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Attorneys for Plaintiff, KATHERINE TOWNSEND

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

KATHERINE TOWNSEND, an individual, on
behalf of herself, and on behalf of all persons
similarly situated,

Plaintiffs,

vs.

RO-AL, INC., a California Corporation;
PATRICK MOLLOY BASTIAN, an
individual; ALICE BASTIAN HAHN, an
individual; FRED HAHN, an individual; and
DOES 1 through 50 inclusive.

Defendants.

Case No. 20STCV18526

Hon. Yvette M. Palazuelos, Dept. SSC-9

CLASS ACTION

**DECLARATION OF DAVID R.
GREIFINGER IN SUPPORT OF
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: October 25, 2021 [Reserved]
Time: 10:00 a.m.
Dept.: SSC-9

DECLARATION OF DAVID GREIFINGER

I, David R. Greifinger, declare as follows:

1. I am an attorney of record in the above-captioned case. I am admitted, in good standing, to practice as an attorney before all courts in the State of California, the Ninth Circuit Court of Appeals, and the United States District Courts for the Central and Eastern Districts of California. I have never been subject to discipline by the State Bar of California. I am a fully qualified, adult resident of the State of California, and, if called as a witness, I would testify fully to the matters stated in this declaration. All of these matters are within my personal knowledge, except those matters that are stated to be upon information and belief, and as to those matters, I believe them to be true.

2. I submit this declaration in support of Plaintiffs' Motion for Preliminary Approval of PAGA Action and Class Settlement in *Katherine Townsend v. Ro-Al, Inc., et al.* – Los Angeles County Superior Court Case No. 20STCV18526.

3. I have practiced law since 1982 and been engaged in representing plaintiffs in class action lawsuits in the employment, telecommunications, insurance, banking, consumer fraud, antitrust, civil rights, and mass and toxic tort fields since 2000.

4. During that time, I have been involved in representing plaintiffs in class action cases in state and federal court and have been certified to act as class counsel in the Superior Court of the State of California, County of Los Angeles, in the County of Orange, and in the County of Riverside. A list of those cases is attached to this declaration as EXHIBIT 1. In class action matters, I have jointly obtained published appellate decisions from the Ninth Circuit Court of Appeals, in *Douglas v. Talk America, Inc.* (9th Cir. 2007) 495 F.3d 1062 and the California Court of Appeal in *Gomez v. Lincare, Inc.* (2009) 173 Cal.App.4th 508.

5. I am a member of the appellate panel for the California Appellate Project Los Angeles and Appellate Defenders, Inc. in San Diego. I have filed appellate briefs in over 100 cases and am counsel of record in numerous cases that have resulted in published appellate decisions.

1 6. My associate, Calvin A. Marshall, Esq. has practiced law since 2017. Mr.
2 Marshall's practice focuses on representing plaintiffs in employment and consumer class
3 actions. Mr. Marshall has assisted in the prosecution of numerous class actions that were
4 deemed complex. Mr. Marshall's assistance has included investigation, drafting of complaints,
5 motions, pleadings, and settlement agreements, propounding and responding to discovery, and
6 attending court appearances. A list of those cases is attached to this declaration as Exhibit 2.

7 7. On October 7, 2020, Ms. Townsend submitted a Notice Letter under the
8 Private Attorneys General Act (Cal. Lab. Code, §§ 2698, et seq., "PAGA") to Defendants
9 and the California LWDA. A true and correct copy of Ms. Townsend's October 7, 2020,
10 PAGA Notice Letter is attached hereto as EXHIBIT 3.

11 8. Plaintiffs' Counsel conducted a thorough year-long investigation of the
12 factual and legal issues, starting shortly after Ms. Townsend retained them and continuing
13 until the parties reached a settlement in principle.

14 9. At the outset of the litigation, Ms. Townsend provided Plaintiffs' Counsel
15 with a detailed summary of her experiences working for Defendants, and the circumstances
16 that gave rise to the alleged Labor Code violations. Ms. Townsend was able to share with
17 Plaintiffs' Counsel her intimate knowledge of Defendants' policies and practices, and how
18 these policies and practices were implemented on a daily basis. In addition to establishing
19 Plaintiffs' Counsel's initial evaluation of the lawsuit, the information that Ms. Townsend
20 provided also influenced Plaintiffs' Counsels' discovery efforts.

21 10. On December 17, 2020, the parties agreed on a scope of informal discovery
22 while staying formal discovery. The informal discovery required Defendants to produce the
23 following information and documents: a putative class list; all applicable policies provided to
24 putative class members (during the class period) related to allegations in the complaint
25 including, Overtime, Meal Breaks [e.g. policies, waiver forms, waiver revocation forms,
26 requests for premiums/notification of missed meal], Rest Breaks, Timekeeping/Clocking In and
27 Out/Attendance, Reimbursement of Business Expenses, Provision of Adequate Seating,
28 Distribution of Gratuities, and any job descriptions for hourly employees; Statistically valid

1 sample data for putative class members, including timekeeping data and information, including
2 time audits and adjustment reports, and payroll data; paystubs for Plaintiff; and financial data
3 for 2018 through 2020. Plaintiffs' Counsel received the requested documentation, which
4 included approximately 6000 pages of documents and 39 extensive spreadsheets. The
5 documents and Damages Analysis enabled Plaintiffs' Counsel to fully assess the nature and
6 scale of the claims being settled, as well as the obstacles to recovery, and to make an
7 independent assessment of the reasonableness of the terms to which the parties have
8 agreed.

9 11. Plaintiff's Counsel performed a thorough investigation into the claims at
10 issue, which included: (1) determining Plaintiff's suitability as putative class
11 representatives and as private attorneys general through interviews and analyses of
12 employment files and related records; (2) drafting the PAGA Notice Letter; (3) evaluating
13 all of Plaintiff's potential representative claims; (4) researching similar wage-and-hour
14 class actions as to the claims brought, the nature of the positions, and the type of employer;
15 (5) drafting the Complaint and First Amended Complaint; (6) propounding informal
16 discovery requests; (7) analyzing a sample of the Settlement Class' time and wage records;
17 (8) analyzing Defendants' employment policies and practices applicable to the Settlement
18 Class; (9) researching settlements in similar cases; (10) evaluating Plaintiff's claims and
19 estimating Defendants' liability for purposes of settlement; and (12) negotiating a
20 settlement with Defendants' counsel.

21 12. By engaging in such a thorough investigation and evaluation of Plaintiff's
22 claims, Plaintiff's Counsel can opine that the Settlement, for the consideration and on the
23 terms set forth in the Settlement Agreement, is fair, reasonable, an adequate, and is in the
24 best interests of Class Members in light of all known facts and circumstances, including the
25 risk of significant delay and uncertainty associated with litigation, and various defenses
26 asserted by Defendants.
27
28

1 13. Counsel engaged in a protracted exchange of settlement offers and
2 counteroffers over a two-month period before agreeing on terms of settlement. At all times,
3 the Parties' negotiations were adversarial and non-collusive.

4 14. A true and correct copy of the fully executed Settlement Agreement is
5 attached hereto as EXHIBIT 4.

6 15. The proposed Settlement Class consists of all persons who are or were
7 employed by Defendants at Patrick Molloy's Sports Pub in California in hourly paid and/or
8 non-exempt positions at any time during the period from May 12, 2016, to the date of
9 Preliminary Approval. Based on the documents (including time and payroll records) which
10 have been produced, and on defendant's discovery responses, there are approximately 323
11 Class Members.

12 16. Given that there are only approximately 323 Class Members, the average net
13 recovery will be approximately \$333.00. This recovery will be a windfall for members of
14 the Settlement Class, who mostly earn at or near the minimum wage.

15 17. As revealed by the tax returns, the restaurant and bar have been losing money
16 since 2018 and have been suffered severe financial consequences from the Covid-19
17 Pandemic. The individual defendants are elderly and in frail health.

18 18. Plaintiff's counsel, after reviewing the records and consulting with an expert,
19 estimate Defendants' maximum exposure for damages to the Class at \$1,764,694 principal
20 and interest, including \$845,004 for unpaid tips, \$479,066 for rest break violations,
21 \$406,206 for meal break violations, \$34,418 for unpaid business expenses. Using the most
22 generous method of calculation of penalties for the PAGA group, Mr. Gorlick estimates
23 that PAGA penalties total \$3,936,849.

24 19. Based on the documents (including time and payroll records) which have
25 been produced, and on defendant's discovery responses, there are approximately 103
26 aggrieved employees during the "PAGA Period," namely October 17, 2019, and October
27 25, 2021 [the date set for Preliminary Approval].
28

1 20. The proposed Settlement Administrator, CPT Group, Inc, has extensive
2 experience and expertise in administering class action settlements. A true and correct copy
3 of CPT Group, Inc.'s declaration and Curriculum Vitae is attached hereto as EXHIBIT 5.

4 21. I am ready, willing and able to commit the resources – both human and
5 financial – that are required to litigate this case vigorously and take it to trial if necessary
6 on behalf of the class.

7 22. I already have committed significant time and effort to the research,
8 investigation and discovery conducted to date in this action, and we will continue to do so
9 as the case progresses. During the course of this litigation, I have actively prosecuted the
10 claims asserted on behalf of the Class. The involvement of the attorneys at my firm
11 included: (1) determining Plaintiff's' suitability as a putative class representative and as
12 private attorney general through interviews and analyses of employment files and related
13 records; (2) drafting the PAGA Notice Letter; (3) evaluating all of Plaintiff's potential
14 representative claims; (4) researching similar wage and hour class actions as to the claims
15 brought, the nature of the positions, and the type of employer; (5) drafting the Complaint
16 and First Amended Complaint; (6) propounding informal discovery requests; (7) analyzing
17 a sample of the Settlement Class' time and wage records; (8) analyzing Defendants'
18 employment policies and practices applicable to the Settlement Class; (9) researching
19 settlements in similar cases; (10) evaluating Plaintiff's claims and estimating Defendants'
20 liability for purposes of settlement; and (11) negotiating the settlement with defense
21 counsel.

22 23. I am not aware of any class, representative, or other collective action in this
23 or any other jurisdiction that asserts claims similar to those asserted in this action on behalf
24 of a class or group of individuals who would also be members of the class defined in this
25 action. I have inquired of the plaintiff and co-counsel to determine whether those
26 individuals are aware of similar actions. They are not aware of any similar actions.

27 24. Based upon the foregoing, I respectfully request that the court appoint me as
28 Class Counsel in this action.

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

3 Executed this 30th day of September 2021, at Pacific Palisades, California.

4 
5 DAVID R. GREIFINGER

EXHIBIT 1

David R. Greifinger Class Action Cases

Case No.	Case Title
LOS ANGELES COUNTY SUPERIOR COURT	
BC242430	Armenderez, et. al. v. Six Flags, Inc.
BC308986	Smith, et. al. v. Legacy Partners Management Ltd.
BC383754	Sankey, et. al. v. Los Angeles Unified School District
BC394875	Gomez v. AHIS
BC413434	Ortega v. L.A. Grand Club, Inc.
BC437103	Stone v. Four Seasons Hotels Limited
BC456729	Ozzello v. Mr. Paul's Buggy Whip, Inc.
BC466880	Everett v. Mountains Recreation & Conservation Authority
BC481956	Guzman v. Affordable Wireless Technologies
BC616783	Timberlake v. Fusione, Inc.
BC705659	Stone v. Chatsworth Fitness, LLC
19STCV19845	Byson v. Buffalo Club Corp.
20STCV34343	Guerra v. Mercado Buenos Aires, Inc.
21STCV15830	Ehlers v. McLaren Industries, Inc.
ORANGE COUNTY SUPERIOR COURT	
05CC00109	Gomez, et. al. v. Lincare, Inc.
RIVERSIDE COUNTY SUPERIOR COURT	
RIC1508918	Rich v. EOS Fitness Brands, LLC
SANTA BARBARA COUNTY SUPERIOR COURT	
20CV03056	Checketts v. Advanced Veterinary Specialists
UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA	
5:12-cv-00367-PSG-PLA	Dalton v. JPMorgan Chase Bank
CV06-3809 GAF (RCx)	Douglas v. Talk America, Inc.

8:08-cv-00659-AHM-VBK	Klein v. Avis Rent-A-Car System, Inc.
01701-DMG-JCG	Calzada, et. al. v. Time Warner Cable, LLC
2:21-cv-01903 DSF (SKx)	Houiani v. Buck Knives, Inc.
UNITED STATES DISTRICT COURT, WESTERN DISTRICT OF WASHINGTON	
C09-0189 MJP	Alvarado v. Microsoft Corporation

EXHIBIT 2

Calvin A. Marshall – Class Action Cases

Case No.	Case Title, Nature of Claims
LOS ANGELES COUNTY SUPERIOR COURT	
BC712861	Luke Byson, et. al. v. 861 N La Cienega Associates, LLC
19STCV19845	Byson v. Buffalo Club Corp.
20STCV18526	Townsend v. Ro-Al, Inc., et. al.
20STCV34343	Guerra v. Mercado Buenos Aires, Inc.
21STCV15380	Ehlers v. McLaren Industries, Inc.
SANTA BARBARA SUPERIOR COURT	
20CV03056	Checketts v. Advanced Veterinary Specialty, Inc.
UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA	
2:21-cv-01903 DSF (SKx)	Houriani v. Buck Knives, Inc.

EXHIBIT 3

LAW OFFICES OF
DAVID R. GREIFINGER

15515 Sunset Blvd., No. 214 • Pacific Palisades, California 90272
Telephone (424) 330-0193 • Facsimile (831) 920-4864 • E-mail: tracklaw@me.com

October 7, 2020

VIA ONLINE SUBMISSION

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

VIA CERTIFIED MAIL

RETURN RECEIPT REQUESTED

RO-AL, INC.
C/O Alice Bastian Hahn
4701 Bindewald Road
Torrance, CA 90505

VIA CERTIFIED MAIL

RETURN RECEIPT REQUESTED

Patrick Molloy Bastian
50A Pier Avenue
Hermosa Beach, CA 90254

VIA CERTIFIED MAIL

RETURN RECEIPT REQUESTED

Alice Bastian Hahn
50A Pier Avenue
Hermosa Beach, CA 90254

VIA CERTIFIED MAIL

RETURN RECEIPT REQUESTED

Fred Hahn
50A Pier Avenue
Hermosa Beach, CA 90254

VIA CERTIFIED MAIL

RETURN RECEIPT REQUESTED

William J. Beverly
LAW OFFICES OF WILLIAM J.
BEVERLY
3424 Carson Street, Suite 400
Torrance, CA 90503-5721

***Re: Katherine Townsend v. RO-AL, INC., et al.
Private Attorney General Act Notice Letter***

Dear Analyst:

The purpose of this letter is to inform you that Katherine Townsend, as an aggrieved employee, on her own behalf and on behalf of other aggrieved employees of RO-AL, INC.; Patrick Molly Bastian; Alice Bastian Hahn; Fred Hahn; and, any other affiliated entity (collectively referred to herein as “**Molloys**”), intends to avail herself of the protections granted by the CALIFORNIA LABOR CODE PRIVATE ATTORNEY GENERAL ACT OF 2004 (“the Act”) (CAL. LABOR CODE §2698 *et. seq.*). Additionally, this correspondence will serve to satisfy the notice requirements of the Act.

Ms. Townsend intends to file a representative action against **Molloys** for its violations of the CALIFORNIA LABOR CODE, the CALIFORNIA BUSINESS & PROFESSIONS CODE, the CALIFORNIA CODE OF REGULATIONS, and the applicable Industrial Wage Order.

Molloys is a bar and restaurant located at located at 50A Pier Avenue, Hermosa Beach, CA 90254. Upon information and belief, **Molloys** implements uniform, standardized policies and practices affecting all of its non-exempt, hourly paid employees in California, including Ms. Townsend and other aggrieved employees.

Molloys jointly employed Ms. Townsend from on or about May 2018 to on or about October 2018, as an hourly paid server. When Ms. Townsend's employment with **Molloys** ended, her pay was \$11.00 per hour. She typically worked five (5) shifts per week and up to fourteen (14) hours per shift. Ms. Townsend's job duties included, without limitation, operating a cash register, processing customers' purchases, and serving food and drinks to customers.

