INC. (“Defendants”) on the other hand (Plaintiffs and Defendants collectively, the “Parties”).

This Joint Stipulation of Class and Representative Action Settlement and Release of Claims shall be binding on Plaintiffs, the current and former employees s/he seeks to represent, the Class, and on Defendants and subject to the definitions, recitals, and terms set forth herein and the approval of the Court.

I. DEFINITIONS

1. Action.

“Action” or “Lawsuit” means, collectively, the class and representative civil actions currently pending in Los Angeles County Superior Court, case numbers 20STCV48840 and 21STCV11098 filed on December 22, 2020 and March 22, 2021.

1 **2. Claims Administrator.**

2 “Claims Administrator” means the third-party company that the Parties have jointly
3 selected to be responsible for administering the Settlement. This Claims Administrator is ILYM
4 Group, Inc. or Class Action Services KCC LLC, or such other third-party company mutually
5 agreed to by the parties.

6 **3. Claims Administrator Costs.**

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

9 **4. Class Counsel.**

10 “Class Counsel” means Kingsley & Kingsley, APC, Hennig Kramer Ruiz & Singh LLP
11 and Vision Legal, Inc., who, subject to Court approval, shall act as counsel for the Class.

12 **5. Class Counsel Award.**

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

16 **6. Class Information.**

17 “Class Information” or “Class Data” means information regarding Class Members that
18 Defendants will in good faith compile from their records and provide to the Claims Administrator.
19 It shall be formatted as a Microsoft Excel spreadsheet and shall include: each Class Member’s full
20 name; last known address; last known home telephone number; social security number; dates of
21 employment, and Compensable Work Shifts. The above information shall be provided through
22 data sources compiled by the Defendants.

23 **7. Class Members or Class.**

24 “Class Members” or “Class” means all current and former non-exempt employees who
25 worked for Defendants in the State of California during the Class Period.

26 **8. Class Period.**

27 “Class Period” means the period from October 15, 2019 up to and including the date of
28 March 28, 2022.

1 **9. Compensable Work Shifts.**

2 “Compensable Work Shifts” means an estimate of the number of shifts in which Class
3 Member(s) actually performed work for Defendants in the State of California during the Class
4 Period based on Defendants’ records.

5 **10. Complaint.**

6 “Complaint(s)” means the operative complaints, filed in the Action.

7 **11. Court.**

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

9 **12. Defendants.**

10 “Defendants” means Defendants JOEY RESTAURANT (LOS ANGELES) INC.; JOEY
11 RESTAURANT (MANHATTAN BEACH) INC.; and JOEY RESTAURANT (WOODLAND
12 HILLS) INC.

13 **13. Effective Date.**

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

1 **14. Enhancement/ General Release Payment.**

2 “Enhancement/ General Release Payment” means the amount that the Court authorizes to
3 be paid to Plaintiffs, in addition to Plaintiffs’ Individual Settlement Payment, in recognition of
4 Plaintiffs’ efforts and risks in assisting with the prosecution of the Lawsuit and in return for
5 executing a general release with Defendants.

6 **15. Final Approval Hearing.**

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

9 **16. Final Approval Order.**

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

12 **17. Final Judgment.**

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

18 **18. Individual Settlement Payment.**

19 “Individual Settlement Payment” means the amount paid from the Net Settlement Amount
20 to a Participating Class Member based upon his/her Compensable Work Shifts.

21 **19. LWDA.**

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

23 **20. Named Plaintiffs or Plaintiffs.**

24 “Named Plaintiffs” or “Plaintiffs” means Plaintiffs SHANE CASKEY and KALKIDAN
25 SILER.

26 **21. Net Settlement Amount.**

27 “Net Settlement Amount” means the Gross Settlement Amount, less Court-approved Class
28 Counsel Award, Enhancement/ General Release Payment, PAGA Payment, and Claims

1 Administrator Costs. The Net Settlement Amount shall be distributed to the Class Members.

2 **22. Notice of Class Action Settlement.**

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

9 **23. PAGA.**

10 “PAGA” refers to the Labor Code Private Attorneys General Act of 2004, codified at Labor
11 Code §§ 2698 et seq.

12 **24. PAGA Member or PAGA Group.**

13 “PAGA Member(s)” or “PAGA Group” means all current and former non-exempt
14 employees who worked one or more pay periods for Defendants in the State of California during
15 the PAGA Release Period.

16 **25. PAGA Payment.**

17 “PAGA Payment” means the payment made pursuant to PAGA that shall be distributed
18 75% to the LWDA and 25% to the PAGA Members.

19 **26. PAGA Payment Ratio.**

20 “PAGA Payment Ratio” means respective work shifts during which a PAGA Member
21 performed work in proportion to the aggregate number of work shifts worked by all PAGA
22 Members during the PAGA Release Period.

23 **27. PAGA Release Period.**

24 “PAGA Release Period” means the period from October 15, 2019 up to and including
25 March 28, 2022.

26 **28. Participating Class Members.**

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

1 **29. Parties.**

2 “Parties” means Plaintiffs and Defendants, collectively, and “Party” shall mean either
3 Plaintiffs or Defendants, individually.

4 **30. Payment Ratio.**

5 “Payment Ratio” means the respective Compensable Work Shifts during which an
6 employee worked in proportion to the aggregate number of work shifts worked by all Class
7 Members during the Class Period.

8 **31. Preliminary Approval Date.**

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

12 **32. Released Class Claims.**

13 “Released Class Claims” means any and all claims which arose during the Class Period
14 and (i) were asserted in the LWDA Letter and Plaintiffs’ Complaints; and/or (ii) reasonably could
15 have been asserted in the Action based upon the facts alleged in the LWDA Letter and Plaintiffs’
16 Complaints, including without limitation, any claims under any California statute, regulation, rule
17 or common law, or any other legal or equitable theory, as well as all class action claims arising out
18 of or related to the factual allegations pled in Plaintiffs’ Complaints which occurred during the
19 Class Period. These claims include, but are not limited to: Failure to pay wages/overtime; Failure
20 to provide meal periods, Failure to provide rest periods; Conversion, Failure to keep accurate
21 information, Failure to issue lawful itemized wages statement pursuant to section 226(a); Waiting
22 time penalties; Unfair Business Practices pursuant to Business & Professions Code section 17200
23 et seq; and all claims, rights, demands, actions, and obligations of any kind or nature related to any
24 alleged tips owed, penalties or other amounts that relate to tips.

25 **33. Released PAGA Claims.**

26 “Released PAGA Claims” means any and all penalties pursuant to the Private Attorney
27 General Act of 2007 (“PAGA”) (Lab. Code § 2699 et seq.) for violations of Labor Code sections
28 201-204, 221, 224, 226(a), 226.3, 233, 245, 247.5, 227.3, 351, 353, 354, 1174(d), 1182.12, 1194,

1197, 1197.1, 1198, 1198.5, 2802 and 2810.5.

34. Released Parties.

“Released Parties” means Defendants and any of their past and present parents, including without limitation Joey and Cucina Restaurants Inc., subsidiaries, partners, members and affiliates, and their respective past and present predecessors, successors, assigns, representatives, officers, directors, agents, employees, partners, investors, owners, members, affiliates, insurers, legal representatives and attorneys.

35. Request for Exclusion.

“Request for Exclusion” means a letter from a Class Member or his/her representative setting forth a Class Member’s name, present address, and a simple statement electing to be excluded from the Settlement.

36. Response Deadline.

“Response Deadline” means the date sixty (60) days after the Claims Administrator mails the Notice of Class Action Settlement to Class Members, which is the last date on which 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.

37. Settlement.

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

38. Gross Settlement Amount.

“Gross Settlement Amount” means the agreed upon settlement amount totaling \$725,000.00 to be paid by Defendants in full settlement of the Released Class Claims and Released PAGA Claims, and includes without limitation the Class Counsel Award, Enhancement/ General Release Payment, Individual Settlement Payments, PAGA Payment, and Claims Administrator Costs.

II. RECITALS

1. Class Certification.

The Parties stipulate to class certification for purposes of settlement only. If the Court does

not grant either preliminary or final approval of this Settlement, the Parties agree that this stipulation regarding class certification will be revoked and the Parties will return to a point in litigation prior to the execution of this Settlement Agreement.

2. Procedural History.

Defendants are a chain restaurant that are primarily part of the restaurant and bars industry and specialize in providing cuisine, lounging and entertainment, and central bar services, with three locations in Los Angeles, three locations in Seattle, one location in Texas, and various locations in Canada¹. Plaintiffs, Class and PAGA Group members are, and at all relevant times have been, non-exempt employees of Defendants.

On October 15, 2020, Plaintiff Shane Caskey gave written notice by online filing to the LWDA, setting forth the facts and theories of the violations alleged against Defendant Joey Restaurant (Woodland Hills) Inc., paid the filing fee, and received an e-filing confirmation. Pursuant to Labor Code § 2699.3(a)(2)(A), after the sixty-five-day waiting period to commence a civil action as though the LWDA had not chosen to investigate lapsed, Plaintiff Caskey filed a Complaint for Damages against Defendant Joey Restaurant (Woodland Hills) Inc. in the Los Angeles Superior Court, Case No. 20STCV48840 entitled *SHANE CASKEY, on behalf of the State of California, as a private attorney general, Plaintiff, v. JOEY RESTAURANT (WOODLAND HILLS) INC.; and DOES 1 thru 50, inclusive, Defendants* on December 22, 2020.