During Ms. Townsend's employment, **Molloys** exercised complete and unfettered control over Ms. Townsend's work schedules; her hours worked; her rate of pay and method of payment; dictated how Ms. Townsend would actually perform her job; and, dictated if and when Ms. Townsend could take lunch or rest breaks. During Ms. Townsend's employment with **Molloys**, she could not exercise discretion and independent judgment regarding the tasks she performed. Ms. Townsend had to obtain approval on any action taken in the course of her employment. Additionally, **Molloys** failed to pay Ms. Townsend a salary twice the state minimum wage for full-time employment. Therefore, under Cal. Code Regs. § 11050(1)(A), the provisions of the applicable California Wage Order apply to Ms. Townsend, and Ms. Townsend was not an exempt employee.

Molloys required Ms. Townsend and other aggrieved employees to work more than eight (8) hours in a day or more than forty (40) hours per week without proper overtime compensation. Additionally, **Molloys** required that Ms. Townsend and other aggrieved employees work many hours without paying compensation at the minimum wage. In doing so, **Molloys** failed to provide Ms. Townsend and other aggrieved employees with proper wage compensation. **Molloys** did not provide Ms. Townsend or other aggrieved employees with code-compliant ten (10) minute rest periods or thirty (30) minute meal periods. Ms. Townsend and other aggrieved employees were not accurately compensated for the missed rest and meal periods and, therefore, for the total hours worked. As a result, Ms. Townsend and other aggrieved employees did not receive accurate wage statements from **Molloys**.

Molloys failed to reimburse Ms. Townsend and other aggrieved employees for necessary business expenses incurred in the course and scope of their employment, including the purchase of required uniforms and use of personal cell phones and cell phone plans. **Molloys** failed to provide Ms. Townsend and other aggrieved employees with adequate seating when they were not engaged in the active duties of their employment. **Molloys** also improperly received and failed to distribute gratuities that its clients left for Ms. Townsend and other aggrieved employees.

Finally, **Molloys** failed to pay Ms. Townsend and other aggrieved employees all wages due upon termination of employment.

FAILURE TO PAY OVERTIME COMPENSATION AND LIQUIDATED DAMAGES (CAL. LABOR CODE §§ 510, 1194, 1194.2, AND 1198)

CALIFORNIA LABOR CODE § 510 provides that employees in California shall not be employed for more than eight (8) hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages

in amounts specified by law. 8 CAL. CODE REGS. § 11050(3)(A)(3) provides that overtime hours shall be compensated at:

(a) One and one-half (1 ½) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including 12 hours in any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek; and

(b) Double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day of work in a workweek.

CALIFORNIA LABOR CODE § 1194 establishes an employee's right to recover unpaid minimum wages, overtime compensation, interest thereon, together with the costs of suit, and attorneys' fees. CALIFORNIA LABOR CODE § 1194.2 further establishes an employee's right to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon in an action for payment of a wage less than the minimum wage fixed by the Industrial Welfare Commission or by statute.

While employed by **Molloys**, Ms. Townsend typically worked five (5) shifts per week and up to fourteen (14) hours per shift. When **Molloys** terminated Ms. Townsend's employment, Molloys was paying Ms. Townsend \$11.00 per hour. Ms. Townsend and other aggrieved employees routinely worked more than eight (8) hours per day and more than forty (40) hours in a work week. **Molloys** frequently failed to pay overtime wages to Ms. Townsend and other aggrieved employees. As a result, Ms. Townsend and other hourly paid employees are entitled to overtime compensation from **Molloys** at a rate of 1.5 times each employee's regular rate of pay for all hours worked in excess of 8 hours and 2 times the regular rate of pay for all hours worked in excess of 12 hours. Additionally, Ms. Townsend and other hourly paid employees are entitled to liquidated damages in an amount equal to the amount of wages owed.

Because of these violations, Ms. Townsend and other aggrieved employees are entitled to unpaid overtime wages, liquidated damages, civil penalties, attorneys' fees, costs, and interest thereon, under Labor Code sections 558, 1194, 1194.2, and 1198. Additionally, Ms. Townsend and other aggrieved employees are entitled to liquidated damages in an amount equal to the amount of overtime wages owed under Labor Code section 1194.2.

FAILURE TO PAY MINIMUM WAGES AND LIQUIDATED DAMAGES (CAL. LABOR CODE §§ 1194; 1194.2; 1197; 1197.1; 1198)

California Labor Code sections 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in Wage Order No. 5 as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." (Cal. Code. Regs.

tit. 8, § 11050(2)(K) [defining “Hours Worked”].) CALIFORNIA LABOR CODE § 1194 establishes an employee’s right to recover unpaid minimum wages, interest thereon, together with the costs of suit, and attorneys’ fees. CALIFORNIA LABOR CODE § 1194.2 further establishes an employee’s right to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon in an action for payment of a wage less than the minimum wage fixed by the Industrial Welfare Commission or by statute. The applicable wage order, IWC Wage Order 5-2001(4)(C), additionally provides, “When an employee works a split shift, one (1) hour’s pay at the minimum wage shall be paid in addition to the minimum wage for that workday, except when the employee resides at the place of employment.”

CALIFORNIA LABOR CODE § 1194 establishes an employee’s right to recover unpaid minimum wages, interest thereon, together with the costs of suit, and attorneys’ fees. CALIFORNIA LABOR CODE § 1194.2 further establishes an employee’s right to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon in an action for payment of a wage less than the minimum wage fixed by the Industrial Welfare Commission or by statute.

Molloys required Ms. Townsend and other aggrieved employees to work many hours without being compensated at the minimum wage. While employed by **Molloys**, Ms. Townsend typically worked five (5) shifts per week and up to fourteen (14) hours per shift. When **Molloys** terminated Ms. Townsend’s employment, Molloys was paying Ms. Townsend \$11.00 per hour, which was less than the County of Los Angeles’s \$12.00 per hour, and later \$13.25 per hour, minimum wage during Ms. Townsend’s employment. As a result, Ms. Townsend and other aggrieved employees were entitled to compensation from **Molloys** at the legal rate for these periods when they were working without receiving proper minimum wages.

Ms. Townsend and other aggrieved employees are entitled to unpaid minimum wages, liquidated damages, civil penalties, attorney’s fees, costs, and interest thereon, under Labor Code sections 558, 1194, 1197, 1197.1, and/or 2699(a), (f)-(g). Additionally, Ms. Townsend and other aggrieved employees are entitled to liquidated damages in an amount equal to the amount of wages owed.

FAILURE TO PROVIDE MEAL PERIODS (CAL. LABOR CODE §§ 226.7 512(a), 516, and 1198)

CALIFORNIA LABOR CODE §§ 226.7, 512(a), 516, and 1198 and 8 CAL. CODE REGS. § 11050, subd. 11 provide that an employee who works more than five (5) hours in a day is entitled to a meal period of at least thirty (30) minutes, and a second meal period of at least thirty (30) minutes if he or she works more than ten (10) hours in a work day. In addition, the employer must relinquish control over the employee’s activities, permit the employee a reasonable opportunity to take an uninterrupted 30-minute meal period, and not impede or discourage an employee from doing so. Employers must also keep and record accurate time records “showing when the employee begins and ends each work period.” (8 CAL. CODE REGS. § 11050, subd. 7(a)(3); see also CAL. LAB. CODE § 1174.)

An employer that fails to provide a meal period (and as discussed *infra* a rest period) that satisfies the requirements of the applicable IWC Wage Order 5 must pay a premium to the employee of one additional hour of pay at the employee's regular rate for each day that a meal period was not provided. (See CAL. LAB. CODE § 226.7(c).)

Molloys regularly completely failed to provide Ms. Townsend and other aggrieved employees with compliant thirty (30) minute meal periods during shifts in excess of five (5) hours, and a second compliant thirty (30) minute meal period during shifts in excess of ten (10) hours. When meal periods were provided, they were either not provided on or before the fifth hour of work, were shorter in duration than 30 minutes, or were interrupted. **Molloys** effectively maintained control over Ms. Townsend and other aggrieved employees during the meal periods that were provided. On each day where a compliant thirty (30) minute meal period was not provided to Ms. Townsend and other aggrieved employees, **Molloys** failed to pay aggrieved employees one additional hour of pay at the aggrieved employees' regular rate of pay.

Ms. Townsend and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, under Labor Code sections 558 and/or 2699(a), (f)-(g).

FAILURE TO PROVIDE REST PERIODS (CAL. LABOR CODE §§ 226.7, 516, and 1198)

CALIFORNIA LABOR CODE § 226.7 and 8 CAL. CODE REGS. § 11050(12)(A) provide that employers shall authorize and permit all employees to take rest periods at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof, of work. The rest period must be duty-free. (*Faulkinbury v. Boyd & Associates, Inc.* (2013) 216 Cal.App.4th 220, 237, disapproved on other grounds in *Noel v. Thrifty Payless, Inc.* (2019) 7 Cal.5th 955, 986, fn. 15.) Additionally, an employer must "relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest." (*Augustus, et al. v. ABM Security Services, Inc.* (2016) 2 Cal.5th 257, 273).

CALIFORNIA LABOR CODE § 226.7 and 8 CAL. CODE REGS. § 11050(12)(B) provide that if an employer fails to provide an employee with rest periods in accordance with those statutes, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period was not provided. The Wage Order provides a separate remedy for violations of meal period requirements and violations of rest period requirements and section 226.7 allows recovery of up to two premium payments per work day – one for each type of violation. (*United Parcel Service, Inc., v. Superior Court* (2011) 196 Cal.App.4th 57, 69)

Molloys regularly failed to provide Ms. Townsend and other aggrieved employees with a compliant ten (10) minute net rest period for every four (4) hours or major fraction thereof worked. When rest periods were provided, they were shorter in duration than ten (10) minutes, were interrupted, or were not provided every four (4) hours or major fraction thereof worked. **Molloys** effectively maintained control over

Ms. Townsend and other aggrieved employees during rest periods that were provided. On each day where compliant ten (10) minute rest periods were not provided to Ms. Townsend and other aggrieved employees, **Molloys** failed to pay aggrieved employees one additional hour of pay at the aggrieved employee's regular rate of pay.

Ms. Townsend and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

**FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS AND
MAINTAIN ACCURATE PAYROLL RECORDS (CAL. LABOR CODE § 226(a),
1174(d), and 1198)**

CALIFORNIA LABOR CODE § 226(a) requires employers to provide non-exempt employees with detailed and accurate wage statements (*i.e.* "pay stubs"). Specifically, the statute provides:

Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee and, beginning July 1, 2013, if the employer is a temporary services employer as defined in Section 201.3, the rate of pay and total hours worked for each temporary services assignment.

CALIFORNIA LABOR CODE § 226(e)(2)(B) provides that a wage statement is incomplete if it does not list the additional meal and rest break premium hours. If a violation occurs, CALIFORNIA LABOR CODE § 226(e) provides that an employee: (a) is entitled to recover the greater of all actual damages or minimum statutory damages of \$50 for the initial pay period in which a violation occurs and \$100 for each subsequent violation, up to a maximum of \$4,000. The employee is also entitled to reasonable attorneys' fees and costs. An employee asserting a claim under either section 226 or the Private Attorney

General Act is no longer required to show that the violations caused injury or resulted from “knowing and intentional” conduct. (*Lopez v. Friant & Associates, LLC* (2017) 15 Cal.App.5th 773, 784.)

Molloys’s wage statements for Ms. Townsend and other aggrieved employees were not in conformity with CALIFORNIA LABOR CODE § 226. The wage statements failed to accurately reflect Ms. Townsend’s and other aggrieved employees’ hours worked, including overtime wages, missed meal periods, missed rest periods, and failed to state the correct rate of pay.

California Labor Code section 1174 provides that “Every person employing labor in this state shall...(c)Keep a record showing the names and addresses of all employees employed and the ages of all minors,” and “(d)Keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments....” Labor Code section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), **Molloys** willfully failed to maintain accurate payroll records for Ms. Townsend and other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to properly record each employees’ overtime wages, minimum wages, and missed meal periods and rest periods.

Ms. Townsend and other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon under Labor Code sections 226.3, 1174.5, and/or 2699(a), (f)-(g).

FAILURE TO REIMBURSE BUSINESS EXPENSES (CAL. LABOR CODE §§ 2800 and 2802)

CALIFORNIA LABOR CODE sections 2800 and 2802 provide that an employer must reimburse employees for all necessary expenditures incurred in the employee’s course and scope of employment. The purpose of Labor Code sections 2800 and 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. (*Cochran v. Schwan’s Home Service, Inc.* (2014) 228 Cal.App.4th 1137, 1144.) The applicable Wage Order, IWC Wage Order 5-2001, provides, “When tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft.”

In the course and scope of their employment by **Molloys**, Ms. Townsend, and other aggrieved employees incurred necessary business-related expenses and costs that were not reimbursed by **Molloys**, including, but not limited to the purchase of required uniforms, use of personal cell phones, and use of personal cell phone plans. **Molloys** required its employees to wear a **Molloys** branded t-shirt or tank-top while on duty. Ms. Townsend and other aggrieved employees were required to purchase

these t-shirts and tank-tops from **Molloys**. Additionally, Ms. Townsend and other aggrieved employees were required to utilize personal cell phones and cell phone plans to communicate with supervisors regarding work related issues such as scheduling. **Molloys** did not reimburse Ms. Townsend and other aggrieved employees for these necessary business expenses incurred in the course and scope of their employment.

Ms. Townsend and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code section 2699(a), (f)-(g).

FAILURE TO PROVIDE ADEQUATE SEATING (CAL. LABOR CODE § 1198; Cal. Code Regs. § 11050(14))

CALIFORNIA LABOR CODE § 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable IWC Wage Order. California Code of Regulations, Title 8, section 11050(14)(A) provides, "All working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats." California Code of Regulations, Title 8, section 11050(14)(B) provides, "When employees are not engaged in the active duties of their employment and the nature of the work requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to the work area and employees shall be permitted to use such seats when it does not interfere with the performance of their duties."

Molloys violated CALIFORNIA LABOR CODE § 1198 and California Code of Regulations, Title 8, section 11050(14) because it failed to provide adequate seating to Ms. Townsend and other aggrieved employees while on and off duty. Ms. Townsend and other aggrieved employees, who were otherwise required to work standing at all times, were forced to continue to stand during any time that they were not engaged in the active duties of their employment. **Molloys** did not provide its employees with a break room and, when Townsend and other aggrieved employees were not engaged in the active duties of the employment, they would frequently be required to stand or sit on the floor or a box. Additionally, Ms. Townsend and other aggrieved employees spent a substantial portion of their days behind cash registers, regardless of their actual job title or description. The nature of the work of an employee performing cashier duties can reasonably be accomplished from a seated position. However, **Molloys** did not provide seats or stools at or near each cash register, forcing employees, including Ms. Townsend and other aggrieved employees, to stand throughout their work shifts.

Ms. Townsend and other aggrieved employees are therefore entitled to recover civil penalties, attorney's fees, costs, and interest thereon, and seek injunctive relief to bring **Molloys** into compliance with California's seating requirements, pursuant to Labor Code sections 1194.5 and/or 2699(a), (f)-(g).

IMPROPER RECEIPT AND DISTRIBUTION OF GRATUITIES (CAL. LAB. CODE § 351)

CALIFORNIA LABOR CODE section 351 states that: “No employer or agent shall collect, take, or receive any gratuity or a part thereof that is paid, given to, or left for an employee by a patron, or deduct any amount from wages due an employee on account of a gratuity, or require an employee to credit the amount, or any part thereof, of a gratuity against and as a part of the wages due the employee from the employer. Every gratuity is hereby declared to be the sole property of the employee or employees to whom it was paid, given, or left for.”

Molloys violated CALIFORNIA LABOR CODE section 351 by failing to properly account for gratuities left by **Molloys’s** clients that were meant for Ms. Townsend and other aggrieved employees. **Molloys** instituted a tip pooling policy that allowed for managers to take gratuities left by **Molloys’s** customers for Ms. Townsend and other aggrieved employees.

Ms. Townsend and other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon, pursuant to Labor Code section 2699(a), (f)-(g).

FAILURE TO PAY WAGES UPON TERMINATION OF EMPLOYMENT (CAL. LABOR CODE §§ 201, 202, and 203)

CALIFORNIA LABOR CODE § 201(a) provides that a discharged employee’s unpaid wages are due and payable immediately. Under CALIFORNIA LABOR CODE § 202(a), when an employee not having a written contract for a definite period is terminated, his or her wages become immediately due and payable. CALIFORNIA LABOR CODE § 203(a) provides:

If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections [201 and 202], any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not continue for more than 30 days.

Molloys willfully failed to pay Ms. Townsend and other aggrieved employees who are no longer employed by **Molloys** all of their wages earned including minimum wages, overtime wages, and meal and rest period wages. Under CALIFORNIA LABOR CODE § 203, Ms. Townsend and other aggrieved employees are entitled to one day’s wages for each day they were not timely paid all wages due, up to a maximum of 30 days’ wages. Because **Molloys** never paid minimum wages, overtime wages, or meal and rest period wages to Ms. Townsend and other aggrieved employees, each of these individuals whose employment has been terminated during the applicable statutory period, is entitled to 30 days’ wages.

Ms. Townsend and other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon, under Labor Code sections 256 and/or 2699(a) and (f)-(g).

VIOLATION OF CALIFORNIA LABOR CODE § 2810.5(A)(1) – FAILURE TO PROVIDE NOTICE OF MATERIAL TERMS OF EMPLOYMENT

California's Wage Theft Prevention Act was enacted to ensure that employers provide employees with basic information material to their employment relationship at the time of hiring, and to ensure that employees are given written and timely notice of any changes to basic information material to their employment. Codified at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an employer must provide written notice to employees of the rate(s) of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, the regular payday designated by the employer, and any allowances claimed as part of the minimum wage, including meal or lodging allowances. An employer's written notice under section 2810.5 must also include a statement that the employee may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates.

Molloys failed to provide Ms. Townsend and other aggrieved employees written notice that lists all the requisite information set forth in Labor Code section 2810.5(a)(1).

Molloys's failure to provide Ms. Townsend and other aggrieved employees with written notice of basic information regarding their employment with **Molloys** is in violation of Labor Code section 2810.5.

Ms. Townsend and other aggrieved employees are therefore entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code section 2699(a), (f)-(g).

VIOLATION OF CALIFORNIA LABOR CODE § 558

CALIFORNIA LABOR CODE § 558(a) provides, "Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages." Labor Code section 558(d) provides, "The civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law."

Molloys, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Ms. Townsend and other aggrieved employees' rights by violating various sections of the California Labor Code. Ms. Townsend seeks the remedies set forth in Labor Code section 558 for herself, the State of California, and all other aggrieved employees.

CONCLUSION

Ms. Townsend alleges on behalf of herself and all of the aggrieved hourly paid employees as explained herein, that **Molloys** violated the California Industrial Wage Order, the CALIFORNIA LABOR CODE, the CALIFORNIA CODE OF REGULATIONS, and CALIFORNIA BUSINESS & PROFESSIONS CODE §§ 17200, et seq. by its misconduct. She seeks monetary relief on behalf of herself and the other aggrieved employees.

Senate Bill 1809 was approved as emergency legislation by the Governor and Chaptered by the Secretary of State. Senate Bill 1809 amended certain provisions of the Act. Specifically, CALIFORNIA LABOR CODE § 2699(a) now imposes a procedural “notice” requirement on any aggrieved employee intending to pursue an action under the Act. This notice provision is codified in CALIFORNIA LABOR CODE §2699.3 and requires that the aggrieved employee or representative to give written notice to the Labor and Workforce Development Agency and the employer of the CALIFORNIA LABOR CODE violations. This notice must include the facts and theories to support the alleged violations. By sending this correspondence, Ms. Townsend is complying with the statutory notice requirement.

Molloys, in violation of the CALIFORNIA LABOR CODE §§ 201, 202, 203, 226, 226.7, 351, 510, 512, 516, 1194, 1194.2, 1197.1, 1198, 2800, and 2802, the CALIFORNIA CODE OF REGULATIONS, and the applicable Industrial Wage Order No. 5-2001 (as amended), deprived its employees of statutory overtime compensation, minimum wage compensation, meal periods and rest periods, accurate wage statements, reimbursement of business expenses incurred in the course and scope of each employees’ work, adequate seating when each employee was not engaged in the active duties of their work, proper distribution of gratuities received, and wages due upon termination of employment. Furthermore, in violation of the CALIFORNIA BUSINESS & PROFESSIONS CODE §§ 17200, et seq., **Molloys** engaged in unlawful, deceptive, and unfair business practices. Put simply, **Molloys** operates to maximize profits at the expense of its employees through multiple schemes that violate the CALIFORNIA LABOR CODE, the CALIFORNIA BUSINESS & PROFESSIONS CODE, the CALIFORNIA CODE OF REGULATIONS, and the applicable Industrial Wage Order.

As a result of **Molloys’s** failure to provide its employees with overtime compensation, minimum wage compensation, compliant meal periods and rest periods, accurate wage statements, reimbursement of business expenses, adequate seating, proper distribution of gratuities received, and wages due upon termination of employment, Ms. Townsend, and others similarly situated, are entitled to invoke the protections of the Act. As a result, Ms. Townsend, on her own behalf and on behalf of all aggrieved employees, seeks all applicable penalties related to these violations of the CALIFORNIA LABOR CODE under THE PRIVATE ATTORNEY GENERAL ACT.

Ms. Townsend has placed **Molloys** on notice by mailing a copy of this correspondence by certified mail to its listed agent for process of service.

Very Truly Yours,

LAW OFFICES OF DAVID R. GREIFINGER

David Greifinger

David Greifinger

EXHIBIT 4

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

KATHERINE TOWNSEND, an individual,
on behalf of herself, and on behalf of all
persons similarly situated, and on behalf of
all aggrieved employees

Plaintiffs,

vs.

RO-AL, INC., a California Corporation;
PATRICK MOLLOY BASTIAN, an
individual; ALICE BASTIAN HAHN, an
individual; FRED HAHN, an individual;
and DOES 1 through 50 inclusive.

Defendants.

Case No. 20STCV18526

**JOINT STIPULATION OF CLASS ACTION
AND PRIVATE ATTORNEYS GENERAL
ACT (PAGA) SETTLEMENT AND RELEASE**

1 **JOINT STIPULATION OF CLASS ACTION AND PRIVATE ATTORNEYS GENERAL ACT**
2 **(PAGA) SETTLEMENT AND RELEASE**

3 This Joint Stipulation of Class Action and Private Attorneys General Act Settlement and Release
4 ("Settlement" or "Settlement Agreement") is made and entered into by and between Plaintiff
5 KATHERINE TOWNSEND ("Plaintiff" or "Class Representative"), as an individual and on behalf of
6 all others similarly situated, on the one hand, and Defendants RO-AL, INC., a California Corporation;
7 PATRICK MOLLOY BASTIAN, an individual; and ALICE BASTIAN HAHN, an individual
8 (collectively, "Defendants"), on the other hand. (Defendants collectively with Plaintiffs are referred to as
9 the "Parties" or an individual as a "Party.")

10 **DEFINITIONS**

11 The following definitions are applicable to this Settlement Agreement. Definitions contained
12 elsewhere in this Settlement Agreement will also be effective:

- 13 1. "Action" means *Katherine Townsend v. RO-AL, Inc., et al.* – Los Angeles Superior
14 Court Case No. 20STCV18526.
- 15 2. "Agreement," "Stipulation," "Settlement," "Settlement Agreement" or "Release" shall
16 mean this Joint Stipulation of Class Action and PAGA Settlement and Release, including any attached
17 Exhibits.
- 18 3. "Attorneys' Fees and Costs" means attorneys' fees agreed upon by the Parties and
19 approved by the Court for Class Counsel's litigation and resolution of the Action, and all Court-approved
20 out-of-pocket costs incurred and to be incurred by Class Counsel in the Action, including but not limited
21 to mediator's fees, fees and expenses of experts, investigation expenses, postage, telephone, and
22 photocopying charges, costs associated with documenting the Settlement, providing any notices required
23 as part of the Settlement or Court order, securing the Court's approval of the Settlement, administering
24 the Settlement, and obtaining entry of a Judgment terminating the Action. Class Counsel will request
25 attorneys' fees not exceeding one-third (1/3) of the Class Settlement Amount, or Seventy Five Thousand
26 Dollars (\$75,000.00). The Attorneys fees are to be calculated by the percentage method with a Lodestar
27 cross-check. The Attorneys' Fees and Costs will also mean and include the additional reimbursement of
28 any costs and expenses associated with Class Counsel's litigation and settlement of the Action, up to Ten

Thousand Dollars (\$10,000.00), subject to the Court's approval. Defendants have agreed not to oppose Class Counsel's request for fees and reimbursement of costs as set forth above.

4. "Class Counsel" means The Law Offices of David R. Greifinger.

5. "Class List" means a complete list of all Class Members that Defendants will diligently and in good faith compile from its records and provide to the Settlement Administrator within fourteen (14) calendar days after Preliminary Approval of this Settlement. The Class List will be formatted in Microsoft Office Excel and will include each Class Member's full name; last known mailing address and telephone number; Social Security number; and dates of employment with Defendants.

6. "Class Member(s)" or "Settlement Class" means all persons who are or were hourly paid and/or non-exempt employees of RO-AL, INC., PATRICK MOLLOY BASTIAN, or ALICE BASTIAN HAHN at Patrick Molloy's Sports Pub in the State of California, at any time during the Class Period.

7. "Class Period" means the period from May 12, 2016, through the date of Preliminary Approval of this Settlement.

8. "Class Representative Enhancement Payment" means the amount to be paid to the named Class Plaintiff in recognition of her effort and work in prosecuting the Action on behalf of Class Members, and for her general release of claims against the Released Parties. Subject to the Court granting final approval of this Settlement Agreement and subject to the exhaustion of any and all appeals, Plaintiff will request Court approval of a Class Representative Enhancement Payment of Seven Thousand Five Hundred Dollars (\$7,500.00) to KATHERINE TOWNSEND.

9. "Court" means the Los Angeles County Superior Court.

10. "Defendants" means RO-AL, INC., PATRICK MOLLOY BASTIAN, and ALICE BASTIAN HAHN.

11. "Effective Date" means the later of:

(i) if no timely objections are filed, or are withdrawn prior to Final Approval, then sixty-five (65) calendar days after the date the Court has entered both a Final Approval Order and a Judgement; or

(ii) if a Class Member files an objection to the Settlement, and intervenes into

1 the action under Code of Civil Procedure section 387, the Effective Date shall be
2 five (5) business days after the period for filing any appeal, writ or other
3 appellate proceeding opposing the Court's Final Approval Order has elapsed
4 without any appeal, writ or other appellate proceeding having been filed; or
5 (iii) if any appeal, writ or other appellate proceeding opposing the Court's Final
6 Approval Order has been filed, five (5) business days after any appeal, writ or
7 other appellate proceedings opposing the Settlement has been finally and
8 conclusively dismissed with no right to pursue further remedies or relief.

9 12. "Final Approval" means the date on which the Court enters an order and judgement
10 granting final approval of the Settlement Agreement.

11 13. "Individual Settlement Payment" means each Participating Class Member's respective
12 share of the Net Settlement Amount.

13 14. "Maximum Settlement Amount" means the amount of Two Hundred Twenty-Five
14 Thousand Dollars (\$225,000.00), to be paid by Defendants in full satisfaction of all Released Claims
15 arising from the Action, which includes all Individual Settlement Payments to Participating Class
16 Members, Attorneys' Fees and Costs to Class Counsel, the Class Representative Enhancement Payment
17 to Plaintiff, the PAGA Payments to PAGA Employees and the Labor and Workforce Development
18 Agency, and Settlement Administration Costs to the Settlement Administrator. In no event will
19 Defendants be liable for more than the Maximum Settlement Amount. There will be no reversion of the
20 Maximum Settlement Amount to Defendants. Defendants will be separately responsible for any
21 employer payroll taxes required by law, including but not limited to the employer FICA, FUTA, and
22 SDI contributions, which shall not be paid from the Maximum Settlement Amount.

23 15. "Net Settlement Amount" means the portion of the Class Settlement Amount remaining
24 after deducting the Attorneys' Fees and Costs, the Class Representative Enhancement Payments, the
25 PAGA Payment, and Settlement Administration Costs. The Net Settlement Amount will be distributed
26 to Participating Class Members. There will be no reversion of the Net Settlement Amount to Defendants.

27 16. "Notice of Objection" means a Class Member's valid and timely written objection to the
28 Settlement Agreement. For the Notice of Objection to be valid, it must include:

- (i) the objector's full name, signature, address, and telephone number;
- (ii) a written statement of all grounds for the objection accompanied by any legal support for the objection; and
- (iii) copies of any papers, briefs, or other documents upon which the objection is based.

17. "Notice Packet" means the Notice of Class Action Settlement, agreed to by the Parties and attached hereto as Exhibit A, which shall be subject to Court approval and which the Settlement Administrator shall mail to each Class Member explaining the terms of this Settlement Agreement.

18. "PAGA Employees" means those Class Members who worked for Defendants as hourly paid and/or non-exempt employees at Patrick Molloy's Sports Pub in California during the PAGA Period. The Parties agree that there is no statutory right for any PAGA Employee to opt out or otherwise exclude himself or herself from the PAGA Payment and the associated release of claims and rights under PAGA.

19. "PAGA Payment" means the amount that the Parties have agreed to pay from the Maximum Settlement Amount for satisfactions of Plaintiff's and PAGA Employee's claims under the Labor Code Private Attorneys General Act of 2004 (Lab. Code, § 2698, et seq., "PAGA"). The Parties have agreed that, subject to Court approval, Ten Thousand Dollars (\$10,000.00) of the Class Settlement Amount will be allocated to the resolution of Class Members' claims arising under PAGA, Seventy-Five Percent (75 %) of which, or Seven Thousand Five Hundred Dollars (\$7,500.00), will be paid to the Labor and Workforce Development Agency ("LWDA"), and Twenty-Five Percent (25 %), or Two Thousand Five Hundred Dollars (\$2,500.00), will be paid to PAGA Employees.

20. "PAGA Period" means the period from October 7, 2019, through the date of Preliminary Approval of the Settlement.

21. "Parties" means Plaintiff and Defendants collectively.

22. "Participating Class Members" means all Class Members who do not submit timely and valid Requests for Exclusion.

23. "Plaintiff" means Plaintiff Katherine Townsend.

24. "Preliminary Approval" means the Court order granting preliminary approval of the Settlement Agreement.

1 25. “Released Claims” means all claims and allegations under state, federal or local law,
2 whether statutory, common law or administrative, arising out of or related to the allegations set forth in
3 the Operative Complaint, or which could have been alleged based on the facts and allegations pled in the
4 Operative Complaint that occurred during the Class Period (“Class Release”), including but not limited
5 to claims for: failure to pay overtime compensation and liquidated damages (Lab. Code, §§ 510, 1194,
6 1194.2, & 1198); failure to pay minimum wages and liquidated damages (Lab. Code, §§ 1182.12, 1194,
7 1194.2, 1197.1, & 1198, and Cal. Code Regs., tit. 8, § 11050); failure to provide meal periods (Lab.
8 Code, §§ 226.7 & 512, and Cal. Code Regs., tit. 8, § 11050); failure to provide rest periods (Lab. Code,
9 §§ 226.7 & 512, and Cal. Code Regs., tit. 8, § 11050); failure to provide itemized wage statements (Lab.
10 Code, § 226); failure to reimburse business expenses (Lab. Code, §§ 2800 & 2802); failure to provide
11 adequate seating (Lab. Code, § 1198 and Cal. Code Regs., tit. 8, § 11050, subd. (14)); improper receipt
12 and distribution of gratuities (Lab. Code, § 351); failure to pay wages upon termination of employment
13 (Lab. Code, § 203); civil penalties under Labor Code section 558, unfair competition (Bus. & Prof.
14 Code, § 17200, et. seq.); and penalties under the Private Attorneys General Act (Lab. Code, § 2698, et.
15 seq.), claims for injunctive relief, punitive damages, liquidated damages, penalties of any nature
16 (including civil penalties under PAGA), interest, fees, (including fees under California Code of
17 Civil Procedure section 1021.5), and costs, and all other claims and allegations made or which
18 could have been made in the Action based on the facts and allegations pled in the Operative
19 Complaint during the Class Period. Upon entry of final judgment and funding of the Maximum
20 Settlement Amount, the PAGA Employees shall also release the Released Parties from all PAGA claims
21 that were or could have been alleged based on the factual allegations in the Operative Complaint which
22 occurred during the PAGA Period, as further specified below (“PAGA Release”). Both the Class and
23 PAGA Releases expressly exclude all other claims, including claims for vested benefits, wrongful
24 termination, unemployment insurance, disability, social security, workers’ compensation, or claims
25 outside the Class or PAGA Periods. Released Claims do not include claims that, as a matter of law,
26 cannot be released.