On March 22, 2021, Plaintiff Kalkidan Siler filed a Class Action Complaint against Defendant in the Los Angeles Superior Court, Case No. 21STCV11098 entitled *KALKIDAN SILER, as an individual and on behalf of others similarly situated, Plaintiffs, vs. JOEY RESTAURANT (LOS ANGELES) INC., a California Corporation; JOEY RESTAURANT (MANHATTAN BEACH) INC., a California Corporation; JOEY RESTAURANT (WOODLAND HILLS) INC., a California Corporation; JOEY RESTAURANT GROUP, a Canadian Corporation; and DOES 1 through 50, Inclusive, Defendants.*

The Action alleges causes of action for: (1) Failure to Pay Wages and Overtime Pursuant to Labor Code §§ 1194 and 1197; (2) Failure to Provide/Compensate for Mandated Meal Periods

¹ <https://www.joeyrestaurants.com/>

1 under Labor Code §§ 226.7 and 512; (3) Failure to Provide/Compensate for Mandated Rest Periods
2 under Labor Code § 226.7; (4) Failure to Keep Accurate Information in Violation of Labor Code
3 § 226 and IWC Wage Order 14-2001; (5) Conversion; (6) Penalties Pursuant to Labor Code §
4 226(a); (7) Waiting Time Penalties Pursuant to Labor Code § 203; (8) Unfair Competition Pursuant
5 to Business & Professions Code § 17200; and (9) Penalties Pursuant to Labor Code § 2699, *et seq.*

6 After the matters were at issue, the Parties began to engage in extensive informal discovery
7 to understand the nature of the allegations and the scope of potential liability. Defendants provided
8 Plaintiffs' counsel with pertinent data for the Class Members and PAGA Members so that the
9 Parties could fully investigate the claims at issue and understand their strengths and weaknesses.

10 On January 27, 2022, the Parties attended a full-day Zoom mediation with experienced
11 mediator Mark S. Rudy. The Parties reached a settlement that day, as provided herein, to settle all
12 claims that were or could have been asserted in the operative complaints in the Action on a class
13 and representative-wide basis.

14 Defendants deny any liability or wrongdoing of any kind associated with the claims
15 asserted in Plaintiffs' Complaint, dispute the damages and penalties claimed by Plaintiffs, and
16 further contend that, for any purpose other than settlement, Plaintiffs' claims are not appropriate
17 for class or representative action treatment. This Stipulation is a compromise of disputed claims.
18 Nothing contained in this Stipulation, no documents referred to herein, and no action taken to carry
19 out this Stipulation, shall be construed or used as an admission by or against Defendants as to the
20 merits or lack thereof of the claims asserted in this Lawsuit. Defendants contend, among other
21 things, that, at all times, it has complied with all applicable state, federal and local laws related to
22 the Class Members' and PAGA Members' employment.

23 The Named Plaintiffs are represented by Class Counsel. Class Counsel conducted an
24 investigation into the facts relevant to the Lawsuit, including reviewing documents and
25 information provided by Defendants. Based on their own investigation and evaluation, Class
26 Counsel is of the opinion that the Settlement with Defendants is fair, reasonable and adequate, and
27 in the best interest of the Class in light of all known facts and circumstances, including the risks
28 of significant delay, defenses asserted by Defendants, uncertainties regarding a class and

1 representative action trial on the merits, and numerous potential appellate issues. Although
2 Defendants deny any liability, Defendants are agreeing to this Settlement solely to avoid the cost
3 of further litigation. Accordingly, the Parties and their counsel desire to fully, finally, and forever
4 settle, compromise and discharge all disputes and claims arising from or relating to the operative
5 complaints in the Action on the terms set forth herein.

6 **3. Benefits of Settlement to Class Members and PAGA Members.**

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

21 **4. Defendants' Reasons for Settlement.**

22 Defendants have concluded that any further defense of this litigation would be protracted
23 and expensive for all Parties. Substantial amounts of Defendants' time, energy, and resources have
24 been and, unless this Settlement is completed, will continue to be devoted to, the defense of the
25 claims asserted by Plaintiffs and Class Members. Defendants have also taken into account the
26 risks of further litigation in reaching its decision to enter into this Settlement. Even though
27 Defendants continue to contend that they are not liable for any of the claims set forth by Plaintiffs
28 in this Lawsuit, Defendants have agreed, nonetheless, to settle in the manner and upon the terms

1 set forth in this Agreement to put to rest the claims in the Lawsuit. Defendants contend that they
2 have complied with all applicable state, federal, and local laws, and the parties agree that this
3 Settlement does not constitute an admission of liability by the Released Parties.

4 **5. Settlement of Disputed Claims.**

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

13 **III. TERMS OF AGREEMENT**

14 **1. Release as to All Participating Class Members and PAGA Members.**

15 As of the Effective Date, the Participating Class Members, including Plaintiffs, release the
16 Released Parties from the Released Class Claims for the Class Period. Additionally, the PAGA
17 Members, including Plaintiffs, release the Released Parties from the Released PAGA Claims for
18 the PAGA Release Period.

19 **2. Release of Claims by Plaintiffs.**

20 As of the Effective Date, Plaintiffs, for themselves and their heirs, successors and assigns,
21 further waive, release, acquit and forever discharge the Released Parties from any and all claims,
22 actions, charges, complaints, grievances and causes of action, of whatever nature, whether known
23 or unknown, which exist or may exist on Plaintiffs' behalf as of the date of this Settlement
24 Agreement, including, but not limited to, any and all tort claims, contract claims, wage claims,
25 wrongful termination claims, disability claims, benefit claims, public policy claims, retaliation
26 claims, statutory claims, personal injury claims, emotional distress claims, invasion of privacy
27 claims, defamation claims, fraud claims, quantum meruit claims, and any and all claims arising
28 under any federal, state or other governmental statute, law, regulation or ordinance, including, but

1 not limited to, claims for violation of the FLSA, the California Labor Code, the Wage Orders of
2 California's Industrial Welfare Commission, other state wage and hour laws, the Americans with
3 Disabilities Act, the Age Discrimination in Employment Act (ADEA), the Employee Retirement
4 Income Security Act, Title VII of the Civil Rights Act of 1964, the California Fair Employment
5 and Housing Act, the California Family Rights Act, the Family Medical Leave Act, California's
6 Whistleblower Protection Act, California Business & Professions Code §§17200 et seq., and any
7 and all claims arising under any federal, state or other governmental statute, law, regulation or
8 ordinance.

9 Plaintiffs' release set forth herein include a waiver of all rights under California Civil Code
10 §1542, which provides:

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

15 Plaintiffs may hereafter discover claims or facts in addition to, or different from, those
16 which they now knows or believes to exist, but Plaintiffs expressly agree 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 Settlement Agreement, including, but not limited to, any and all claims relating
20 to or arising from Plaintiffs' employment with any of the Defendants.

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 Class Members/PAGA Members are not relying on any statement or
24 representation by the Parties in this regard. Participating Class Members and PAGA Members
25 understand and agree that they will be responsible for the payment of taxes and penalties assessed
26 on the payments described herein and will hold the Parties free and harmless from and against any
27 claims resulting from treatment of such payments as non-taxable damages, including the treatment
28 of such payment as not subject to withholding or deduction for payroll and employment taxes.

1 Notwithstanding the foregoing, the Claims Administrator may withhold taxes or other amounts to
2 the extent that it determines it is obligated to do so pursuant to applicable law, and its determination
3 to do so shall be final and unreviewable by the court or any person receiving payment pursuant to
4 this Agreement. Moreover, this Agreement is based upon a good faith determination of the Parties
5 to resolve a disputed claim. The Parties have not shifted responsibility of medical treatment to
6 Medicare in contravention of 42 U.S.C. Sec. 1395y(b), especially since this is strictly a wage and
7 hour case. The Parties resolved this matter in compliance with both state and federal law. The
8 Parties made every effort to adequately protect Medicare's interest and incorporate such into the
9 settlement terms. Plaintiffs warrant that they are not a Medicare beneficiary as of the date of this
10 Agreement. Because Plaintiffs are not Medicare recipients as of the date of this Agreement, no
11 conditional payments have been made by Medicare.

12 **4. Circular 230 Disclaimer.**

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

1 **5. Preliminary Approval of Settlement.**

2 Plaintiffs will move the Court to grant preliminary approval of this Settlement, certifying
3 the Class for settlement purposes only and setting a date for a final approval hearing. All Parties
4 agree to work diligently and cooperatively to have this Settlement presented to the Court for
5 preliminary approval. The proposed preliminary approval order shall provide for the Notice of
6 Class Action Settlement to be sent to Class Members as specified herein.