27 26. “Release Effective Date” shall mean the date on which Defendants fully fund the
28 Maximum Settlement Amount.

 27. “Released Parties” means Defendants Ro-Al, Inc., dba Patrick Molloy’s, Patrick Molloy
Bastian, Alice Bastian Hahn, and Harry Frederick Hahn (including but not limited to the Estate of Harry
Frederick Hahn), and all of their present and former parent companies, subsidiaries, divisions, related or
affiliated companies, shareholders, officers, directors, employees, agents, attorneys, insurers, successors

1 and assigns, and any individual or entity which could be liable for any of the Released Claims, and
2 Defendants' counsel of record in the Action.

3 28. "Request for Exclusion" means a timely letter submitted by a Class Member indicating a
4 request to be excluded from the Settlement. To be valid, the Request for Exclusion must:

- 5 (i) set forth the name, address, telephone number and last four digits of the Social
6 Security Number of the Class Member requesting exclusion;
- 7 (ii) be signed by the Class Member;
- 8 (iii) be returned to the Settlement Administrator;
- 9 (iv) clearly state that the Class Member does not wish to be included in the
10 Settlement; and
- 11 (v) be faxed or postmarked on or before the Response Deadline.

12 A Class Member who does not request exclusion from the Settlement will be deemed a
13 Participating Class Member and will be bound by all terms of the Settlement if the Settlement is
14 granted final approval by the Court.

15 29. "Response Deadline" means the deadline by which Class Members must postmark or
16 fax to the Settlement Administrator Requests for Exclusion, Notices of Objection, or Workweek
17 Disputes. The Response Deadline will be thirty (30) calendar days from the initial mailing of the Notice
18 Packet by the Settlement Administrator, unless the thirtieth (30th) calendar day falls on a Sunday or state
19 holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal
20 Service is open. Under no circumstances will the Settlement Administrator have the authority to extend
21 the deadline for Class Members to submit a Request for Exclusion, Notice of Objection, or Workweek
22 Dispute without an express agreement between Plaintiff and Defendants. The date of the fax or
23 postmark on the mailing envelope will be the exclusive means to determine whether a Request for
24 Exclusion, Notice of Objection, or Workweek Dispute has been timely submitted.

25 30. "Settlement Administration Costs" means the costs payable from the Maximum
26 Settlement Amount to the Settlement Administrator for administering this Settlement, including, but not
27 limited to, printing, distributing, and tracking documents for this Settlement, tax reporting, distributing
28 the Class Settlement Amount, and providing necessary reports and declarations, as requested by the

Parties. The Settlement Administration Costs will be paid from the Class Settlement Amount, including, if necessary, any Settlement Administration costs exceeding the amount represented by the Settlement Administrator as being the maximum costs necessary to administer the Settlement. Based on an estimated Settlement Class of approximately 323 Class Members, the Settlement Administration Costs are currently estimated to be not more than Fifteen Thousand Dollars (\$15,000).

31. “Settlement Administrator” means CPT Group, Inc., or any other third-party class action settlement administrator agreed to by the Parties and approved by the Court for the purposes of administering this Settlement. CPT Group, Inc., located in Irvine, California, is an experienced class action administrator and has been in operation since 1984. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

32. “Workweeks” means the number of weeks of employment by Defendants as hourly paid and/or non-exempt employees at Patrick Molloy’s Sports Pub in California for each Class Member during the Class Period based on the Class Member’s dates of employment, dividing by seven (7), and rounding up to the nearest whole number. All Class Members will be credited with at least one Workweek. The Settlement Administrator will be responsible for calculating all Class Members’ Workweeks after receiving the Class List. The Workweeks identified for each Class Member in the Class List will be presumed to be correct unless a particular Class Member proves otherwise to the Settlement Administrator by credible evidence.

33. “Workweek Dispute” means a written statement that a Class Member disputes the number of Workweeks listed on his/her Settlement Notice. To be valid, the Workweek Dispute must:

- (i) set forth the name, address, telephone number and last four digits of the Social Security Number of the Class Member;
- (ii) be signed by the Class Member;
- (iii) be returned to the Settlement Administrator;
- (iv) clearly state the number of Workweeks the Class Member contends is correct;
- (v) any evidence supporting the Class Member’s contention; and
- (vi) be faxed or postmarked on or before the Response Deadline.

TERMS OF AGREEMENT

The Plaintiff, on behalf of herself and the Settlement Class, and Defendants agree as follows:

34. First Amended Complaint. The Parties agree that the First Amended Complaint (“FAC”) filed on December 14, 2020, is the operative pleading in this action.

35. Funding of the Class Settlement Amount. Within ten (10) calendar days of the Effective Date, Defendants will make a one-time deposit of the Maximum Settlement Amount of Two Hundred Twenty-Five Thousand Dollars (\$225,000.00) into a Qualified Settlement Account to be established by the Settlement Administrator. If the deadline to fund the settlement falls on a Saturday, Sunday, or holiday, the deadline to fund the Settlement shall be extended to the next business day. Defendants will pay the employer’s share of payroll taxes separately. After the Effective Date, the Class Settlement Administrator will be charged with distributing: (i) Individual Settlement Payments paid from the Net Settlement Amount; (ii) the PAGA Payment; (iii) the Class Representative Enhancement Payment; (iv) Attorneys’ Fees and Costs; and (v) Settlement Administration Costs.

36. Attorneys’ Fees and Costs. Defendants agree not to oppose or impede any application or motion by Class Counsel for Attorneys’ Fees and Costs of not more than Seventy-Five Thousand Dollars (\$75,000.00), plus the reimbursement of all out-of-pocket costs and expenses associated with Class Counsel’s litigation and settlement of the Action (including expert fees, investigations expenses, photocopying, etc.), not to exceed Ten Thousand Dollars (\$10,000.00), both of which will be paid from the Maximum Settlement Amount. The Attorneys’ fees are to be calculated by the percentage method with a Lodestar cross-check. Class Counsel’s request for such Attorneys’ Fees and Costs shall be subject to approval from the Court. Any amount requested by Plaintiff for Attorneys’ Fees and Costs and not awarded by the Court shall become part of the Net Settlement Amount and shall be distributed to Participating Class Members as part of the Individual Settlement Payments.

The Court-approved Attorneys’ Fees and Costs shall be mailed by the Settlement Administrator to Class Counsel on the same date that the Settlement Administrator mails Individual Settlement Payments to Participating Class Members. Class Counsel shall be solely and legally responsible to pay all applicable taxes on the Attorneys’ Fees and Costs. Class Counsel shall provide the Settlement Administrator with a properly completed and signed copy of an IRS Form

W-9 in order for the Settlement Administrator to process the Attorneys' Fees and Costs. The Settlement Administrator shall issue an IRS Form 1099 to Class Counsel for the Attorneys' Fees and Costs.

37. Class Representative Enhancement Payment. In exchange for a general release, and in recognition of her effort and work in prosecuting the Action on behalf of Class Members, and provided Plaintiff signs this Settlement Agreement, Defendants agree not to oppose or impede any application or motion for a Class Representative Enhancement Payment of Seven Thousand Five Hundred Dollars (\$7,500.00) to Plaintiff. Plaintiff's request for such Class Representative Enhancement Payment shall be subject to approval from the Court. Any amount requested by Plaintiff for a Class Representative Enhancement Payment and not awarded by the Court shall become part of the Net Settlement Amount and shall be distributed to Participating Class Members as part of the Individual Settlement Payments.

The Court-approved Class Representative Enhancement Payment will be paid from the Maximum Settlement Amount and will be in addition to Plaintiff's Individual Settlement Payment and PAGA Payment paid under the Settlement. The Class Representative Enhancement Payment shall be mailed by the Settlement Administrator to Plaintiff on the same date that the Settlement Administrator mails Individual Settlement Payments to Participating Class Members. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiff for the Class Representative Enhancement Payment. Plaintiff will be solely and legally responsible to pay any and all applicable taxes on the Class Representative Enhancement Payment. The Class Representative agrees to indemnify and hold Defendants harmless from any claim or liability for taxes, penalties, or interest resulting from the Class Representative Enhancement Payment.

38. Settlement Administration Costs. The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments from the Class Settlement Amount, which is currently estimated to be not more than Fifteen Thousand Dollars (\$15,000.00). These costs, which will be paid from the Maximum Settlement Amount, will include, inter alia, the required tax reporting on the Individual Settlement Payments, the issuing of 1099 and W-2 IRS Forms, distributing Notice Packets, calculating and distributing the Maximum Settlement Amount, and

1 providing necessary reports and declarations. Prior to Plaintiff filing a Motion for Final Approval of
2 the Settlement, the Settlement Administrator shall provide the Parties with a statement detailing
3 the Settlement Administration Costs to date. Any part of the estimated or designated Settlement
4 Administration Costs that is not in fact required to fulfill the administration of the Settlement shall
5 become part of the Net Settlement Amount.

6 39. PAGA Payment. Subject to Court approval, the Parties agree that the amount of Ten
7 Thousand Dollars (\$10,000.00) from the Maximum Settlement Amount will be designated for
8 satisfaction of Plaintiff's and PAGA Employees' claims under PAGA. Under PAGA, Seventy-Five
9 Percent (75 %), or Seven Thousand Five Hundred Dollars (\$7,500.00), of this sum will be paid to the
10 LWDA and Twenty-Five Percent (25 %), or Two Thousand Five Hundred Dollars (\$2,500.00), will be
11 distributed to the PAGA Employees. The Settlement Administrator will use the following formula to
12 calculate the Individual PAGA Awards for the PAGA Employees: Individual PAGA Award = [total
13 value of PAGA Payment to be distributed to PAGA Employees, *i.e.*, \$7,500.00] × [pay periods worked
14 by the individual PAGA Employee during the PAGA Period ÷ total pay periods worked by all PAGA
15 Employees during the PAGA Period]. All portions of the PAGA Payment paid to the PAGA Employees
16 shall be allocated as alleged penalties and not subject to payroll tax withholdings, for which the
17 Settlement Administrator shall issue IRS Forms 1099 to PAGA Employees. Any Court-awarded PAGA
18 Payments will be paid to the LWDA and PAGA Employees from the Maximum Settlement Amount
19 and shall be mailed by the Settlement Administrator to the LWDA and PAGA Employees on the same
20 date that the Settlement Administrator mails Individual Settlement Award payments to Participating
21 Class Members.

22 Plaintiff's Counsel shall ensure that any and all required submissions to the LWDA regarding
23 the PAGA settlement are timely and properly submitted to the LWDA in compliance with PAGA,
24 including but not limited to Labor Code section 2699, subdivision (l). If Plaintiffs fail to satisfy this
25 condition in strict compliance with PAGA, the Settlement shall be voidable at Defendants' option, in
26 which case all Settlement Administration Costs already incurred by the Settlement Administrator
27 shall be paid by Plaintiff.

28 40. Net Settlement Amount. The entire Net Settlement Amount will be distributed to

Participating Class Members as Individual Settlement Payments. No portion of the Net Settlement Amount will revert to or be retained by Defendants.

41. Treatment of Individual Settlement Payments. All Individual Settlement Payments will be allocated as follows: (i) Twenty Percent (20 %) of each Individual Settlement Payment will be allocated as alleged wages for which IRS Forms W-2 will be issued; and (ii) Eighty Percent (80 %) will be allocated as non-wages (e.g., alleged penalties and interest) for which IRS Forms 1099-MISC will be issued.

42. Individual Settlement Payment Calculations. Individual Settlement Payments will be calculated and apportioned from the Net Settlement Amount based on the number of Workweeks a Class Member worked during the Class Period. Individual Settlement Payments shall be made by check and sent by First Class Mail to each Participating Class Member's last known mailing address within ten (10) calendar days after Defendants provide the Settlement Administrator with the Maximum Settlement Amount. Prior to mailing the Individual Settlement Payments, the Settlement Administrator shall perform a search based on the National Change of Address Database maintained by the United States Postal Service to update and correct any known or identifiable address changes. The Settlement Administrator shall calculate Individual Settlement Payments as follows:

42(a) The Settlement Administrator will first calculate the total number of Workweeks worked by each Class Member during the Class Period and the aggregate total number of Workweeks worked by all Class Members during the Class Period.

42(b) To determine each Class Member's estimated "Individual Settlement Payment," the Settlement Administrator will use the following formula: The Net Settlement Amount will be divided by the aggregate total number of Workweeks, resulting in the "Workweek Value." Each Class Member's "Individual Settlement Payment" will be calculated by multiplying each individual Class Member's total number of Workweeks by the Workweek Value. Each Class Member's Individual Settlement Payment will then be

apportioned pursuant to the percentages listed in Paragraph 41.

42(c) The Individual Settlement Payments will be reduced by any required deductions for each Participating Class Member as specifically set forth herein, including employee-side tax withholdings or deductions.

42(d) The entire Net Settlement Amount will be disbursed to all Class Members who do not submit timely and valid Requests for Exclusion.

42(e) Should any of the following occur, the Settlement Administrator will proportionately increase the estimated Individual Settlement Payments of each Participating Class Member to ensure that the entire Net Settlement Amount is distributed to Participating Class Members: (i) any Class Members submit timely and valid, or otherwise accepted, Requests for Exclusion; (ii) the Court approves a Class Representative Enhancement Payment in an amount less than that requested by Plaintiff, as detailed herein; (ii) the Court approves Attorneys' Fees and Costs in an amount less than that requested by Plaintiff, as detailed herein; and/or (iii) the Court approves Settlement Administration Costs in an amount less than that requested by Plaintiff, as detailed herein.

43. No Credit Toward Benefit Plans. The Individual Settlement Payments made to Participating Class Members under this Settlement, as well as any other payments made pursuant to this Settlement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans. All monies received by Class Members under the Settlement shall constitute income to such Class Members solely in the year in which such monies actually are received by the Class Members. Furthermore, the receipt of Individual Settlement Payments by Class Members shall not, and does not, by itself establish any general, special, or joint employment relationship between and among the Class

1 Member(s) and Defendants.

2 44. Administration Process. The Parties agree to cooperate in the administration of the
3 settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in
4 administration of the Settlement.

5 45. Settlement Website. The Settlement Administrator shall establish and maintain a website
6 for this Settlement with a specific URL to be determined at a later date.

7 46. Delivery of the Class List. Within fourteen (14) calendar days of Preliminary Approval,
8 Defendants will provide the Class List in Microsoft Excel to the Settlement Administrator. If the
9 deadline to provide the Class List falls on a Saturday, Sunday, or holiday, the deadline to provide the
10 class list shall be extended to the next business day. Defendants will provide the Settlement
11 Administrator with any updates or changes to the Class List in Microsoft Excel if necessary prior to the
12 initial mailing of the Notice Packet. The Settlement Administrator shall not identify the name,
13 address, or Social Security Number of any Class Member to Plaintiff, Class Counsel, or any other
14 individual or entity absent express approval by Defendants or Defendants' Counsel.

15 47. Notice by First-Class U.S. Mail. Upon receipt of the Class List, the Settlement
16 Administrator shall perform a search based on the National Change of Address Database maintained by
17 the United States Postal Service to update and correct any known or identifiable address changes.
18 Within ten (10) calendar days after receiving the Class List from Defendants, the Settlement
19 Administrator will mail a Notice Packet to all Class Members via regular First-Class U.S. Mail. . The
20 Settlement Administrator will mail a Notice Packet translated into Spanish upon request of any Class
21 Member. The Settlement Administrator shall exercise its best judgment to determine the current mailing
22 address for each Class Member. The address identified by the Settlement Administrator as the current
23 mailing address shall be presumed to be the most current mailing address for each Class Member. The
24 Parties agree that this procedure for notice provides the best notice practicable to Class Members and
25 fully complies with due process.

26 48. Undeliverable Notice Packets. Any Notice Packets returned to the Settlement
27 Administrator as non-deliverable on or before the Response Deadline will be sent promptly via regular
28 First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will

1 indicate the date of the re-mailing on the Notice Packet. If no forwarding address is provided, the
2 Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or
3 other search using the name, address and/or Social Security number of the Class Member involved and
4 will then perform a single re-mailing. Those Class Members who receive a re-mailed Notice Packet,
5 whether by skip-trace or by request, will have either (i) an additional ten (10) calendar days or (ii) until
6 the Response Deadline, whichever is later, to submit a Request for Exclusion, a Workweek Dispute, or
7 an objection to the Settlement. If these procedures are followed, notice to Class Members shall be
8 deemed to have been fully satisfied, and if the intended recipient of the Notice Packet does not
9 receive the Notice Packet, the intended recipient shall nevertheless remain a Participating Class
10 Member and shall be bound by all terms of the Settlement and the Final Order and Judgment.