7 **6. Claims Administrator.**

8 Within thirty (30) business days after the Court grants preliminary approval of this
9 Agreement, Defendants shall provide the Claims Administrator with the Class Information for
10 purposes of mailing the Notice of Class Action Settlement to the Class Members. No later than
11 three (3) business days after receipt of the Class Information, the Claims Administrator shall notify
12 counsel for the Parties that the list has been received and state the number of Class Members and
13 PAGA Members.

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

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

23 **8. Undeliverable Notices.**

24 Any Notice of Class Action Settlement returned to the Claims Administrator as
25 undeliverable on or before the Response Deadline shall be re-mailed once to the forwarding
26 address affixed thereto. If no forwarding address is provided, the Claims Administrator shall
27 promptly attempt to determine a correct address by use of skip-tracing, or other search methods
28 consistent with reasonable business standards, using the name, address and/or social security

1 number of the Class Member whose notice was undeliverable, and shall then re-mail all returned,
2 undelivered mail within ten (10) days of receiving notice that a notice was undeliverable. Class
3 Members who receive a re-mailed Notice of Class Action Settlement shall have their Response
4 Deadline extended twenty (20) days from the original Response Deadline.

5 **9. Disputes Regarding Individual Settlement Payments.**

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

16 **10. Disputes Regarding Administration of Settlement.**

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

21 **11. Exclusions.**

22 The Notice of Class Action Settlement shall state that Class Members who wish to exclude
23 themselves from the Settlement must submit a Request for Exclusion by the Response Deadline.
24 The Request for Exclusion: (1) must contain the name, address, and telephone number of the Class
25 Member requesting exclusion; (2) must contain a statement expressing that the Class Member
26 elects to be excluded from the Settlement; (3) must be signed by the Class Member; and (4) must
27 be postmarked or fax stamped by the Response Deadline and returned to the Claims Administrator
28 at the specified address or fax number. The Request for Exclusion will be deemed invalid if it

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

12 **12. Objections.**

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

28 Any Class Member who fails to submit a timely written objection or to present an objection

in person at the Final Approval Hearing shall be deemed to have waived any objections and shall be foreclosed from making any objection to the Settlement whether by appeal or otherwise.

13. No Solicitation of Settlement Objections or Exclusions.

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

14. Funding and Allocation of Gross Settlement Amount.

No later than thirty (30) business days after the Effective Date, Defendants shall provide the Gross Settlement Amount to the Claims Administrator to fund the Settlement, as set forth in this Settlement Agreement. Defendants will not be obligated to make any payments contemplated by this Settlement Agreement unless and until the Court enters the Final Approval Order and Final Judgment, and after the Effective Date of the Agreement.

15. Net Settlement Amount.

The Net Settlement Amount will be determined by the Claims Administrator by subtracting the Class Counsel Award, Enhancement/ General Release Payment, PAGA Payment, and Claims Administrator Costs from the Gross Settlement Amount. The anticipated Net Settlement Amount is \$388,333.33. The Parties estimate the amount of the Net Settlement Amount as follows subject to Court approval:

Gross Settlement Amount:	\$ 725,000.00
Enhancement/ General Release Payment:	\$ 15,000.00
	<i>(with \$7,500.00 being allocated to each Named Plaintiff)</i>
Class Counsel Fees:	\$ 241,666.67
Class Counsel Costs (<i>Up to</i>):	\$ 30,000.00
PAGA Payment	\$ 25,000.00
	<i>(with \$18,750.00 to the LWDA and \$6,250.00 to the PAGA Members)</i>
Claims Administrator Costs (<i>Up to</i>):	\$ 25,000.00
Net Settlement Amount	\$ 388,333.33

This is a non-reversionary Settlement in which Defendants are required to pay the entire Gross Settlement Amount, which includes, the Class Counsel Award, Enhancement/ General

1 Release Payment, Individual Settlement Payments, PAGA Payment, and Claims Administrator
2 Costs. No portion of the Gross Settlement Amount will revert to Defendants. Defendants' share
3 of payroll taxes and other required withholdings from Individual Settlement Payments, including
4 but not limited to Defendants' FICA and FUTA contributions, shall be paid separately from, and
5 in addition to, the Gross Settlement Amount.

6 **16. Individual Settlement Payments.**

7 Individual Settlement Payments will be paid from the Net Settlement Amount and shall be
8 paid pursuant to the settlement formula set forth herein. Individual Settlement Payments shall be
9 mailed by regular First-Class U.S. Mail to each Participating Class Member's last known mailing
10 address within seven calendar days after Defendants make the settlement payment. All Individual
11 Settlement Payments will be allocated as follows: one-fifth percent (20%) as wages and four-fifth
12 percent (80%) as interest and statutory penalties.

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

14 Participating Class Members will be paid on a pro-rata basis. A Participating Class
15 Member's Individual Settlement Payment will be based on the number of Compensable Work
16 Shifts during which s/he worked in proportion to the aggregate number of Compensable Work
17 Shifts worked by all Class Members during the Class Period.

18 **18. PAGA Payments.**

19 The PAGA Payment is in the amount of \$25,000.00 with 75% (\$18,750.00) allocated to
20 the LWDA and 25% (\$6,250.00) allocated to the PAGA Members on a pro rata basis based on the
21 PAGA Payment Ratio. PAGA Members will not be provided with the opportunity to opt out of
22 the Settlement and will be bound by the Released PAGA Claims. If the Court approves the PAGA
23 Payment, the Claims Administrator will mail out checks to the PAGA Members at the same time
24 the Class Members are mailed their Individual Settlement Payments.

25 **19. Payment to Class Member.**

26 Checks shall be made payable to each Participating Class Member and each PAGA
27 Member for payment of each Participating Class Member's Individual Settlement Payment and
28 each PAGA Members' PAGA Payment as set forth in Section III, paragraphs 16-20 of this

1 Agreement.

2 **20. Form of Payment to Class Member.**

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

5 **21. Unclaimed Settlement Payment(s).**

6 After one hundred and eighty (180) days of the mailing of the Individual Settlement
7 Payment checks and the PAGA Payments, funds attributable to unclaimed, undeliverable, or
8 expired Individual Settlement Payment checks will be transmitted to the California State
9 Controller's Unclaimed Property Fund in the name of the individual.

10 **22. Enhancement/ General Release Payment.**

11 Plaintiffs will request that the Court approve an Enhancement/ General Release Payment
12 of up to \$7,500.00 each (for a total of up to \$15,000). Subject to Court approval, in exchange for
13 the release of all Released Claims and for their time and effort in bringing and prosecuting this
14 matter, Plaintiffs shall be paid an Enhancement/ General Release Payment of up to \$7,500.00 each.
15 The Enhancement/ General Release Payment shall be paid to Plaintiffs from the Gross Settlement
16 Amount within ten (10) calendar days after Defendants make the settlement payment. The Claims
17 Administrator shall issue an IRS Form 1099 – MISC to Plaintiffs for their respective Enhancement/
18 General Release Payment. Plaintiffs shall be solely and legally responsible to pay any and all
19 applicable taxes on their Enhancement/ General Release Payment and shall hold harmless
20 Defendants and Class Counsel from any claim or liability for taxes, penalties, or interest arising as
21 a result of the Enhancement/ General Release Payment. The Enhancement/ General Release
22 Payment shall be in addition to the Plaintiffs' Individual Settlement Payment as a Participating
23 Class Member. Any amount requested by Plaintiffs for the Enhancement/ General Release
24 Payment and not granted by the Court shall return to the Net Settlement Amount and be distributed
25 to Participating Class Members as provided in this Settlement Agreement.

26 **23. Class Counsel Award.**

27 Class Counsel will request that the Court approve attorneys' fees in the amount of up to
28 thirty-three and one-third percent (33.33%) (\$241,666.67) of the Gross Settlement Amount. Class

Counsel will request that the Court approve the reimbursement of any litigation costs or expenses associated with Class Counsel's prosecution of this matter from the Gross Settlement Amount not to exceed \$30,000.00. So long as there are no objections, Class Counsel shall be paid any Court-approved fees and costs no later than ten (10) calendar days after Defendants makes the settlement payment. Class Counsel shall be solely and legally responsible to pay all applicable taxes on the payment made pursuant to this paragraph. The Claims 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 awarding Class Counsel any particular amount in attorneys' fees and costs. Any amount requested by Class Counsel for the Class Counsel Award and not granted by the Court shall return to the Net Settlement Amount and be distributed to Participating Class Members as provided in this Settlement Agreement.

24. Claims Administrator Costs.

The Parties agree to allocate up to \$25,000.00 of the Gross Settlement Amount for Claims Administrator Costs. The Claims Administrator shall have the authority and obligation to make payments, credits and disbursements to Class Members in the manner set forth herein, calculated in accordance with the methodology set out in this Settlement Agreement and orders of the Court. The Parties agree to cooperate in the Settlement administration process and to make all reasonable efforts to control and minimize the cost and expenses incurred in administration of the Settlement.

25. Responsibilities of the Claims Administrator.

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

1 **26. Claims Administrator Fees.**

2 The Claims Administrator shall be paid the Claims Administrator Costs within ten (10)
3 calendar days after Defendants makes the settlement payment.

4 **27. Payment to the LWDA.**

5 A total payment of \$25,000.00 from the Gross Settlement Amount will be allocated as the
6 PAGA Payment to be paid as penalties under the Labor Code Private Attorneys General Act of
7 2004, to the LWDA. Seventy-five percent (75%) of the PAGA Payment will be paid to the LWDA
8 and the remaining twenty-five (25%) shall be paid to the PAGA Members.

9 **28. Final Approval Hearing and Entry of Final Judgment.**

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

15 **29. Final Approval Order.**

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

21 **30. Nullification of Settlement Agreement.**

22 In the event: (i) the Court denies preliminary approval of the Settlement; (ii) the Court
23 denies final approval of the Settlement; (iii) the Court refuses to enter a Final Judgement as
24 provided herein; or (iv) the Settlement does not become final for any other reason, this Settlement
25 Agreement shall be null and void and any order or judgement entered by the Court in furtherance
26 of this Settlement shall be treated as void from the beginning. If one or more of such events occur
27 causing the Settlement Agreement to become null and void. the Parties shall proceed in all respects
28 as if this Agreement had not been executed, except that any fees already incurred by the Claims

1 Administrator shall be divided equally between Plaintiffs and Defendants. The return of any paid
2 Settlement funds to Defendants shall occur no later than five (5) business days after one or more
3 of the triggering events leading to nullification occurs. In the event an appeal is filed from the
4 Court's Final Judgment, or any other appellate review is sought, administration of the Settlement
5 shall be stayed pending final resolution of the appeal or other appellate review, but any fees
6 incurred by the Claims Administrator prior to it being notified of the filing of an appeal from the
7 Court's Final Judgment, or any other appellate review, shall be paid to the Claims Administrator
8 in equal parts by Plaintiffs and Defendants within thirty (30) days of said notification.

9 **31. *Viking River Cruises, Inc.* Has No Effect on This Settlement**

10 In light of *Viking River Cruises, Inc. v. Morian*, No. 20-1573, the Parties agree that they
11 will facilitate and participate in this Settlement in good faith regardless of the outcome of *Viking*.
12 It is the expectation of the Parties that *Viking* shall have no effect on this Settlement and that all
13 of the Parties entered into this Settlement with knowledge of *Viking* and the uncertainty in the
14 law. As such, unless the Court denies preliminary approval in this matter three (3) times, neither
15 Party can seek to nullify this Settlement Agreement based on a change in the law.

16 **32. Defendants' Right to Withdraw**

17 If more than 3% of the Class Members opt out of the Settlement, Defendants have the
18 option to withdraw from the Settlement. Defendants agree to pay the costs associated with the
19 administration up to the date of withdraw. Defendants shall notify Class Counsel of its intention
20 to withdraw within ten (10) business days of receiving notice that the opt outs have increased
21 beyond 3%.

22 **33. Increase in Class Members.**

23 It was represented to Class Counsel that the Class Members are estimated to be 118 people.
24 Upon receipt of the Class Data, the Claims Administrator shall confirm to Plaintiffs that the Class
25 Data is consistent with these representations. To the extent the number of Class Members increases
26 beyond 118 by more than 10%, Defendants shall have the option to increase the Gross Settlement
27 Amount by a proportionate amount to the extent it exceeds 10%. For example, if the number of
28 Class Members increases by 11%, Defendants shall increase the Gross Settlement Amount by 1%.

1 If the increase causes an increase of the cost of settlement administration beyond the amount that
2 has been approved by the Court, Defendants shall, at its option, separately bear the increased cost
3 of settlement administration outside of the Gross Settlement Amount. If Defendants elect to not
4 separately bear the increase cost, it may, at its option, withdraw from the class settlement.

5 **32. No Effect on Employee Benefits.**

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

10 **33. No Admission by Defendants.**

11 Defendants deny any and all claims alleged in the Lawsuit and deny all wrongdoing
12 whatsoever. This Settlement Agreement is not a concession or admission, and shall not be used
13 against Defendants as an admission or indication with respect to any claim of any fault, concession,
14 or omission by Defendants.

15 **34. Exhibits and Headings.**

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

21 **35. Interim Stay of Proceedings.**

22 Upon full execution of this Settlement Agreement, the Parties agree that based upon Code
23 of Civil Procedure §583.310 (“the 5 year rule”), the Lawsuit shall be stayed in its entirety except
24 for the proceedings necessary to implement and complete the Settlement.

25 **36. Amendment or Modification.**

26 This Settlement Agreement may be amended or modified only by a written instrument
27 signed by counsel for all Parties or their successors-in-interest.
28

1 **37. Entire Agreement.**

2 This Settlement Agreement and any attached Exhibits constitute the entire Settlement
3 Agreement among these Parties, and no oral or written representations, warranties, or inducements
4 have been made to any Party concerning this Settlement Agreement or its Exhibits other than the
5 representations, warranties, and covenants contained and memorialized in the Settlement
6 Agreement and its Exhibits. The Parties are entering into this Settlement Agreement based solely
7 on the representations and warranties herein and not based on any promises, representation, and/or
8 warranties not found herein.

9 **38. Authorization to Enter into Settlement Agreement.**

10 Counsel for all Parties warrant and represent they are expressly authorized by the Parties
11 whom they represent to negotiate this Settlement Agreement and to take all appropriate actions
12 required or permitted to be taken by such Parties pursuant to this Settlement Agreement to
13 effectuate its terms, and to execute any other documents required to effectuate the terms of this
14 Settlement Agreement. The Parties and their counsel will cooperate with each other and use their
15 good faith efforts to effect the implementation of the Settlement. In the event the Parties are unable
16 to reach agreement on the form or content of any document needed to implement the Settlement,
17 or on any supplemental provisions that may become necessary to effectuate the terms of this
18 Settlement, the Parties may seek the assistance of the Court to resolve such disagreement. The
19 persons signing this Settlement Agreement on behalf of Defendants represent and warrant that they
20 are authorized to sign this Agreement on behalf of Defendants. Plaintiffs represent and warrant
21 that they are authorized to sign this Agreement and that they have not assigned any claim, or part
22 of a claim, covered by this Settlement to a third-party.

23 **39. Binding on Successors and Assigns.**

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

26 **40. California Law Governs.**

27 All terms of this Settlement Agreement and the Exhibits hereto shall be governed by and
28 interpreted according to the laws of the State of California.

41. Counterparts.

This Settlement 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.

42. 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 Settlement 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 Settlement Agreement and all orders and judgments entered in connection therewith. All terms of this Settlement Agreement are subject to approval by the Court.

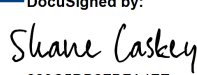
43. Invalidity of Any Provision.

Before declaring any provision of this Settlement 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 Settlement Agreement valid and enforceable.

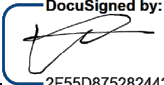
WHEREFORE, Plaintiffs, on behalf of themselves and the Class Members, and Defendants have executed this Agreement as of the dates set forth below.

IT IS SO AGREED:

Dated: APRIL 29, 2022

DocuSigned by:

 By: Shane Caskey
 228C5D82F0FA4FE...

4/29/2022
 Dated: _____, 2022

DocuSigned by:

 By: Kalkidan Siler
 2F55D8752824426...

Dated: _____, 2022

Joey Restaurant (Los Angeles) Inc.

By: _____
 Beth Bolyard, Duly Authorized Representative

1 **41. Counterparts.**

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

4 **42. Jurisdiction of the Court.**

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

12 **43. Invalidity of Any Provision.**

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

16 WHEREFORE, Plaintiffs, on behalf of themselves and the Class Members, and Defendants
17 have executed this Agreement as of the dates set forth below.

18 **IT IS SO AGREED:**

19 Dated: _____, 2022

20 By: _____
Shane Caskey

21
22 Dated: _____, 2022

23 By: _____
Kalkidan Siler

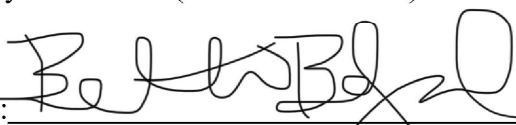
24 Dated: April 29, 2022

Joey Restaurant (Los Angeles) Inc.

25
26 By: Beth Bolyard
27 Beth Bolyard, Duly Authorized Representative
28

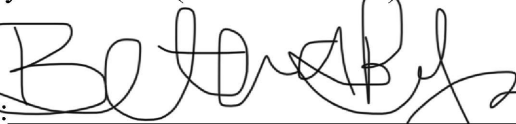
1 Dated: April 29, 2022

Joey Restaurant (Manhattan Beach) Inc.

2 By: 
3 Beth Bolyard, Duly Authorized Representative

4 Dated: April 29, 2022

Joey Restaurant (Woodland Hills) Inc.