11 49. Notice Packets. All Class Members will be mailed a Notice Packet in the form attached
12 hereto as Exhibit A. Each Notice Packet will provide:

- 13 (i) information regarding the nature of the Action;
- 14 (ii) a summary of the Settlement's principal terms;
- 15 (iii) the Settlement Class definition;
- 16 (iv) the total number of Workweeks each respective Class Member worked for
17 Defendants during the Class Period;
- 18 (v) each Class Member's estimated Individual Settlement Payment and the formula
19 for calculating Individual Settlement Payments;
- 20 (vi) the dates that comprise the Class Period;
- 21 (vii) instructions on how to submit Requests for Exclusion, Workweek Disputes, or
22 Notices of Objection;
- 23 (viii) the deadlines by which the Class Member must postmark or fax a Request for
24 Exclusions, Workweek Dispute, Notice of Objection to the Settlement; and
- 25 (ix) the claims to be released.

26 50. Disputed Information on Notice Packets. Class Members will have an opportunity to
27 dispute the information provided in their Notice Packets by submitting a Workweek Dispute to the
28 Settlement Administrator pursuant to the provisions described herein. The Settlement Administrator will

1 decide all disputes over the number of Workweeks for Class Members. Defendants' records will be
2 presumed correct, but the Settlement Administrator will evaluate the evidence submitted by the Class
3 Member and will make the final decision as to the merits of the dispute. All disputes will be decided by
4 the Settlement Administrator within ten (10) business days of the Response Deadline and the Settlement
5 Administrator's decision shall be final and not subject to appeal. The fax or postmark date will be the
6 exclusive means to determine whether a Workweek Dispute has been timely submitted.

7 51. Defective Submissions. If a Class Member's Request for Exclusion is defective under
8 the requirements of this Agreement, that Class Member will be given an opportunity to cure the defects.
9 The Settlement Administrator will mail the Class Member a cure letter within three (3) business days of
10 receiving the defective submission to advise the Class Member that his or her submission is defective
11 and that the defect must be cured to render the Request for Exclusion valid. The Class Member will have
12 until (i) the Response Deadline or (ii) ten (10) calendar days from the date of the cure letter, whichever
13 date is later, to postmark or fax a revised Request for Exclusion. If the revised Request for Exclusion is
14 not postmarked or received by fax within that period, it will be deemed untimely and invalid.

15 52. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the
16 Settlement Agreement must sign and fax or postmark a written Request for Exclusion to the Settlement
17 Administrator by the Response Deadline pursuant to the provision described herein. The fax or postmark
18 date will be the exclusive means to determine whether a Request for Exclusion has been timely
19 submitted.

20 53. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member
21 who does not affirmatively opt-out of the Settlement Agreement by submitting a timely and valid
22 Request for Exclusion will be bound by all of its terms, including those pertaining to the Released
23 Claims during the Class Period, as well as any Judgment that may be entered by the Court if it grants
24 final approval to the Settlement.

25 54. Releases by Participating Class Members. Upon the Release Effective Date, and except
26 as to rights or claims that may be created by this Settlement Agreement, each Participating Class
27 Member, together and individually, on their behalf and on behalf of their respective spouses, heirs,
28 executors, administrators, agents, and attorneys, shall fully and forever release and discharge all of the

Released Parties, or any of them, from each of the Released Claims during the Class Period.

Subject to and in accordance with the provisions of the Settlement Agreement, even if Participating Class Members may later discover facts in addition to or different from those which they now know or believe to be true with respect to the subject matter of the Released Claims, Participating Class Members shall be deemed to have and by operation of the Final Judgment shall have, fully, finally and forever settled and released any and all Released Claims. This is true whether the Released Claims are known or unknown, suspected or unsuspected, which now exist or heretofore have existed under any theory of law or equity now existing or coming into existence in the future, including but not limited to conduct that is negligent, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts.

Participating Class Members will be deemed to have acknowledged and agreed that their claims for wages and/or penalties in the Action are disputed, and that their Individual Settlement Payments constitute payment of all sums allegedly due to them for the Released Claims. Participating Class Members will be deemed to have acknowledged and agreed that California Labor Code section 206.5 is not applicable to the Individual Settlement Payments. That section provides in pertinent part as follows:

“An employer shall not require the execution of a release of a claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made.”

55. Release by All PAGA Employees and the LWDA. In addition to the release of Released Claims against the Released Parties made by all Participating Class Members, upon the Release Effective Date, all PAGA Employees – and the LWDA – shall be deemed to have released their respective PAGA claims against the Released Parties, which include any and all claims under the against the Released Parties that were or could have been pled based on the factual allegations of the operative Complaint, including but not limited to claims seeking civil penalties for failure to pay overtime compensation and liquidated damages; failure to pay minimum wages and liquidated damages, failure to provide meal periods; failure to provide rest periods; failure to provide itemized wage statements; failure to reimburse business expenses; failure to provide adequate seating; improper receipt and distribution of gratuities; failure to pay wages upon termination of employment; and civil penalties under Labor Code section 558. This includes, but is not limited to, claims for violation of California

1 Labor Code sections 203, 226, 226.7, 351, 510, 512, 558, 1182.12, 1194, 1194.2, 1197.1, 1198, 2698,
2 et seq., 2800, and 2802. The Parties agree that there is no statutory right for any PAGA Employee to
3 opt out or otherwise exclude himself or herself from the PAGA Payment and the associated release of
4 claims and rights under PAGA.

5 56. Objection Procedures. To object to the Settlement Agreement, a Class Member must
6 postmark or fax a valid Notice of Objection to the Settlement Administrator pursuant to the provisions
7 described herein. The fax or postmark date will be the exclusive means to determine whether a Request
8 for Exclusion has been timely submitted. Class Members who fail to object in the manner specified
9 above will be deemed to have waived all objections to the Settlement and will be foreclosed from
10 making any objections, whether by appeal or otherwise, to the Settlement Agreement. Class Members
11 will have a right to appear at the Final Approval Hearing at their own expense in order to have their
12 objections heard by the Court. At no time will any of the Parties or their counsel seek to solicit or
13 otherwise encourage Class Members to submit written objections to the Settlement Agreement or appeal
14 from the Order and Judgment. Class Counsel will not represent any Class Members with respect to any
15 objections to this Settlement.

16 57. Certification Reports Regarding Individual Settlement Payment Calculations. The
17 Settlement Administrator will provide Defendants' counsel and Class Counsel a weekly report that
18 certifies the number of Class Members who have submitted valid Requests for Exclusion, objections to
19 the Settlement, and whether any Class Member has submitted a challenge to any information contained
20 in his or her Notice Packet. Additionally, the Settlement Administrator will provide to counsel for both
21 Parties any updated reports regarding the administration of the Settlement Agreement as needed or
22 requested. The Settlement Administrator shall not identify the name, address, or Social Security
23 Number of any Class Member to Plaintiff, Class Counsel, or any other individual or entity absent
24 express approval by Defendants or Defendants' Counsel.

25 58. Distribution Timing of Individual Settlement Payments. Within ten (10) calendar days
26 of the Effective Date, the Settlement Administrator will issue Court-approved payments to:

27 (i) Participating Class Members;

28 (ii) PAGA Employees and the Labor and Workforce Development Agency;

1 (iii) Plaintiff; and

2 (iv) Class Counsel.

3 The Settlement Administrator will also issue a payment to itself for Court-approved services performed
4 in connection with the Settlement.

5 59. Un-cashed Settlement Checks. Funds represented by Individual Settlement Payment
6 and/or PAGA Payment checks returned as undeliverable and Individual Settlement Payment checks
7 and/or PAGA Payment checks remaining un-cashed for more than one hundred and twenty (120)
8 calendar days after issuance will be tendered to the State Controller's Office, Unclaimed Property
9 Division to be held pursuant to the Unclaimed Property Law, California Civil Code section 1500, et
10 seq., in the name of the Class Member to whom the check was issued, until such time that such
11 Class Members claim their property. After this process is completed, the Settlement Administrator
12 will prepare the Final Report regarding the distribution of the Maximum Settlement Amount,
13 including the total amount that was cashed/deposited by Class Members and the total amount of
14 any unpaid residue or unclaimed or abandoned funds that was distributed to the State Controller. In
15 the event a Participating Class Member fails to cash/deposit his or her Individual Settlement Payment
16 check, the Participating Class Member shall nevertheless remain bound by the Settlement.

17 60. Certification of Completion. Upon completion of administration of the Settlement, the
18 Settlement Administrator will provide a written declaration under oath to certify the completion to the
19 Court and counsel for all Parties.

20 61. Administration of Taxes by the Settlement Administrator. The Settlement Administrator
21 will be responsible for issuing to Plaintiff, Participating Class Members, PAGA Employees, and Class
22 Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid under this
23 Settlement. The Settlement Administrator will also be responsible for forwarding all payroll taxes and
24 penalties to the appropriate government authorities.

25 62. Administration Costs if Settlement Fails. If the Settlement is voided or rejected by the
26 Court, any costs incurred by the Settlement Administrator will be paid equally by the Parties (half by
27 Defendants and half by Class Counsel), unless otherwise specified in this Agreement.

28 63. Tax Liability. Defendants make no representation as to the tax treatment or legal effect

1 of the payments called for hereunder, and Plaintiff, Participating Class Members, PAGA Employees,
2 and Class Counsel are not relying on any statement, representation, or calculation by Defendants or by
3 the Settlement Administrator in this regard. Plaintiff, Participating Class Members, PAGA Employees,
4 and Class Counsel understand and agree that they will be solely responsible for the payment of any taxes
5 and penalties assessed on the payments described herein and will defend, indemnify, and hold
6 Defendants free and harmless from and against any claims resulting from treatment of those payments as
7 non-taxable damages.

8 64. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES
9 OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS
10 AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”)
11 ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND
12 NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES
13 OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR
14 WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED
15 OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES
16 TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE
17 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS
18 OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX
19 ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS
20 AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY
21 ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY
22 UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO
23 ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
24 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
25 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF
26 ANY SUCH ATTORNEY’S OR ADVISER’S TAX STRATEGIES (REGARDLESS OF WHETHER
27 THE LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
28 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY

TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
AGREEMENT.

65. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged.

66. Nullification of Settlement Agreement. In the event that: (i) the Court does not grant final approval of the Settlement as provided herein; or (ii) the Settlement does not become final for any other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will likewise be treated as void from the beginning. Further, any documents related to this Settlement Agreement shall not be used by any Class Member or Class Counsel to support any claim or request for class certification in the Action, and shall not be used in any other civil, criminal, or administrative action against Defendants or any of the other Released Parties. Should the Settlement not become final for any reason, the Parties will request that the Court reopen proceedings within thirty (30) calendar days, the Parties and any monies required to be paid under this Settlement shall be returned to their respective statuses as of the date and time immediately prior to the execution of this Settlement Agreement, and the Parties shall proceed in all respects as if this Settlement Agreement had not been executed, except that any Settlement Administration Costs already incurred by the Settlement Administrator shall be split evenly amongst the Parties. In the event an appeal is filed from the Court's Final Order and Judgment, or any other appellate review is sought, administration of the Settlement shall be stayed pending final resolution of the appeal or other appellate review and the stay shall only be lifted if the end result of the appeal or other proceeding is that the terms of this Settlement Agreement are upheld.

67. Preliminary Approval Hearing. Plaintiff will obtain a hearing before the Court on a mutually agreed-upon date to request the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval Order for:

- (i) conditional certification of the Settlement Class for settlement purposes only,

- 1 (ii) preliminary approval of the proposed Settlement Agreement,
2 (iii) setting a date for a final-fairness hearing.

3 The Preliminary Approval Order will provide for the Notice Packet to be sent to all Class Members as
4 specified herein. In conjunction with the Preliminary Approval hearing, Plaintiffs will submit this
5 Settlement Agreement, which sets forth the terms of this Settlement, and will include an agreed-upon
6 proposed Notice of Class Action Settlement. Class Counsel will be responsible for drafting all
7 documents necessary to obtain preliminary approval and agrees to provide drafts of all documents it
8 intends to file with the Court in support of Plaintiff's motion for Preliminary Approval to Defendants'
9 counsel for their review and comment at least seven (7) calendar days before filing with the Court. The
10 Proposed Order granting Plaintiff's Motion for Preliminary Approval shall be mutually agreed to by the
11 Parties prior to Plaintiff submitting the Proposed Order to the Court.

12 68. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the
13 deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and with the
14 Court's permission, a final fairness hearing will be conducted to determine the Final Approval of the
15 Settlement Agreement along with the amounts properly payable for:

- 16 (i) Attorneys' Fees and Costs;
17 (ii) the Class Representative Enhancement Payment;
18 (iii) Individual Settlement Payments;
19 (iv) the PAGA Payment;
20 (v) all Settlement Administration Costs.

21 The final-fairness hearing will not be held earlier than thirty (30) calendar days after the Response
22 Deadline unless the Court otherwise orders. Notice of any change of the date or location of the final-
23 fairness hearing shall be posted on the Settlement website. Class Counsel will be responsible for drafting
24 all documents necessary to obtain final approval. Class Counsel will also be responsible for drafting the
25 attorneys' fees and costs application to be heard at the final approval hearing. Class counsel agrees to
26 provide drafts of all documents it intends to file with the Court in support of Plaintiffs' motion for Final
27 Approval to Defendants' counsel for their review and comment at least seven (7) calendar days before
28 filing with the Court. The Proposed Order granting Plaintiff's Motion for Final Approval shall be

mutually agreed to by the Parties prior to Plaintiff submitting the Proposed Order to the Court. Notice of Final Judgment shall be given to the Class by posting on the Settlement website.

69. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the Court or after the final-fairness hearing, the Parties will present a Proposed Judgment to the Court for its approval, and any Proposed Amended Judgment that the Court may require after disposition of the Residue of the Settlement Amount after Distribution to the Settlement Class members. Any Proposed Judgment shall be mutually agreed to by the Parties prior to submission to the Court. After entry of the Judgment, the Court will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii) Settlement administration matters, and (iii) post-Judgment matters that are appropriate under court rules or as set forth in this Settlement Agreement.

70. Release by Plaintiff. Upon the Release Effective Date, in addition to the Released Claims being released by all Participating Class Members and release of PAGA claims by all PAGA Employees, the named Plaintiff, on her behalf and on behalf of her respective spouse, heirs, executors, administrators, agents, and attorneys, will release and forever discharge the Released Parties, to the fullest extent permitted by law, of and from any and all claims, known and unknown, asserted and not asserted, that Plaintiff has or may have against the Released Parties as of the date of execution of this Settlement Agreement. Plaintiff's release of claims include, but are not limited to, all of the Released Claims and any other claims arising under the California Labor Code; any claim arising out of the California common law of contract; the Fair Labor Standards Act, 29 U.S.C. § 201 et seq., and federal common law; all claims for lost wages and benefits, emotional distress, retaliation, punitive damages, and attorneys' fees and costs arising under federal, state, or local laws for discrimination, harassment, and wrongful termination, including but not limited to, 42 U.S.C. section 1981, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the California Fair Employment and Housing Act, the California Labor Code, and the law of contract and tort. This release excludes the release of claims not permitted by law.

To the extent the foregoing release is a release to which Civil Code section 1542 or similar

provisions of any other applicable law may apply, Plaintiff expressly waives any and all rights and benefits conferred upon her by Civil Code section 1542 or similar provisions of any applicable law which is as follows:

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

Thus, notwithstanding the provisions of section 1542, and to implement a full and complete release and discharge of the Released Parties, Plaintiff expressly acknowledges this Settlement Agreement is intended to include in its effect, without limitation, all claims Plaintiff does not know or suspect to exist in Plaintiff's favor at the time of signing this Settlement Agreement, and that this Settlement Agreement contemplates the extinguishment of any such claims. Plaintiff warrants that Plaintiff has read this Settlement Agreement, including this waiver of California Civil Code section 1542, and that Plaintiff has consulted with or had the opportunity to consult with counsel of Plaintiff's choosing about this Settlement Agreement and specifically about the waiver of section 1542, and that Plaintiff understands this Settlement Agreement and the section 1542 waiver, and so Plaintiff freely and knowingly enters into this Settlement Agreement. Plaintiff further acknowledges that Plaintiff later may discover facts different from or in addition to those Plaintiff now knows or believes to be true regarding the matters released or described in this Settlement Agreement, and even so Plaintiff agrees that the releases and agreements contained in this Settlement Agreement shall remain effective in all respects notwithstanding any later discovery of any different or additional facts. Plaintiff expressly assumes any and all risk of any mistake in connection with the true facts involved in the matters, disputes, or controversies released or described in this Settlement Agreement or with regard to any facts now unknown to Plaintiff relating thereto.