5 By: 
6 Beth Bolyard, Duly Authorized Representative

7
8
9 **APPROVED AS TO FORM AND CONTENT:**

10 Dated: May 9, 2022

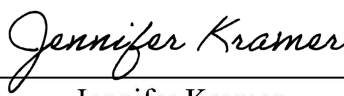
KINGSLEY & KINGSLEY APC

11 By: 
12 Eric B. Kingsley
13 Liane Katzenstein Ly
14 Jessica Adlouni
15 Attorneys for Plaintiff Shane Caskey, the
16 proposed class, and all PAGA groups

17 Dated: May 9, 2022, 2022

HENNIG KRAMER RUIZ & SINGH, LLP
Jennifer Kramer

18 **VISION LEGAL, INC.**
19 Tina Mehr

20 By: 
21 Jennifer Kramer
22 Attorneys for Plaintiff Kalkidan Siler, the
23 proposed class, and all PAGA groups

24 Dated: April 29, 2022

DAVIS WRIGHT TREMAINE LLP

25 By: 
26 Camilo Echavarria
27 Evelyn Wang
28 Christopher Im
Attorneys for Defendants

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EXHIBIT “A”

[CLASS MEMBER NAME]

**SHANE CASKEY; KALKIDAN SILER v. JOEY RESTAURANT (LOS ANGELES) INC.;
JOEY RESTAURANT (MANHATTAN BEACH) INC.; JOEY RESTAURANT
(WOODLAND HILLS) INC.**

**Superior Court of the State of California, County of Los Angeles
Case Nos.: 20STCV48840 and 21STCV11098**

If you are a current or former employee for JOEY RESTAURANT (LOS ANGELES) INC.; JOEY RESTAURANT (MANHATTAN BEACH) INC.; and/or JOEY RESTAURANT (WOODLAND HILLS) INC. (collectively, the “Defendants”), a class action lawsuit may affect your rights and you may be entitled to benefits under the settlement.

You are not being sued. A court authorized this notice. This is not a solicitation from a lawyer.

**PLEASE READ THIS NOTICE CAREFULLY. IT CONTAINS IMPORTANT
INFORMATION ABOUT YOUR RIGHTS.**

- This lawsuit involves a putative class consisting of:

All current and former non-exempt employees who worked for Defendants in the State of California during the Class Period.

The Class Period is from October 15, 2019 through and including March 28, 2022.

The actual scope and composition of the class, and the persons included and excluded from the class is set forth more particularly in the JOINT STIPULATION OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT AND RELEASE OF CLAIMS

- You are receiving this Notice because the records reflect that you may be a Class Member.
- Plaintiffs in this class action allege that Defendants failed to pay wages and overtime, failed to appropriately provide or compensate for mandated rest periods, failed to provide and compensate for mandated meal periods, failed to keep accurate records and wage statements, is liable for conversion, is liable for penalties under California’s Business and Professions Code, and is liable for penalties under California’s Labor Code Private Attorneys General Act or “PAGA.” Defendants deny Plaintiffs’ claims, and assert that they have complied with all of their legal obligations to their employees.
- There has been a settlement that affects your rights. Although the Court has authorized the Parties to provide this notice of the proposed settlement, the Court has expressed no opinion on the merits of Plaintiffs’ claims or Defendants’ defenses.
- You will not be penalized or retaliated against by Defendants for participating in this class action settlement. If you are currently employed by Defendants, your employment will not be affected in any way. Current employees of Defendants who choose to participate in the settlement will not be required to resign and can continue to work for Defendants.

- You have several options available to you:

DO NOTHING	By doing nothing, you <u>will</u> receive a share of the settlement proceeds, and you will give up any rights to sue Defendants for any and all claims which arose during the Class Period and (i) were asserted in the LWDA Letter and Plaintiffs' Complaints; and/or (ii) reasonably could have been asserted in the Action based upon the facts alleged in the LWDA Letter and Plaintiffs' Complaints, including without limitation, any claims under any California statute, regulation, rule or common law, or any other legal or equitable theory alleging as well as all class action claims arising out of or related to the factual allegations pled in Plaintiffs' Complaints which occurred during the relevant class period. These claims include, but are not limited to: Failure to pay wages/overtime; Failure to provide meal periods, Failure to provide rest periods; Conversion, Failure to keep accurate information, Failure to issue lawful itemized wages statement pursuant to section 226(a); Waiting time penalties; Unfair Business Practices pursuant to Business & Professions Code section 17200 et seq; and all claims, rights, demands, actions, and obligations of any kind or nature related to any alleged tips owed, penalties or other amounts that relate to tips.
ASK TO BE EXCLUDED (OPT OUT)	Exclude yourself from this lawsuit. Keep your rights to file a separate claim against Defendants. If you ask to be excluded, you <u>will not</u> receive a share of the class action settlement proceeds, but you keep any rights you may have to bring your own suit against Defendants for the same legal claims in this lawsuit with the exception of claims under PAGA during the Class Period. You may not opt out of the settlement of claims under PAGA and you will receive your portion of the settlement allocated to PAGA and you will be bound by the release of PAGA claims regardless of whether you ask to be excluded from the class action settlement.
OBJECT	Object to the terms of this Settlement.

Your options are explained in this notice.
To opt out or object, you must act by XXXX.

1. Why did I get this notice?

A proposed settlement has been reached in a class action lawsuit that was brought on behalf of Defendants' employees. You have received this notice because Defendants' records indicate that

you are a member of this class.

2. What is this lawsuit about?

Plaintiff Shane Caskey filed a lawsuit on a representative action basis on December 22, 2020 and Plaintiff Kalkidan Siler filed a lawsuit on a class-wide basis on March 22, 2021 (collectively, the “Action” or “Lawsuit”). Plaintiffs filed the Action on behalf of all current and former non-exempt employees who worked for Defendants in the State of California during the Class Period. The operative complaints allege causes of action on a class-wide and representative basis against Defendants for: Failure to pay wages and overtime pursuant to Labor Code sections 1194 and 1197; Failure to provide meal periods pursuant to Labor Code sections 226.7 and 512; Failure to provide rest periods pursuant to Labor Code section 226.7; Failure to keep accurate information in violation of Labor Code section 226 and IWC Wage Order and 14-2001; Conversion; Penalties Pursuant to Labor Code section 226(a); Penalties Pursuant to Labor Code section 203; Unfair Business Practices pursuant to Business & Professions Code section 17200 et seq.; and Penalties pursuant to the Private Attorney General Act of 2007 (“PAGA”) (Lab. Code § 2699 et seq.).

3. Has the Court decided who is right?

No. The Court has made no decision regarding the merits of Plaintiffs’ allegations or Defendants’ defenses.

4. Why did this case settle?

The Parties reached a settlement in order to avoid the risk, inconvenience and expense of further litigation. Plaintiffs and their attorneys believe the proposed settlement is fair, adequate and in the best interest of the class members to whom it applies given the outcome of their investigation, the consumption of time and resources required in connection with further litigation, and the uncertainty in the law governing some of the claims presented. Although Defendants dispute Plaintiffs’ claims and assert that they have complied with all of its legal obligations toward its employees, Defendants have also concluded that further litigation would be protracted and expensive, and would also divert management and employee time.

5. What are the terms of the settlement and how much will I receive?

The Gross Settlement Amount is \$725,000.00. Under the proposed settlement, the following amounts will be deducted before any payments are made to employees, subject to final approval by the Court:

- Attorneys’ fees: \$241,666.67
- Litigation Costs: Up to \$30,000.00
- Claims Administration Costs: Up to \$25,000.00
- Enhancement/ General Release Payment to Named Plaintiffs: \$15,000.00
- Penalties to the Labor & Workforce Development Agency: \$25,000.00

After these deductions, \$388,333.33 will be available for payment to the Class Members receiving this notice (“Net Settlement Amount”).

Additionally, any Class Member who was employed during the PAGA Release Period, October

15, 2019 up to and including March 28, 2022, will be entitled to a share of the amount allocated to PAGA penalties. Of the \$25,000.00 allocated to PAGA penalties, 75% (\$18,750.00) shall be paid to the Labor & Workforce Development Agency and the remaining 25% (\$6,250.00) shall be paid to the PAGA Members on a pro rata basis based on the number of shifts you worked during the PAGA Release Period. You may not opt out of the PAGA Settlement and you will be bound by the release of PAGA claims under the Settlement.

Each Participating Class Member's Individual Settlement Payments shall be determined on a pro rata basis based upon the number of shifts during which the employee worked in proportion to the aggregate number of shifts by all Class Members during the Class Period.

All Individual Settlement Payments will be allocated as follows: 1/5 (20%) to settlement of wage claims and 4/5 (80%) to settlement of claims for interest and statutory penalties.

According to Defendants' records, the total number of shifts that you worked as a Class Member *during the Class Period* is _____. The number of shifts you worked during the *PAGA Release Period* is _____. If you disagree with this information and would like someone to look into the matter, please follow the procedure below. Based on these work shifts, your estimated Individual Settlement Payment is _____. Based on these work shifts, your estimated share of the PAGA payment is _____.

6. What if I disagree with the number of work shifts shown above?

If you believe the information in the notice is incorrect regarding the number of work shifts, you will need to write a letter setting forth the number of work shifts that you believe are correct. You may attach any relevant documentation in support thereof. You must mail your letter to:

<<Joey Restaurant Claims Administrator>>

You must submit such information by XXXX. Class Counsel and the Claims Administrator will work together in good faith and do their best to promptly resolve the dispute based on available records. In the event they are unable to resolve any dispute under this Section, the Claims Administrator shall review all information, material and documents and make a decision regarding the dispute.

7. What do I have to do to receive a share of the settlement?

If you wish to receive an award under the terms of this settlement, you do not have to do anything. However, it is advisable to confirm your current mailing address with the Claims Administrator in order to ensure you receive your settlement share. You will be covered by the release summarized in Section 8, below.

8. What rights am I giving up?

The claims you will Release by doing nothing are: any and all claims which arose during the Class Period and (i) were asserted in the LWDA Letter and Plaintiffs' Complaints; and/or (ii) reasonably could have been asserted in the Action based upon the facts alleged in the LWDA Letter and Plaintiffs' Complaints, including without limitation, any claims under any California statute, regulation, rule or common law, or any other legal or equitable theory alleging as well as all class action claims arising out of or related to the factual allegations pled in Plaintiffs' Complaints which

occurred during the relevant class period. These claims include, but are not limited to: Failure to pay wages/overtime; Failure to provide meal periods, Failure to provide rest periods; Conversion, Failure to keep accurate information, Failure to issue lawful itemized wages statement pursuant to section 226(a); Waiting time penalties; Unfair Business Practices pursuant to Business & Professions Code section 17200 et seq; and all claims, rights, demands, actions, and obligations of any kind or nature related to any alleged tips owed, penalties or other amounts that relate to tips from October 15, 2019 through March 28, 2022 (“Released Class Claims”).

Additionally, if you are a PAGA Member you agree to release Defendants for any and all penalties pursuant to the Private Attorney General Act of 2007 (“PAGA” (Lab. Code § 2699 et seq.) for violations of Labor Code sections 201-204, 221, 224, 226(a), 226.3, 233, 245, 247.5, 227.3, 351, 353, 354, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 1198.5, 2802 and 2810.5 for the PAGA Release Period (“Released PAGA Claims”).

9. What if I do not wish to be involved?

Anyone not wishing to participate in the settlement may exclude himself or herself (“opt out”) by completing, signing, and mailing a letter indicating that they do not want to participate in the settlement to the Claims Administrator, by **XXXX**.

Joey Restaurant Claims Administrator
c/o **XXXX**

If your Request for Exclusion is postmarked after **XXXX**, it will be rejected, and you will be a Participating Class Member and be bound by the settlement terms and release. Anyone who submits a timely and valid Request for Exclusion shall not be deemed a Participating Class Member and will not receive any payment as part of this settlement (except for the individual’s share of the PAGA payment). Such persons will keep any rights to sue Defendants separately about the claims made in the Lawsuit (except for the Released PAGA Claims).

10. What if I have an objection?

A class member may object to the settlement in writing or in person. Written objections and all supporting briefs or other materials must be submitted to the Claims Administrator no later than **XXXX**.

Any class member may make an objection at the Final Approval Hearing with or without filing or serving any written objection. The Class Member may appear personally or through an attorney, at his or her own expense, at the Final Approval Hearing to present his or her objection directly to the Court. Any attorney who will represent an individual objecting to this Settlement who has not filed a written objection must file a notice of appearance with the Judge and serve Class Counsel and Defense Counsel no later than _____. The Final Approval and Fairness Hearing will be held in Dept. 11 of the Los Angeles County Superior Court, Spring Street Courthouse, located at 312 N. Spring Street, Los Angeles, CA 90012 on _____, 2022, at **XX** (a.m./p.m.) (Pacific Time).

<u>Class Counsel:</u> Kingsley & Kingsley, APC Eric B. Kingsley, Esq. Liane Katzenstein Ly, Esq. Jessica Adlouni, Esq. 16133 Ventura Blvd., Suite 1200 Encino, CA 91436 Telephone: (818) 990-8300	<u>Counsel for Defendants:</u> Davis Wright Tremaine LLP Camilo Echavarria, Esq. Evelyn Wang, Esq. Christopher Im 865 South Figueroa Street, 24th Floor Los Angeles, California 90017-2566 Telephone: (213) 633-6800
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11. Do I need a lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. However, if you want your own lawyer, you are free to hire one at your own expense.

12. What happens next in the case?

The Settlement has only been preliminarily approved. The Court will hold a hearing in Dept. 11 of the Los Angeles County Superior Court, Spring Street Courthouse, located at 312 N. Spring Street, Los Angeles, CA 90012 on _____, 2022, at **XX** (a.m./p.m.) (Pacific Time), to consider any objections and determine whether the settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel's request for attorneys' fees and costs, Plaintiffs' enhancement awards, and the costs of claims administration. The hearing may be continued without further notice to you. It is not necessary for you to appear at this hearing.

13. How can I receive more information?

This notice is a summary of the basic terms of the settlement. For further information, you may also telephone the Joey Restaurant Claims Administrator, (listed above), or Class Counsel (listed above).

Please do not telephone the Court, the Office of the Clerk, or Defendants' counsel for information regarding this settlement.

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EXHIBIT “B”

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Attorneys for Plaintiffs, the Proposed Class, and all PAGA Groups

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

SHANE CASKEY; KALKIDAN SILER as
individuals, on behalf of themselves and
others similarly situated,

PLAINTIFFS,

v.

JOEY RESTAURANT (LOS ANGELES)
INC.; JOEY RESTAURANT
(MANHATTAN BEACH) INC.; JOEY
RESTAURANT (WOODLAND HILLS)
INC.; JOEY RESTAURANT GROUP; and
DOES 1 thru 50, inclusive,

DEFENDANTS.

CASE NO. 20STCV48840
Consolidated with Case No. 21STCV11098

[Case Assigned for All Purposes to the Hon.
David S. Cunningham in Dept. 11]

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: XX
Time: XX
Dept.: 11

Siler Action Filed: 03/22/2021
Caskey Action Filed: 12/22/2020
Trial Date: None Scheduled

1 The Motion for Preliminary Approval of the Joint Stipulation of Class and Representative
2 Action Settlement and Release of Claims (“Settlement Agreement”), a copy of which is attached
3 to Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement as Exhibit “1”, came
4 before this Court on XXXX. The Court, having considered the papers submitted in support of the
5 motion of the parties, **HEREBY ORDERS THE FOLLOWING:**

6 1. The Court grants preliminary approval of the Settlement Agreement and the Class²
7 based upon the terms set forth in the Settlement Agreement filed herewith. The Settlement is fair,
8 adequate, and reasonable to the Class. The Court finds that: (a) the Settlement Agreement
9 resulted from extensive arm’s length negotiations; and (b) the Settlement Agreement is sufficient
10 to warrant notice of the Settlement to persons in the Class and a full hearing on the final approval
11 of the Settlement.

12 2. Settlement “Class Member(s)” or “Class” means all current and former non-exempt
13 employees who worked for Defendants in the State of California from October 15, 2019 up to and
14 including March 28,2022.

15 3. “PAGA Member” or “PAGA Group” means all current and former non-exempt
16 employees who worked one or more pay periods for Defendants in the State of California from
17 October 15, 2019 up to and including March 28, 2022.

18 4. The Settlement falls within the range of reasonableness and appears to be
19 presumptively valid, subject only to any objections that may be raised at the final fairness hearing
20 and final approval by this Court.

21 5. The Court makes the following preliminary findings for settlement purposes
22 only:

- 23 A. The Class, which consists of approximately 118 persons, is so numerous
24 that joinder of all members is impracticable;
25 B. There appear to be questions of law or fact common to the Class for
26 purposes of determining whether this Settlement should be approved;
27 C. Plaintiffs’ claims appear to be typical of the claims being resolved through
28 the proposed settlement;

² All capitalized terms herein shall have the meaning ascribed to them in the Settlement Agreement unless otherwise defined.

1 D. Plaintiffs appear to be capable of fairly and adequately protecting the
interests of the Class Members in connection with the proposed settlement;

2 E. Common questions of law and fact appear to predominate over questions
3 affecting only individual persons in the Class. Accordingly, the Class
4 appears to be sufficiently cohesive to warrant settlement by representation;
and

5 F. Certification of the Class appears to be superior to other available methods
for the fair and efficient resolution of the claims of the Class.

6 6. The Court approves, as to form and content, the Notice of Class Action Settlement
7 to Class Members in substantially the form attached to the Settlement Agreement as Exhibit A.

8 7. The Court approves the procedure for Class Members to object to the Settlement as
9 set forth in the Notice of Class Action Settlement to Class Members.

10 8. The Court approves the procedure for Class Members to become Participating Class
11 Members as set forth in the Notice of Class Action Settlement to Class Members.

12 9. The Court directs the mailing of the Notice of Class Action Settlement to Class
13 Members by first class mail to the Class Members in accordance with the Implementation Schedule
14 set forth below. The Court finds that the dates selected for the mailing and distribution of the
15 Notice of Class Action Settlement, as set forth in the Implementation Schedule, meet the
16 requirements of due process and provide the best notice practicable under the circumstances and
17 shall constitute due and sufficient notice to all persons entitled thereto.

18 10. The Court confirms Kingsley & Kingsley, APC, Hennig Kramer Ruiz & Singh
19 LLP, and Vision Legal, Inc. as Class Counsel.

20 11. The Court confirms SHANE CASKEY and KALKIDAN SILER as the Named
21 Plaintiffs.

22 12. The Court approves XX as the Claims Administrator.