71. Rescission of Settlement Agreement (by Defendants). If more than ten percent (10 %) of the Class Members opt-out of the Settlement by submitting timely Request for Exclusion forms

1 and/or if the combined Workweeks worked by Class Members who timely exclude themselves
2 from the Settlement amounts to more than ten percent (10 %) of the total Workweeks worked by
3 all Class Members, Defendants may, at their sole option, rescind and void the Settlement and all actions
4 taken in furtherance of it will thereby be null and void. Defendants must exercise this right of rescission,
5 in writing, to Class Counsel within fourteen (14) calendar days after the Settlement Administrator
6 notifies the Parties of the total number of Requests for Exclusion received by the Response Deadline,
7 unless the 14th day falls on a Saturday, Sunday, or holiday, in which the case the deadline will be
8 extended to the next business day.

9 72. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the
10 terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth
11 herein. Any Exhibits to this Settlement Agreement are an integral part of the Settlement.

12 73. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the
13 entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements
14 may be deemed binding on the Parties. The Parties expressly recognize Civil Code section 1625 and
15 Code of Civil Procedure Section 1856, subdivision (a), which provide that a written agreement is to be
16 construed according to its terms and may not be varied or contradicted by extrinsic evidence, and the
17 Parties agree that no such extrinsic oral or written representations or terms will modify, vary or contradict
18 the terms of this Settlement Agreement.

19 74. Amendment or Modification. No amendment, change, or modification to this Settlement
20 Agreement will be valid unless in writing and signed, either by the Parties or their counsel.

21 75. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
22 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
23 Agreement and to take all appropriate action required or permitted to be taken by those Parties under this
24 Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate
25 the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and
26 use their best efforts to effect the implementation of the Settlement. If the Parties are unable to reach
27 agreement on the form or content of any document needed to implement the Settlement, or on any
28 supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties

1 may seek the assistance of the Court to resolve the disagreement.

2 76. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
3 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

4 77. Plaintiffs' Waiver of Right to Be Excluded and Object. Plaintiff agrees to sign this
5 Settlement Agreement and, by signing this Settlement Agreement, is hereby bound by its terms. For
6 good and valuable consideration, Plaintiff further agrees that she will not request to be excluded from the
7 Settlement Agreement, nor object to any of its terms. Any request for exclusion or objection by Plaintiff
8 will be void and of no force of effect. Any efforts by Plaintiff to circumvent the terms of this paragraph
9 will be void and of no force or effect.

10 78. Termination of Settlement. Subject to the obligations of cooperation set forth herein,
11 either Party may terminate this Settlement if the Court declines to enter a Preliminary Approval Order, a
12 Final Approval Order or a final judgment in substantially the form submitted by the Parties, or the
13 Settlement Agreement as agreed upon does not become final after appellate review. The terminating
14 Party or Parties shall give notice to the other Parties (through their counsel) written notice of the decision
15 terminate no later than ten (10) business days after receiving notice that one of the enumerated events has
16 occurred. Termination shall have the following effects:

17 78(a) The Settlement Agreement shall be terminated and shall have no force or
18 effect, and no Party shall be bound by any of its terms;

19 78(b) Defendants shall have no obligations to make any payment to any Party,
20 Class Member, Class Representative, or Class Counsel, except that the
21 terminating Party shall pay the Settlement Administrator for services
22 rendered up to the date the Settlement Administrator is notified the
23 Settlement has been terminated;

24 78(c) The Preliminary Approval Order, Final Approval Order and Judgment,
25 including an order of class certification, shall be vacated;

26 78(d) The Settlement Agreement and all negotiations, statements, and proceedings
27 relating thereto shall be without prejudice to the right of any of the Parties,
28 all of whom shall be restored to their respective positions prior to the

Settlement; and

78(e) Neither this Settlement Agreement, nor any ancillary documents, actions, statements, or filings in furtherance of Settlement (including all matters associated with mediation) shall be admissible or offered into evidence in the Action or any other action for any purpose whatsoever.

79. Notices. Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing by United States registered or certified mail, return receipt requested, and email notifications, as follows:

To Plaintiffs and the Class:

David R. Greifinger
Law Offices of David R. Greifinger
15515 W. Sunset Boulevard, Unit 214
Pacific Palisades, California 90272
tracklaw@me.com

To Defendants:

William J. Beverly
LAW OFFICES OF WILLIAM J. BEVERLY
3424 Carson Street, Suite 400
Torrance, CA 90503-5721
BeverlyLaw@Frontier.com

80. Other Lawsuits. To the fullest extent permissible under applicable law, and solely for the purposes of this Settlement Agreement and not for any other purpose, counsel for Plaintiffs represent and warrant on behalf of themselves and all others acting on their behalf, that they: (i) have not been retained by any other individuals with claims against Defendants (other than those of which Defendants and/or their counsel have been advised); (ii) are not aware of, and have not been informed of, any other plaintiff, Class Member, or attorney who intends to bring a claim against Defendants including, but not limited to any claim based on the subject matter of the Action; and (iii) do not currently intend to bring any other claims against Defendants. Nothing in the foregoing is intended to limit or restrict Plaintiffs' counsel's ability to practice law, or to otherwise violate California Rules of Professional Conduct, Rule 1-500. To the extent any portion of this paragraph is found to violate Rule 1-500, or any other Rule of

Professional Conduct, the offending language will be deemed stricken and will be treated as if of no force and effect.

81. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto will be governed by and interpreted according to the laws of the State of California, without regard for its conflict-of-laws principles.

82. Execution and Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including electronic (e.g., DocuSign), facsimile, and scanned copies of the signature page, will be deemed to be one and the same instrument.

83. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this Settlement Agreement is a fair, adequate and reasonable settlement of the Action and have arrived at this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

84. Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement invalid, the Parties agree that the Court should first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

85. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class certification for purposes of this Settlement only; except, however, that Plaintiff or Class Counsel may appeal any reduction to the Attorneys' Fees and Costs below the amount they request from the Court, and any Party may appeal any court order that materially alters the Settlement Agreement's terms.

86. Class Action Certification for Settlement Purposes Only. The Parties agree to stipulate to class action certification for purposes of the Settlement only. If, for any reason, the Settlement is not approved, the stipulation to certification will be void and shall not be admissible for any purpose whatsoever. The Parties further agree that certification for purposes of the Settlement is not an admission that class action certification is proper under the standards applied to contested certification motions and

1 that this Settlement Agreement will not be admissible in this or any other proceeding as evidence that
2 either (i) a class action should be certified or (ii) Defendants are liable to Plaintiff or any Class Member,
3 other than according to the Settlement's terms.

4 87. Non-Admission of Liability. The Parties enter into this Settlement to resolve the dispute
5 that has arisen between them and to avoid the burden, expense and risk of continued litigation. In
6 entering into this Settlement, Defendants do not admit, and specifically deny, that they violated any
7 federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or
8 any other applicable laws, regulations or legal requirements; breached any contract; violated or breached
9 any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with
10 respect to their employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any
11 of the negotiations connected with it, will be construed as an admission or concession by Defendants of
12 any violations or failures to comply with any applicable law. Except as necessary in a proceeding to
13 enforce the terms of this Settlement, this Settlement Agreement and its terms and provisions will not be
14 offered or received as evidence in any action or proceeding to establish any liability or admission on the
15 part of Defendants or to establish the existence of any condition constituting a violation of, or a non-
16 compliance with, federal, state, local, or other applicable law.

17 88. Publicity Prior to the Filing of Plaintiff's Motion for Preliminary Approval. Prior to
18 Plaintiff filing her Motion for Preliminary Approval, Class Representative and Class Counsel will not
19 make any public disclosures of any kind regarding the Settlement, this Settlement Agreement, or
20 the Memorandum of Understanding entered into by Class Counsel and Defendants' Counsel,
21 including but not limited to postings on Class Counsel's websites and postings on any social
22 media sites/outlets. However, Class Counsel is authorized to make disclosures as necessary for the
23 purposes of obtaining preliminary approval of, and effectuating the terms of, the Settlement. Such
24 disclosures are limited to court filings, submission of the Settlement to the LWDA, and
25 communications with the Settlement Administrator for purposes of effectuating the terms of the
26 Settlement. Class Counsel will take all steps necessary to ensure the Class Representative is aware
27 of, and will encourage her to adhere to, the restriction against any public disclosures regarding the
28 Settlement, this Stipulation Agreement, and the Memorandum of Understanding entered into by

1 Class Counsel and Defendants' Counsel, until after the Motion for Preliminary Approval is filed.
2 Further, Class Counsel will not include, reference, or use the Settlement for any marketing or
3 promotional purposes, or for attempting to influence Defendants' business relationships, either
4 before or after the Motion for Preliminary Approval is filed.

5 89. Publicity Following the Court's Order Granting Preliminary Approval. Following the
6 Court's Order granting preliminary approval, Class Representative and Class Counsel will not initiate
7 any communications with the media or third parties, except for the LWDA and the Settlement
8 Administrator as necessary to effectuate the terms of the Settlement and the Court's orders granting
9 preliminary approval. If contacted by the media or third parties, other than the LWDA or the
10 Settlement Administrator, Class Representative and Class Counsel will only discuss information
11 publicly available and on file with the Court. Class Counsel will take all steps necessary to ensure
12 the Class Representative is aware of, and will encourage her to adhere to, the restriction against
13 initiating any media comment. Class Counsel further agrees not to use the Settlement or any of its
14 terms for any marketing or promotional purposes, and, as stated above, will not include, reference
15 or use the Settlement for any marketing or promotional purposes, or for attempting to influence
16 Defendants' business relationships, either before or after the Motion for Preliminary Approval is
17 filed. However, nothing herein will restrict Class Counsel from including publicly available
18 information regarding this Settlement in future judicial submissions regarding Class Counsel's
19 qualifications and experience.

20 90. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement
21 or failure to exercise a right or remedy by any of the Parties will be considered to imply or constitute a
22 further waiver by the Party of the same or any other condition, covenant, right or remedy.

23 91. Enforcement Actions. If one or more of the Parties institutes any legal action or other
24 proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare
25 rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover
26 from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees
27 incurred in connection with any enforcement actions.

28 92. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and

conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one party than another merely because it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

93. Representation By Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel. Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

94. All Terms Subject to Final Court Approval. All amounts and procedures described in this Settlement Agreement will be subject to final Court approval.

95. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement.

96. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law. It is further agreed that, because the Class Members are so numerous, it is impossible or impractical to have each Class Member execute this Settlement Agreement. The Notice Packet shall advise all Class Members of the binding nature of the Settlement, and the release of Released Claims and shall have the same force and effect as if this Settlement Agreement were executed by each Participating Class Member.

97. Exhibits and Headings. The terms of this Settlement Agreement include the terms set forth in any attached exhibit(s), which are incorporated by this reference as though fully set forth herein. The Exhibit(s) to this Settlement Agreement are an integral part of the Settlement. The descriptive headings of any paragraphs or sections of this Settlement Agreement are inserted for convenience of reference only.

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READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: Sep 9, 2021


Katherine Townsend (Sep 9, 2021 16:50 PDT)

KATHERINE TOWNSEND

DEFENDANT RO-AL, INC.

Dated: _____

Authorized Signatory: _____

DEFENDANT

Dated: _____

PATRICK MOLLOY BASTIAN

DEFENDANT

Dated: _____

ALICE BASTIAN HAHN

APPROVED AS TO FORM

LAW OFFICES OF DAVID R. GREIFINGER

Dated: September 9, 2021

By: 

David R. Greifinger
Attorneys for Plaintiff

LAW OFFICES OF WILLIAM J. BEVERLY

Dated: _____

By: _____

William J. Beverly
Attorney for Defendant

EXHIBIT A

Katherine Townsend v. RO-AL, Inc., et. al. – 20STCV18526
SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF LOS ANGELES
NOTICE OF CLASS ACTION SETTLEMENT

**SI DESEA UNA TRADUCCIÓN AL ESPAÑOL DE ESTE AVISO, COMUNÍQUESE
CON EL ADMINISTRADOR DE LA CLASE EN CPT GROUP, INC., 50 CORPORATE PARK,
IRVINE, CA 92606.**

You are not being sued. This notice affects your rights. Please read it carefully.

To: All individuals who are or were hourly paid and/or non-exempt employees of RO-AL, INC., PATRICK MALLOY BASTIAN, and/or ALICE BASTIAN HAHN (collectively, “Defendants”) at Patrick Molloy’s Sports Pub in California at any time from MAY 2, 2016, to [the date of Preliminary Approval] (“Class Members”).

On [REDACTED], 2021, the Honorable Yvette M. Palazuelos of the Los Angeles County Superior Court granted preliminary approval of this class action settlement and ordered the litigants to notify all Class Members of the settlement. **You have received this notice because Defendants’ records indicate that you are a Class Member, and therefore entitled to a payment from the settlement in the event the settlement is granted final approval by the Court.**

Unless you choose to opt out of the settlement by following the procedures described below, you will be deemed a Class Member and, if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement fund. The Final Fairness Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at [REDACTED] :00 .m. on [REDACTED], 2021 in Dept. 9 of the Los Angeles County Superior Court located at 312 North Spring Street, Los Angeles, CA 93101. You are not required to attend the hearing. The Los Angeles County Superior Court enforces social distancing and face mask requirements for all individuals in all courthouses. Check the court’s website at www.lacourt.org for updates.

Summary of the Litigation

Plaintiff KATHERINE TOWNSEND (“Plaintiff”), on her own behalf and on behalf of other current and former hourly paid and/or non-exempt employees of Defendants at Patrick Molloy’s Sports Pub, allege that Defendants violated California state labor laws including: Failure to Pay Overtime Compensation; Failure to Pay Minimum Wages; Failure to Provide Meal Periods; Failure to Provide Rest Periods Periods; Failure to Reimburse Business Expenses; Failure to Provide Adequate Seating; Improper Receipt and Distribution of Gratuities; Failure to Pay Wages Upon Termination of Employment; and Unfair Competition. Plaintiff also seeks to recover civil penalties under the Private Attorneys General Act (“PAGA”) for alleged violations of the California Labor Code. After the exchange of relevant information and evidence, the parties agreed to enter into settlement negotiations in an attempt to resolve the claims in the case. Following months of negotiations, the parties were able to negotiate a complete settlement of Plaintiff’s claims.

Counsel for Plaintiff, and the attorneys appointed by the Court to represent the class, The Law Offices of David R. Greifinger (“Class Counsel”), have investigated and researched the facts and circumstances underlying the issues raised in the case and the applicable law. While Class Counsel believe that the claims alleged in this lawsuit have merit, Class Counsel also recognize that the risk and expense of continued litigation justify settlement. Based on the foregoing, Class Counsel believe the proposed settlement is fair, adequate, reasonable, and in the best interests of Class Members.

Questions? Contact the Settlement Administrator toll free at 1-*-***-****
Further Information: [www.\[REDACTED\]](http://www.[REDACTED])**

Defendants have denied, and continue to deny the factual and legal allegations in the case and believe that they have valid defenses to Plaintiff's claims. By agreeing to settle, Defendants are not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action. Defendants have agreed to settle the case as part of a compromise with Plaintiff solely because of the risk and expense of continued litigation.

The Court has not made any determination on the merits of Plaintiff's claims or as to whether this case should proceed as a class and/or representative action.

Summary of The Proposed Settlement Terms

Plaintiff and Defendants have agreed to settle Plaintiff's claims in exchange for a Maximum Settlement Amount of \$225,000.00. This amount is inclusive of: (1) individual settlement payments to all Participating Class Members; (2) a Class Representative Enhancement Payment of \$7,500 to Plaintiff KATHERINE TOWNSEND, subject to court approval, for her services on behalf of the class and for her general release of all claims; (3) \$75,000 in attorneys' fees and up to \$10,000 in litigation costs and expenses to Class Counsel, subject to court approval; (4) a \$10,000 payment in settlement of Plaintiff's claims under the California Private Attorneys General Act of 2004 (the "PAGA Settlement"), Seventy-Five Percent (75 %) of which, or \$7,500, will be paid to the California Labor and Workforce Development Agency ("LWDA"), and Twenty-Five Percent (25 %), or \$2,500, of which will be paid to Class Members who worked for Defendants as hourly paid and/or non-exempt employees at Patrick Molloy's Sports Pub during the period from October 7, 2019 to [date of Preliminary Approval] ("PAGA Employees") in connection and accordance with PAGA, and (5) reasonable Settlement Administrator's fees and expenses currently estimated to be not more than \$15,000. After deducting the Class Representative Enhancement Payment, attorneys' fees and costs, the PAGA Payment, and the Settlement Administrator's fees and expenses, a total of approximately **\$107,500** ("Net Settlement Amount") will be allocated to Class Members who do not opt out of the settlement.