23 13. The Court orders that pursuant to the Labor Code Private Attorneys General Act,
24 Labor Code §§ 2698, et seq. ("PAGA"), statutory notice of this Settlement has been and will
25 continue to be given to the Labor & Workforce Development Agency.

26 14. The Court orders the following Implementation Schedule for further proceedings:

27

a.	Preliminary Approval	XXXX
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28

b.	Deadline for Defendants to Provide Class Data to Claims Administrator.	30 business days from Preliminary Approval
c.	Mail Notice to Class Members	15 calendar days from Claims Administrator's receipt of Class Data
d.	Deadline for Class Members to Postmark Claims Form	60 calendar days from mailing of Notice Packet (judged by postmark date)
e.	Deadline for Class Members to Postmark Any Objection	60 calendar days from mailing of Notice Packet (judged by postmark date)
f.	Deadline for Class Counsel to file Motion for Final Approval of Class Settlement	To be determined by the Court _____
g.	Deadline for Class Counsel to file Motion for Class Counsel Award	To be determined by the Court _____
h.	Final Approval Hearing	To be determined by the Court _____

15. IT IS FURTHER ORDERED that if the Court does not execute and file an Order of Final Approval and Judgment, or if the Effective Date of Settlement, as defined in the Settlement Agreement, does not occur for any reason, the Settlement Agreement and the proposed Settlement that is the subject of this Order shall become null, void, unenforceable and inadmissible in any judicial, administrative or arbitral proceeding for any purpose, and all evidence, court orders and proceedings had in connection therewith, shall be without prejudice to the status quo ante rights of the Parties to the litigation, as more specifically set forth in the Settlement Agreement.

16. IT IS FURTHER ORDERED that, pending further Order of this Court, all proceedings in this consolidated action except those contemplated herein and in the Settlement Agreement are hereby stayed.

17. The Court expressly reserves the right to adjourn or continue the Final Fairness

Hearing from time to time without further notice to members of the Class.

DATED: _____

JUDGE OF THE SUPERIOR COURT

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EXHIBIT “C”

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Attorneys for Plaintiffs, the Proposed Class, and all PAGA Groups

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

SHANE CASKEY; KALKIDAN SILER an
individual, on behalf of themselves and others
similarly situated,

PLAINTIFFS,

v.

JOEY RESTAURANT (LOS ANGELES)
INC.; JOEY RESTAURANT
(MANHATTAN BEACH) INC.; JOEY
RESTAURANT (WOODLAND HILLS)
INC.; JOEY RESTAURANT GROUP; and
DOES 1 thru 50, inclusive,

DEFENDANTS.

CASE NO. 20STCV48840
Consolidated with Case No. 21STCV11098

[Case Assigned for All Purposes to Hon.
David S. Cunningham in Dept. 11]

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND ENTERING
JUDGMENT**

Date: XX
Time: XX
Dept.: 11

Siler Action Filed: 03/22/2021
Caskey Action Filed: 12/22/2020
Trial Date: None Scheduled

1 **TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:**

2 The above captioned consolidated Action is a class action and representative action lawsuit
3 brought by Plaintiffs Shane Caskey and Kalkidan Siler (collectively, “Plaintiffs”) against
4 Defendants JOEY RESTAURANT (LOS ANGELES) INC., JOEY RESTAURANT
5 (MANHATTAN BEACH) INC., and JOEY RESTAURANT (WOODLAND HILLS) INC.
6 (collectively, “Defendants”) (Plaintiffs and Defendants, together the “Parties”). The Motion for
7 Final Approval of Class Action Settlement came before this Court on XXXX.

8 **WHEREAS**, Judge David S. Cunningham granted preliminary approval of the Joint
9 Stipulation of Class and Representative Action Settlement and Release of Claims (“Settlement
10 Agreement”), attached to the concurrently-filed Declaration of Liane Katzenstein Ly as Exhibit
11 “1”, on XX.

12 **WHEREAS**, Plaintiffs SHANE CASKEY and KALKIDAN SILER have applied to the
13 Court for an order granting final approval of the Settlement Agreement.

14 **WHEREAS**, the Settlement Agreement sets forth the terms and conditions of the proposed
15 Settlement and for entry of an order of final approval and entry of final judgment thereon. The
16 Court having read and considered Plaintiffs’ Motion for Final Approval of Class Action
17 Settlement; Motion for Approval of Attorneys’ Fees and Costs; the Declarations of Liane
18 Katzenstein Ly, Tina Mehr, Jennifer Kramer, Shane Caskey, Kalkidan Siler, and XXXX of (Name
19 of Claims Administrator); and the supporting documents annexed thereto, now finds:

20 **NOW THEREFORE, GOOD CAUSE APPEARING, IT IS HEREBY ORDERED:**

21 1. The Court has personal jurisdiction over all Class Members³ and that the Court has
22 subject matter jurisdiction to approve the Settlement;

23 2. The terms of the Settlement are fair, just, reasonable, and adequate, consistent and
24 in compliance with California Code of Civil Procedure, the California and United States
25 Constitutions (including the due process clauses), the California Rules of Court and any other
26 applicable law, and in the best interest of each of the Parties and the Class Members and is hereby
27

28 ³ All capitalized terms herein shall have the meaning ascribed to them in the Settlement Agreement unless otherwise defined.

1 finally approved in all respects.

2 3. The Parties are hereby directed to perform the terms of the Settlement as described
3 in the Settlement Agreement according to its terms and provisions.

4 4. The Settlement Agreement is binding on Plaintiffs and all other Class Members,
5 except those timely and properly filed Requests for Exclusions, as well as their heirs, executors,
6 and administrators, successors, and assigns.

7 5. There are XX (XX) valid requests for exclusion.

8 6. There are XX (XX) valid objections.

9 7. It is ordered that the Class is certified for settlement purposes only. The Court finds
10 that an ascertainable class exists and a well-defined community of interest exists in the questions
11 of law and fact involved because in the context of the Settlement: (i) there are questions of law
12 and fact common to the Class Members which, as to the Settlement and all related matters,
13 predominate over any individual questions; (ii) the Claims of Plaintiffs are typical of the Claims
14 of the Class Members; and (iii) in negotiating, entering into and implementing the Settlement,
15 Plaintiffs and Plaintiffs' Attorneys have fairly and adequately represented and protected the
16 interest of the Class Members.

17 8. The Court finds that the Notice of Class Action Settlement and notice methodology
18 implemented pursuant to this Settlement (i) constituted the best practicable notice; (ii) constituted
19 notice that was reasonably calculated, under the circumstances, to apprise Class Members of the
20 pendency of the Action, their right to object to or exclude themselves from the proposed Settlement
21 and their right to appear at the Final Settlement Hearing; (iii) were reasonable and constituted due,
22 adequate and sufficient notice to all persons entitled to receive notice; and (iv) met all applicable
23 requirements of the California Code of Civil Procedure, the California and United States
24 Constitution (including the Due Process Clause), the California Rules of Court and any other
25 applicable law.

26 9. The Class is hereby made final. The Class is defined as all current and former non-
27 exempt employees who worked for Defendants in the State of California from October 15, 2019
28 up to and including March 28, 2022.

1 10. The PAGA Members are hereby made final. The PAGA Members are defined as
2 all current and former non-exempt employees who worked one or more pay periods for Defendants
3 in the State of California from October 15, 2019 up to and including March 28, 2022.

4 11. Pursuant to the Settlement Agreement, upon entry of this Final Order, Plaintiffs and
5 the Class Members release Defendants and any of its past and present parents, subsidiaries,
6 partners, members and affiliates, and their respective past and present predecessors, successors,
7 assigns, representatives, officers, directors, agents, employees, partners, investors, owners,
8 members, affiliates, insurers, legal representatives and attorneys (“Released Parties”) from any
9 and all claims which arose during the Class Period and (i) were asserted in the LWDA Letter and
10 Plaintiffs’ Complaints; and/or (ii) reasonably could have been asserted in the Action based upon
11 the facts alleged in the LWDA Letter and Plaintiffs’ Complaints, including without limitation, any
12 claims under any California statute, regulation, rule or common law, or any other legal or equitable
13 theory, as well as all class action claims arising out of or related to the factual allegations pled in
14 Plaintiffs’ Complaints which occurred during the relevant Class Period. These claims include, but
15 are not limited to: Failure to pay wages/overtime; Failure to provide meal periods, Failure to
16 provide rest periods; Conversion, Failure to keep accurate information, Failure to issue lawful
17 itemized wages statement pursuant to section 226(a); Waiting time penalties; Unfair Business
18 Practices pursuant to Business & Professions Code section 17200 et seq; and all claims, rights,
19 demands, actions, and obligations of any kind or nature related to any alleged tips owed, penalties
20 or other amounts that relate to tips from October 15, 2019 up to and including the date of
21 preliminary approval or sixty days from the date of the January 27, 2022 mediation, whichever
22 comes first.

23 12. Pursuant to the Settlement Agreement, upon entry of this Final Order, Plaintiffs and
24 the PAGA Members release Defendants and the Released Parties from any and all penalties
25 pursuant to the Private Attorney General Act of 2007 (“PAGA”) (Lab. Code § 2699 et seq.) for
26 violations of Labor Code sections 201-204, 221, 224, 226(a), 226.3, 233, 245, 247.5, 227.3, 351,
27 353, 354, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 1198.5 2802 and 2810.5 from October 15,
28 2019 up to and including March 28, 2022.

1 13. The Settlement Agreement is not an admission by Defendants, nor is this Final
2 Order a finding of the validity of any allegations or of any wrongdoing by Defendants. Neither
3 this Final Order, the Settlement, nor any document referred to herein, nor any action taken to carry
4 out the Settlement, shall be construed or deemed an admission of liability, culpability, negligence,
5 or wrongdoing on the part of Defendants.

6 14. Plaintiffs and all Class Members who have not been timely and properly requested
7 exclusion from the Class, and any person acting on their behalf, are permanently barred and
8 enjoined from: (i) filing, commencing, prosecuting, intervening in, participating in (as class
9 members or otherwise), or receiving any benefits or other relief from, any other lawsuit, in any
10 state or federal court, arbitration, or administrative, regulatory or other proceeding or order in any
11 jurisdiction based on the Released Class Claims and/or Released PAGA Claims; and (ii)
12 organizing such non-excluded Class Members into a separate class for purposes of pursuing as a
13 purported class action (including by seeking to amend a pending complaint to include class
14 allegations, or by seeking class certification in a pending action) any lawsuit based on or relating
15 to the Released Class Claims and/or Released PAGA Claims;

16 15. The Settlement Agreement provides that the Gross Settlement Amount is Seven
17 Hundred Twenty Five Thousand Dollars and zero cents (\$725,000.00). The Net Settlement
18 Amount shall be determined according to the terms of the Settlement Agreement.

19 16. The Court orders the calculations and the payments to be made and administered in
20 accordance with the terms of the Settlement Agreement.

21 17. The Court hereby finds that Plaintiffs and Class Counsel adequately represented the
22 Class for purposes of entering into and implementing the Settlement. The Court hereby confirms
23 Kingsley & Kingsley, APC, Hennig Kramer Ruiz & Singh LLP, and Vision Legal, Inc. as Class
24 Counsel in the Action.

25 18. The Court hereby finds the unopposed application of Class Counsel for a costs and
26 attorneys' fees award provided for under the proposed Settlement to be fair and reasonable in light
27 of all the circumstances and is hereby granted. Of the Gross Settlement Amount, \$241,666.67
28 shall be paid for attorney fees and up to \$30,000.00 shall be paid for litigation costs.

1 19. The unopposed application of Class Counsel for a Service Award is hereby granted.
2 Of the Gross Settlement Amount, a \$15,000.00 enhancement award shall be allocated to Named
3 Plaintiffs SHANE CASKEY and KALKIDAN SILER.

4 20. The unopposed application of Class Counsel for claims administration fees to XX
5 or the designated claim administrator is hereby granted. Of the Gross Settlement Amount, up to
6 \$25,000.00 shall be paid for settlement administration fees.

7 21. The Court approves the PAGA Payment in the amount of \$25,000.00. The Court
8 approves 75% of the PAGA Payment being allocated to the LWDA in the amount of \$18,750.00.
9 The Court further directs that the remaining 25% of the PAGA Payment, in the amount of
10 \$6,250.00 shall be allocated to the PAGA Members.

11 22. If a Class Member and/or PAGA Member does not cash his or her settlement check
12 within 180 days of mailing, the uncashed funds shall be transmitted by the Claims Administrator
13 to the California State Controller's Unclaimed Property Fund in the name of the individual

14 23. Defendants shall have no further liability for costs, expenses, interest, attorneys'
15 fees, or for any other charge, expense, or liability, except as provided for in the Settlement
16 Agreement.

17 24. Pursuant to California Rule of Court Rule 3.769(h) and C.C.P. § 664.4, the Court
18 shall retain continuing jurisdiction over the consolidated Action, the Parties, and the Class, as well
19 as the administration and enforcement of the terms of the Settlement of this action to enforce the
20 terms of the judgment. Without affecting the finality of the Final Judgment, the Court shall retain
21 continuing jurisdiction over the Actions, the Parties, and the Class, as well as the administration
22 and enforcement of the Settlement. Any disputes or controversies arising with respect to the
23 interpretation, consummation, enforcement, or implementation of the Settlement shall be
24 presented by motion to the Court; provided however, that nothing in this Part shall restrict the
25 ability of the Parties to exercise their rights to terminate the Settlement pursuant to the terms of
26 the Settlement Agreement.

27 25. This Final Order shall constitute a final judgment.

28 26. The Court hereby dismisses the consolidated Action (including all individual

claims and Released Class Claims and Released PAGA Claims presented thereby) with prejudice,
without fees or costs to any party except as provided in the Settlement Agreement.

DATED: _____

JUDGE OF THE SUPERIOR COURT

**ADDENDUM TO JOINT STIPULATION OF CLASS AND REPRESENTATIVE
ACTION SETTLEMENT AND RELEASE OF CLAIMS**

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Joey Restaurant (Manhattan Beach) Inc.

(additional attorneys listed on following page)

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

SHANE CASKEY; KALKIDAN SILER, as
individuals, on behalf of themselves and others
similarly situated,

PLAINTIFFS,

v.

JOEY RESTAURANT (LOS ANGELES)
INC.; JOEY RESTAURANT (MANHATTAN
BEACH) INC.; JOEY RESTAURANT
(WOODLAND HILLS) INC.; JOEY
RESTAURANT GROUP; and DOES 1 thru
50, inclusive,

DEFENDANTS.

CASE NO. 20STCV48840
Consolidated with Case No. 21STCV11098

[Consolidated Case Assigned to The
Honorable David S. Cunningham in Dept. 11]

**ADDENDUM TO JOINT STIPULATION
OF CLASS AND REPRESENTATIVE
ACTION SETTLEMENT AND RELEASE
OF CLAIMS**

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class, and all aggrieved employees

**ADDENDUM TO JOINT STIPULATION OF CLASS AND REPRESENTATIVE
ACTION SETTLEMENT AND RELEASE OF CLAIMS**

Plaintiffs SHANE CASKEY and KALKIDAN SILER (“Plaintiffs”), individually and on
behalf of the Class and the State of California, as a private attorney general, on the one hand, and
Defendants JOEY RESTAURANT (LOS ANGELES) INC., JOEY RESTAURANT
(MANHATTAN BEACH) INC., and JOEY RESTAURANT (WOODLAND HILLS) INC.
 (“Defendants”) on the other hand (Plaintiffs and Defendants collectively, the “Parties”) hereby
amend the Joint Stipulation of Class and Representative Action Settlement and Release of
Claims executed by the Parties on February 23, 2021 as follows:

A. Increase in Class Members – the Parties agree that Paragraph III.33. erroneously
stated the estimated number of Class Members as 118 people and that the correct number is 1,188.
As such, Paragraph III.33. in the Joint Stipulation of Class and Representative Action Settlement
and Release of Claims is replaced with the following:

33. Increase in Class Members.

It was represented to Class Counsel that the Class Members are estimated to be 1,118
people. Upon receipt of the Class Data, the Claims Administrator shall confirm to Plaintiffs that
the Class Data is consistent with these representations. To the extent the number of Class Members
increases beyond 1,118 by more than 10%, Defendants shall have the option to increase the Gross

Settlement Amount by a proportionate amount to the extent it exceeds 10%. For example, if the number of Class Members increases by 11%, Defendants shall increase the Gross Settlement Amount by 1%. If the increase causes an increase of the cost of settlement administration beyond the amount that has been approved by the Court, Defendants shall, at its option, separately bear the increased cost of settlement administration outside of the Gross Settlement Amount. If Defendants elect to not separately bear the increase cost, it may, at its option, withdraw from the class settlement.

READ CAREFULLY BEFORE SIGNING

Dated: _____, 2022 By: _____
Shane Caskey

Dated: _____, 2022 By: _____
Kalkidan Siler

Dated: _____, 2022 Joey Restaurant (Los Angeles) Inc.

By: _____
Beth Bolyard, Duly Authorized Representative
Dated: _____, 2022 Joey Restaurant (Manhattan Beach) Inc.

By: _____
Beth Bolyard, Duly Authorized Representative

Dated: _____, 2022 Joey Restaurant (Woodland Hills) Inc.

By: _____
Beth Bolyard, Duly Authorized Representative

APPROVED AS TO FORM AND CONTENT:

Dated: _____, 2022 **KINGSLEY & KINGSLEY APC**

By: _____
Eric B. Kingsley

Liane Katzenstein Ly
Jessica Adlouni
Attorneys for Plaintiff Shane Caskey, the
proposed class, and all PAGA groups

Dated: _____, 2022

HENNIG KRAMER RUIZ & SINGH, LLP
Jennifer Kramer

VISION LEGAL, INC.
Tina Mehr

By: _____
Jennifer Kramer
Attorneys for Plaintiff Kalkidan Siler, the
proposed class, and all PAGA groups

Dated: _____, 2022

DAVIS WRIGHT TREMAINE LLP

By: _____
Camilo Echavarria
Evelyn Wang
Christopher Im
Attorneys for Defendant