Each Class Member's "Individual Settlement Payment" will be based on the number of Workweeks each Class Member worked for Defendants at Patrick Molloy's Sports Pub during the period from May 12, 2016, to [date of Preliminary Approval] ("Class Period"). The formula for calculating individual settlement payments is as follows:

- (a) The Settlement Administrator will calculate the total number of Workweeks worked by each Class Member based upon their dates of employment during the Class Period and the aggregate total number of Workweeks worked by all Class Members during the Class Period.
- (b) Each Class Member's share of the Net Settlement Amount will be calculated according to the following formula: $\text{Class Member's Workweeks} \div \text{Entire Class' aggregate Workweeks} \times \text{Net Settlement Amount}$.
- (c) The entire Net Settlement Amount will be disbursed to all Class Members who do not submit timely and valid Requests for Exclusion.

Should any of the following occur, the estimated Individual Settlement Payments of each Participating Class Member will proportionately increase to ensure that the entire Net Settlement Amount is distributed to Participating Class Members: (i) any Class Member validly opts out of the Settlement; (ii) the Court approves a Class Representative Enhancement Payment in an amount less than that requested by Plaintiff, as detailed herein; (ii) the Court approves Attorneys' Fees and Costs in an amount less than that requested by Class Counsel, as detailed herein; and/or (iii) the Court approves Settlement Administration Costs in an amount less than that requested by the Parties, as detailed herein.

According to Defendants' records, you worked during a total of _____ Workweeks during the Class Period. Accordingly, your estimated Individual Settlement Payment is approximately \$ _____.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

Further Information: www._____

If you believe the information provided above is incorrect, please contact the Settlement Administrator to dispute the calculation. Your Workweek Dispute must be in writing and contain: (a) your full name, signature, address, and the last four digits of your Social Security number; (b) the number of Workweeks you contend is correct; and (c) any evidence supporting your contention. You must attach all documentation in support of your dispute. All disputes should be postmarked or faxed on or before [insert date of Response Deadline] to:

CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606
Fax: (949) 419-3446

If you dispute the information stated above, Defendants' records will control and will be presumed correct unless you are able to provide credible documentation that establishes otherwise. The Settlement Administrator will resolve and decide all Workweek Disputes.

Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this settlement, the Individual Settlement Payments will be allocated as follows: twenty percent (20%) as wages for which IRS Forms W-2 will be issued, and eighty percent (80%) as non-wages for penalties and interest, for which IRS Forms 1099-MISC will be issued.

Your Options Under the Settlement

Option 1 – Automatically Receive a Payment from the Settlement

If you want to receive your payment from the settlement, then no further action is required on your part. You will automatically receive your settlement payment by check, by First Class Mail from the Settlement Administrator if and when the Settlement receives final approval by the Court. All checks will be negotiable for 120 days—any check that is not cashed within 120 days will be voided and the funds will be sent to the California State Controller to be deposited in the Unclaimed Property Fund in the Class Member's name so that the funds may later be claimed by the Class Member.

If you choose **Option 1**, and if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement funds. In addition, you will be deemed to have released or waived the following claims ("Released Claims") against the "Released Parties" (i.e., Defendants Ro-Al, Inc., dba Patrick Molloy's, Patrick Molloy Bastian, Alice Bastian Hahn, and Harry Frederick Hahn, and all of their present and former parent companies, subsidiaries, divisions, related or affiliated companies, shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns, and any individual or entity which could be liable for any of the Released Claims, and Defendants' counsel of record in the Action): Any and all claims and allegations under state, federal or local law, whether statutory, common law or administrative, arising out of or related to the allegations set forth in the Operative Complaint, or which could have been alleged based on the facts and allegations pled in the Operative Complaint that occurred during the Class Period ("Class Release"), including but not limited to claims for: failure to pay overtime compensation and liquidated damages (Lab. Code, §§ 510, 1194, 1194.2, & 1198); failure to pay minimum wages and liquidated damages (Lab. Code, §§ 1182.12, 1194, 1194.2, 1197.1, & 1198, and Cal. Code Regs., tit. 8, § 11050); failure to provide meal periods (Lab. Code, §§ 226.7 & 512, and Cal. Code Regs., tit. 8, § 11050); failure to provide rest periods (Lab. Code, §§ 226.7 & 512, and Cal. Code Regs., tit. 8, § 11050); failure to provide itemized wage statements (Lab. Code, § 226); failure to

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

Further Information: www._____

reimburse business expenses (Lab. Code, §§ 2800 & 2802); failure to provide adequate seating (Lab. Code, § 1198 and Cal. Code Regs., tit. 8, § 11050, subd. (14)); (8) improper receipt and distribution of gratuities (Lab. Code, § 351); failure to pay wages upon termination of employment (Lab. Code, § 203); civil penalties under Labor Code section 558; unfair competition (Bus. & Prof. Code, § 17200, et. seq.); and penalties under the Private Attorneys General Act (Lab. Code, § 2698, et. seq.), injunctive relief, punitive damages, liquidated damages, penalties of any nature (including civil penalties under PAGA), interest, fees, (including fees under California Code of Civil Procedure section 1021.5), and costs, and all other claims and allegations made or which could have been made in the Action based on the facts and allegations pled in the Operative Complaint during the Class Period. Upon entry of final judgment and funding of the Maximum Settlement Amount, the PAGA Employees shall also release the Released Parties from all PAGA claims that were or could have been alleged based on the factual allegations in the Operative Complaint which occurred during the PAGA Period (“PAGA Release”). Both the Class and PAGA Releases expressly exclude all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, or claims outside the Class or PAGA Periods. Settlement Class Members’ Released Claims do not include claims that, as a matter of law cannot be released. The Settlement Class Members’ Released Claims are released from May 2, 2016, through [preliminary approval of this Settlement].

Option 2 – Opt Out of the Settlement

If you do not wish to participate in the settlement, you may exclude yourself from participating by submitting a written request on the accompanying Opt-Out Form to the Settlement Administrator expressly and clearly indicating that you have received this Notice of Class Action Settlement, decided not to participate in the settlement, and desire to be excluded from the settlement. The written request for exclusion must (i) include your name, signature (even if you have counsel), address, telephone number, and the last four digits of your Social Security Number, (ii) be signed and dated by you, and (iii) be returned by First Class U.S. Mail or fax, to the Settlement Administrator at the address below no later than [Response Deadline].

CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606
Fax: (949) 419-3446

The date of the fax or postmark on the mailing envelope will be the exclusive means to determine whether an Opt-Out Form has been timely submitted. If you submit a request for exclusion which is not faxed or postmarked by _____, 2021, your request for exclusion will be rejected, and you will be included in the settlement class.

If you choose **Option 2**, you will no longer be a Class Member, and you will (1) be barred from participating in the settlement, but you will not give up any legal rights, (2) be barred from filing an objection to the settlement, and (3) not receive a payment from the settlement. However, to the extent you are eligible to receive a portion of the PAGA Payment, you will still receive that amount whether or not you submit a request for exclusion. This is because, if the Court approves the PAGA Payment, there is no right to be excluded from the PAGA release that is part of this Settlement. A Class Member who does not submit a timely and valid request exclusion from the settlement will be deemed a Participating Class Member and will be bound by all terms of the settlement if the settlement is granted final approval by the Court.

Option 3 – Object to the Settlement

If you decide to object to the settlement because you find it unfair or unreasonable, you may submit a written objection on the accompanying Objection Form by mail or fax stating why you object to the settlement, or you may instead appear at the Final Fairness Hearing, at your own expense, to object to the Settlement.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

Further Information: [www._____](#)

Written objections must provide: (1) your full name, signature (even if you have counsel), address, and telephone number, (2) a written statement of all grounds for the objection accompanied by any legal support for your objection; (3) copies of any papers, briefs, or other documents upon which the objection is based; and (4) a statement about whether you intend to appear at the Fairness Hearing. The objection must be mailed by First Class U.S. Mail or fax, to the Settlement Administrator at the address below no later than [Response Deadline].

CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606
Fax: (949) 419-3446

The date of the fax or postmark on the mailing envelope will be the exclusive means to determine whether a Notice of Objections has been timely submitted. Late objections will not be considered.

You may also, if you wish, appear at the Final Fairness Hearing set for _____ at _____ a.m./p.m. in the Superior Court of the State of California, for the County of Los Angeles and discuss your objection with the Court and the Parties at your own expense. You may appear at the Final Fairness Hearing in person at:

Superior Court of California
County of Los Angeles
Dept. 9
312 North Spring Street
Los Angeles, CA 90012

The Los Angeles County Superior Court enforces social distancing and face mask requirements for all individuals in all courthouses. Check the court's website at www.lacourt.org for updates. You may instead appear at the Final Fairness Hearing virtually by utilizing the following link: _____. You may also retain an attorney to represent you at the hearing at your own expense.

If you choose **Option 3**, you will still be entitled to the money from the settlement. If the Court overrules your objection, you will be deemed to have released the Settlement Class Members' Released Claims.

By submitting an objection, you are not excluding yourself from the settlement. To exclude yourself from the settlement, you must follow the directions described above. Please note that you cannot both object to the settlement and exclude yourself. You must choose one option only.

Additional Information

This Notice of Class Action Settlement is only a summary of the case and the settlement. For a more detailed statement of the matters involved in the case and the settlement, you may refer to the pleadings, the settlement agreement, and other papers filed in the case, which may be inspected at the Office of the Clerk for the Superior Court of California for the County of Los Angeles, 312 N. Spring Street, Los Angeles, 90012, subject to the Los Angeles Superior Court's social distancing and face mask requirements. Due to the Covid-19 pandemic, you may be required to make an advance appointment to inspect the case file. Check the court's website at www.lacourt.org for updates. All inquiries by Class Members regarding this Class Notice and/or the settlement should be directed to the Settlement Administrator or counsel for the parties at the addresses set forth below.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

Further Information: www._____

<u>Class Counsel</u> David R. Greifinger, Esq. (SBN 105242) LAW OFFICES OF DAVID R. GREIFINGER 15515 W. Sunset Boulevard, Unit 214 Pacific Palisades, California 90272 Telephone: (424) 330-0193 Facsimile: (831) 920-4864 tracklaw@me.com	<u>Defendants' Counsel</u> William J. Beverly, Esq. (SBN 81573) LAW OFFICES OF WILLIAM J. BEVERLY 3424 Carson Street, Suite 400 Torrance, CA 90503-5721 Telephone: (310) 793-7766 Facsimile: (310) 793-7771 BeverlyLaw@Frontier.com
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You may find further information about this Settlement at www. [REDACTED]

PLEASE DO NOT CONTACT THE CLERK OF THE COURT OR THE JUDGE WITH INQUIRIES.

4830-0629-4262, v. 2

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

Further Information: www._____

OBJECTION FORM

Katherine Townsend v. RO-AL, Inc., et. al. – 20STCV18526
SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF LOS ANGELES

I am a class member and I object to the proposed settlement of the class action lawsuit entitled *Katherine Townsend v. RO-AL, Inc., et. al.*, Los Angeles County Superior Court Case No. 20STCV18526.

The grounds for my objection are as follows: _____

(Attach additional sheets if necessary)

(NAME)

(STREET ADDRESS)

(CITY)

(STATE)

(ZIP CODE)

____ Please check if this address is different than the address to which the class notice was mailed.

(SIGNATURE)

(DATE)

This form must be faxed or postmarked **NO LATER THAN** ,
2021.

Fax or Mail this form to:

CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606
Fax: (949) 419-3446

**IF YOU FILE AN OBJECTION TO THE PROPOSED SETTLEMENT,
YOU MAY NOT ALSO OPT OUT OF THE CLASS ACTION LAWSUIT.**

YOU MAY FIND FURTHER INFORMATION ABOUT THIS SETTLEMENT AT:
XXXXXX.COM

OPT-OUT FORM

Katherine Townsend v. RO-AL, Inc., et. al. – 20STCV18526
SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF LOS ANGELES

**IF YOU WANT TO BE INCLUDED IN THIS CLASS ACTION SETTLEMENT
AND BE ELIGIBLE TO RECEIVE YOUR PORTION OF THE SETTLEMENT
AMOUNT, DO NOT FILL OUT THIS FORM.**

I am a class member and have received notice of the proposed class action settlement in this action. I do **not** want to participate in and hereby opt out of the proposed settlement of the class action lawsuit entitled *Katherine Townsend v. RO-AL, Inc., et. al.*, Los Angeles County Superior Court Case No. 20STCV18526. I understand that by opting out I will receive no benefits or compensation from the lawsuit.

(NAME)

(LAST 4 DIGITS OF SOCIAL
SECURITY NUMBER)

(STREET ADDRESS)

(CITY)

(STATE)

(ZIP CODE)

____ Please check if this address is different than the address to which the class notice was mailed.

SIGNATURE

DATE

This form must be faxed or postmarked **NO LATER THAN** _____, **2021.**

Fax or Mail this form to:

CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606
Fax: (949) 419-3446

YOU MAY FIND FURTHER INFORMATION ABOUT THIS SETTLEMENT AT:
XXXXXX.COM

CHANGE OF ADDRESS FORM

Katherine Townsend v. RO-AL, Inc., et. al. – 20STCV18526
SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF LOS ANGELES

I am a class member in the proposed settlement of the class action lawsuit entitled *Katherine Townsend v. RO-AL, Inc., et. al.*, Los Angeles County Superior Court Case No. 20STCV18526. My new address is stated below. Please send all notices and class benefits to this new address.

(NAME)

(STREET ADDRESS)

(CITY)

(STATE)

(ZIP CODE)

(SIGNATURE)

(DATE)

Fax or Mail this form to:

CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606
Fax: (949) 419-3446

YOU MAY FIND FURTHER INFORMATION ABOUT THIS SETTLEMENT AT:
XXXXXX.COM

Townsend v. Ro-Al - Class and PAGA Settlement Agreement w EXH A

Final Audit Report

2021-09-09

Created:	2021-09-09
By:	The Ozzello Practice PC (cmarshall@ozzellolaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAwDwkGz9AbFPNJS13-nqiJMQCv3U72J9i

"Townsend v. Ro-Al - Class and PAGA Settlement Agreement w EXH A" History



Document created by The Ozzello Practice PC (cmarshall@ozzellolaw.com)

2021-09-09 - 11:45:34 PM GMT- IP address: 71.84.207.68



Document emailed to Katherine Townsend (ktownsendd@hotmail.com) for signature

2021-09-09 - 11:46:12 PM GMT



Email viewed by Katherine Townsend (ktownsendd@hotmail.com)

2021-09-09 - 11:47:51 PM GMT- IP address: 172.56.17.246



Document e-signed by Katherine Townsend (ktownsendd@hotmail.com)

Signature Date: 2021-09-09 - 11:50:31 PM GMT - Time Source: server- IP address: 172.56.17.192



Agreement completed.

2021-09-09 - 11:50:31 PM GMT

EXHIBIT 5

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF LOS ANGELES**
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12 KATHERINE TOWNSEND, an individual,
13 on behalf of herself, and on behalf of all
14 persons similarly situated, and on behalf of
all aggrieved employees

15 Plaintiffs,

16 vs.

17 RO-AL, INC., a California Corporation;
18 PATRICK MOLLOY BASTIAN, an
individual; ALICE BASTIAN HAHN, an
19 individual; FRED HAHN, an individual;
and DOES 1 through 50 inclusive.
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21 Defendants.
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Case No. 20STCV18526

**DECLARATION OF JULIE GREEN
ON BEHALF OF CPT GROUP, INC.**

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1. I have personal knowledge of the facts set forth herein and if called upon to testify, I could and would do so competently under oath.

3. CPT Group, Inc. is located at 50 Corporate Park, Irvine, CA 92606.

5. As a company, CPT has extensive experience in providing court approved notice of class actions and administering various types of notice programs and settlements. In the past 30-plus years, we have provided notification and/or claims administration services in thousands of class action cases. CPT offers a wide range of class action administrative services for developing, managing and executing all stages of integrated settlement plans. A true and correct copy of CPT's company resume ("CPT CV") is attached as **Exhibit A**, which provides detailed information concerning our class action claims administration qualifications and experience.

7. CPT was selected by the parties in the above captioned settlement to provide settlement administration services including providing notice of settlement to the class members. In this capacity, CPT will complete the following tasks as part of its administration duties: (a) prepare, print, and mail to class members notification of the pending settlement in both English and Spanish; (b) establish a dedicated toll-free number where class members are able to speak to a live, bi-lingual representative regarding case information; (c) process undeliverable mail and locate updated addresses for class members using skip trace; (d) receive objections submitted by class members; (e)

1 receive and validate requests for exclusion submitted by class members; (f) notify the parties of the
2 identity of class members that filed timely requests for exclusion; (g) receive other communications
3 about the settlement; (h) file any required reports with the court; (i) establish a fund for authorized
4 claimants; (j) calculate the amounts due to each class member pursuant to the settlement; (k) make
5 payments to class members through the established fund and file all applicable tax returns; and (l)
6 handle any uncashed checks as directed by the court.

7 8. CPT has agreed to administer this settlement for the discounted fee of \$13,000.00. A true
8 and correct copy of CPT's estimate associated with the administration of the settlement in the above-
9 captioned matter is attached as **Exhibit B**.

10
11 I declare under penalty of perjury under the laws of the United States and state of California
12 that the foregoing is true and correct.

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14 Executed on September 28, 2021, at Irvine, California.

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17 JULIE GREEN
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EXHIBIT A

CURRICULUM VITAE

COMPANY PROFILE

CPT Group, Inc. ("CPT"), founded in 1984, is a leading provider of notice and settlement class action administration services and has been appointed as the third-party administrator by all major courts. Throughout our history, CPT has disbursed billions of dollars in settlement funds and serviced tens of millions of class members while administrated approximately 5,000 cases. CPT offers a wide range of class action administrative services for developing, managing, and executing all stages of integrated notice plans and settlements. This includes pre-certification and discovery mailings, class-certification mailings, claims processing and administration, data management, data reporting, settlement fund administration, legal noticing campaigns, website design and web hosting. The project management, call center, data entry, IT and production facilities are all located at the corporate headquarters in Irvine, CA.

QUALITY ASSURANCE & SECURITY

The integrity of CPT's work and the stringent quality assurance protocols are strengthened by the staff's ability to work in close-proximity and keep the work handled in-house. CPT has an obligation to our clients to maintain a rigorous commitment to data and cyber security by implementing proactive measures, conducting extensive audits, implementing security controls and procedures throughout our business that comply with NIST 800-171.

EXPERIENCE

CPT has extensive experience providing court-approved notice and administration services in complex, large fund, and top tier class action settlements across a broad spectrum of unique subject matters. Below are highlights from a few relevant cases we handled:

- ***Helmick v. Air Methods Corp.*** (Top Settlements, 2020): Administration of this \$78,000,000 employment settlement included direct mailed notice to class members, production and maintenance of a settlement website and distribution of over \$48,000,000 to eligible claimants.
- ***Wackenhut Wage and Hour Cases*** (Top Settlements, 2019): To notify potential class members in this \$130,000,000 wage and hour settlement, CPT provided email and text notice in both English and Spanish, maintained a dedicated settlement website with an online claims portal and a toll-free support hotline. CPT's outreach efforts resulted in a 57.14% filing rate.
- ***Sanchez v McDonald's Restaurants of California*** (Top Settlements, 2019): Notice methods in this \$26,000,000 wage and hour settlement included both mailed notice in both English and Spanish and email notification, as well as settlement website and toll-free case support hotline.
- ***Thompson v. 1-800 Contacts, Inc., et al.***: This \$40 million-dollar anti-trust settlement comprised of four settlement classes required design and implementation of a robust, multi-faceted two-part notice program with a multi-layered media campaign combining the use of various digital advertisement platforms, a press release, a dedicated settlement website with an online claims portal, and a toll-free support hotline. The notice program also included an e-mail notice campaign to approximately 10,000,000 potential class members. Combined notice efforts resulted in over 140,000 claimants.
- ***Broomfield v. Craft Brew Alliance, Inc.***: CPT's outreach efforts in this \$20 million consumer settlement included a multi-media channel approach to notice which employed direct mailed notice and a digital, social, and mobile media campaign which reached an impressive 91.43% of the targeted 8,000,000 class members. CPT processed both electronic and hard copy claim forms and valid claimants were paid via paper checks, e-Check, and ACH.
- ***Abdullah v U.S. Security Associates, Inc.*** (Top Settlements, 2018): Administration of this \$21,000,000 wage and hour settlement included direct mailed notice to class members, class member support hotline and distribution of over \$13,000,000 to eligible claimants.
- ***Augustus et al. v. American Commercial Security Services, Inc.*** (Top Settlements, 2018): Administration duties in this \$110,000,000 employment settlement included direct mailed notice to class members in both English and Spanish and distributing over \$72,000,000 in settlement funds to valid claimants.
- ***Jacobo, et al. v. Ross Stores, Inc.***: In this \$4.85 million consumer settlement, CPT notified approximately 9,000,000 potential class members via direct email notice and a media campaign that combined the use of various digital advertisement platforms, a nationwide press release, print publication in People Magazine, a dedicated settlement website, and a toll-free support hotline. Ultimately, CPT processed 285,000 claims and disbursed \$3,000,000 in merchandise certificates.

DIVERSITY & INCLUSION

CPT believes that promoting diversity starts with a commitment to building understanding and awareness. Diversity is not just cultural or ethnic, it includes people of all ages and backgrounds. We are guided by a commitment to removing barriers to the recruitment, retention, and advancement of talented individuals from historically excluded populations. CPT recruits and rewards team members based on capability and performance, regardless of race, gender, sexual orientation, gender identity or expression, lifestyle, age, educational background, national origin, religion, or physical ability.

AREAS OF EXPERTISE

- **Project Management** – At the heart of CPT’s administrative capabilities is our ability to manage and process our cases as a neutral third party with efficiency, accuracy and in compliance with the terms of the parties’ agreement. Our skilled approach in the use of technology, effective management, and quality assurance is the core of our operation.
- **Claims Administration** – CPT executes an extensive Quality Assurance process throughout the duration of the claims period. Any and all responses received from Class Members are processed according to our strict internal procedures and in accordance with Settlement Agreement. Once claims processing is completed, Counsel is provided with all required reporting, including, where applicable, a list of approved claimants and the settlement calculations for each.
- **Call Center** – CPT’s case support representatives stand ready to service all case inquiries offering live, multi-lingual, 1-1 response, 5 days a week during business hours (extended hours available). Interactive Voice Response (IVR) assures that class members receive the assistance and support they require 24-hours a day. A proprietary call tracking system combined with highly trained representatives ensures an accurate class member history for each and every call.
- **Data Management/Reporting** – Through programmatic analysis, CPT will standardize the class data to compile a master mailing list. CPT prepares weekly status reports for each case that summarize the status of returns and responses such as mail pieces and claim form submissions. CPT Group, Inc. is NIST SP 800-171 compliant, which ensures that necessary measures are taken to guarantee that all class member data is handled and stored in a safe and secure manner.
- **Noticing Expertise** – CPT’s legal notice experts have a combined experience of over 25 years in the industry and come together to plan a successful notice campaign based upon the requirements of the Settlement. After strategizing and consulting with Counsel, our team will determine the best method of notification to reach your intended target audience. Whether notification will be through means of a known or unknown data set, CPT will execute the campaign with precision and accountability.
- **Settlement Fund Administration** – CPT’s team of tax and accounting professionals manage all fund distributions through a rigorous and supervised process. Stringently following the terms of the Court Order, CPT maintains its Qualified Settlement Fund (QSF) accounts through federally insured banks with access restricted to authorized personnel only. On behalf of the QSF, CPT will handle all remittance and reporting to local, state and federal tax authorities.

SERVICES

- | | | |
|----------------------------------|------------------------------------|----------------------------------|
| • Settlement Administration | • Claims Processing | • Settlement Fund Administration |
| • Pre-Certification Notification | • Class Certification Notification | • Electronic Notification |
| • Data Analysis | • Secure Data Management | • Secure Data Reporting |
| • Bilingual Call Center | • In-House Print & Mail House | • NCOA & Skip Tracing |
| • Publication & Media Campaigns | • Website Hosting | • Website Design |

REFERENCES

For reference, the following Exhibits are attached:

1. CPT’s Information Security Statement.
2. CPT’s Data and Settlement Fund Transmission Methods
3. CPT’s Company Brochure.
4. CPT’s Client Testimonials.

EXHIBIT 1



Information Security Statement

Confidential

CPT Group, Inc. ("Company" or "CPT") maintains a comprehensive, written Information Security Program that complies with all applicable laws and regulations and is designed to (a) ensure the security, privacy and confidentiality of Class Member Information, (b) protect against any reasonably anticipated threats or hazards to the security or integrity of the Class Member Information, and (c) deny unauthorized access to, use, deletion, or modification of Class Member Information. As part of an ongoing effort, throughout its business CPT has implemented the following security controls and procedures:

- 1) Company uses Class Member Information only for the purposes for which Client provided it, as described in any Agreements and/or Court Order's governing the provisions of the Company's services on any particular engagement.
- 2) Company has designated one of more specifically named employees to be responsible for the administration of its Information Security Program.
- 3) Company has and maintains processes for identifying, assessing, and mitigating the risks to Class Member Information in each relevant area of the Company's operations and evaluating the effectiveness of the safeguards for controlling these risks.
- 4) Company runs and analyzes daily Risk Assessment and Threat Intelligence scans on all company computer stations, servers and protected network subnets. These scans search for any software vulnerabilities along with data containing sensitive information ("SI").
- 5) All computers are provisioned with an advanced security stack. Company's Endpoint Protection centrally reports activity, handles patch management and security policies. Company's security stack is based on DNS and content filtering, deep packet inspection at the firewall level, antivirus/antimalware, email filtering and user behavior analysis. Each endpoint is monitored with modern Data Loss Prevention ("DLP") software. Company's DLP system prevents connection to unauthorized external storage, cloud systems or email accounts. It actively blocks screen prints and will not allow confidential user information to be sent out of our trusted network.
- 6) Login access to Company email or systems requires two factor authentication, which requires not only a password and username but also something physical, like user location, secure ID token or biometrics.
- 7) Company regularly monitors, tests and updates its Information's Security Program.
- 8) Company restricts access to Class Member Information only to those employees, agents, or subcontractors who need to know the information to perform their jobs.
- 9) Company performs an annual audit of its Information Security Program. This includes a review of the controls: vulnerability scans, secure software development life cycle, patch management, intrusion detection and prevention, encryption of storage media and devices. Company makes reasonable changes to its Information Security Program to ensure it can maintain safeguards that are appropriate for the Class Member Information at issue.
- 10) At Client's request, but only when and in a manner consistent with applicable Agreements and/or Court Orders, Company will securely destroy or return all Class Member Information in its possession and certify to Client in writing that Company has done so. If Company destroys Class Member Information rather than return it, Company will use destruction methods that are in compliance with all applicable state and federal laws and regulation including NIST Special Publication 800-88, Revision 1 (2014). This obligation to return or destroy information shall not apply to Class Member Information that is stored in backup or other disaster recovery systems, archives or other storage systems that make it impractical to

destroy the information, but if Company retains Class Member Information for these reasons, its obligation under the Settlement Agreement will continue to apply for so long as it retains the information. Additionally, the Company will retain all hard copy documents (i.e. Claim Forms, etc.) for a period of 6 months, at which time they are scanned and shredded on Company premises in compliance with NIST Cybersecurity Framework.

- 11) Company performs extensive background checks (County Criminal, County Civil and National Criminal Database Search) of all its employees, including a review of their references, employment edibility, and education verification to ensure they do not pose a risk to the security of Class Member Information or Clients employees. Company will provide, upon request, a copy of its background check requirements for Clients review and approval. Nothing in this document shall compel Company to disclose the results of such background information of its employees.
- 12) Company conducts a monthly third-party credentialed vulnerability assessment with Trustwave. Vulnerabilities rated as high are patched/resolved with 48 hours. Medium is 1 week and Low is within 2 weeks. If a vulnerability cannot be resolved within our standard time, a compensating control will be introduced to protect the vulnerable systems. To ensure Company receives timely information regarding new threats and vulnerabilities, Company subscribes to US-CERT notices as well as notices are received from Sonicwall our firewall manufacturer. New threats are communicated to our executive and leadership team to disseminate to all employees within the company.
- 13) Company has implement the following safeguards for systems that process, store or transmit Class Member Information:
 - Identify and Access Management;
 - Windows password complexity with a specific length, history, upper and lower characters, numbers, expiration every 45 days, and separate password for email and computer;
 - Two-Factor authentication for remote access;
 - Removable media devices, personal web-based email, instant message, or online storage (i.e. Dropbox, Google Drive, iCloud, etc.) are blocked and restricted by the firewall;
 - Company uses the Microsoft Azure cloud to host corporate email. Remote access to the email system is disabled;
 - Company uses the HTTPS or FTP standard for all data transmissions, and shall ensure that all Client Data is encrypted while in transmission between Company's data center and the Company's computer system or other device (as applicable) and at rest, consistent with the NIST standard, but no less than a 128-bit key for symmetric encryption and a 1024-bit key for asymmetric encryption.
 - Company requires its clients and self to transfer files with personal Class Member Information via a secure transmission protocol through Citrix Sharefile FTP which secures file during transfer with SSL/TFL encryption protocols and in storage using AES 256-bit encryption. Links to file expire after 7 days. Company requires all files transferred in this method to be password protected during transmission and password to be provided telephonically only. Files are retrieved by Company, and then deleted manually upon successful download (or auto-deleted after 7 days from upload by system)'
 - Upon hire and annually thereafter, security training of all employees using the online security training platform Knowbe4. Users are required to do one hour of security training per year in additional to 20 minutes of training per quarter. Users are required to take tests online to ensure they've retained the knowledge. Topics covered are spear phishing emails, compromised website, social engineering, strong passwords, ransomware, handling sensitive information, mobile device security;
 - Company actively tests security defenses. Staff participate in simulated phishing exercises to reinforce previous training. Company also conducts monthly external penetration tests and daily internal vulnerability scans to ensure the integrity of our security measures;
 - Preventing terminated employees from accessing Class Member Information;
 - Appropriately configured and updated firewall, antivirus, and spyware software;
 - Separation of Duties;
 - Business Continuity Planning;

- Disaster Recovery Planning;
- Pandemic Recovery Planning

- 14) Company's physical security requires that employees use an encoded card-key to gain access to the facility as all doors are mechanically locked at all times. Employees can only enter or exit through a front door or back door, both of which are protected by security cameras. Inside the facility, secure areas in the office that contain checks or sensitive material are also protected by the electronic card-key badge access and limited to select employees. Security cameras monitor the areas that contain the sensitive material and audits are conducted periodically on the area. Access to the server room is strictly limited to only five individuals and protected by the encoded card-key badge access. Security cameras monitor the inside and outside of the secured area with audits being conducted periodically.
- 15) Company staff are required to maintain in compliance with the Information Security Policies, Compliance Manual, and Non-Disclosure Agreement. The matters covered in the Code of Business Conduct and Ethics are of the utmost importance to the Company and are essential to the Company's ability to conduct its business in accordance with its stated values. We expect all of our officers, directors, employees, agents, contractors and consultants to adhere to these rules in carrying out their duties for the Company. The Company will take appropriate action against any officer, director, employee, agents, contractor or consultant whose actions are found to violate these policies or any other policies of the Company. Disciplinary actions may include immediate termination of employment or business relationship at the Company's sole discretion. If the Company has suffered a loss, then it may pursue its remedies against the individuals or entities responsible. If laws have been violated, then the Company will fully cooperate with the appropriate authorities.

Definitions

- 1) **"Class Member Information"** means Class Member name, address, or other contact information and class member claim filing information necessary for Company to perform services required by applicable Agreements or Court Orders in context to the Administration of a Settlement or other Class Action litigation.
- 2) **"Client"** means collectively Plaintiff Counsel and Defense Counsel.
- 3) **"Client Data"** means proprietary or personal data regarding Client or any of its Class Members under the Settlement Agreement, as provided by Client.
- 4) **"Company"** means CPT Group, Inc. a reputable third-party Claims Administrator selected by all the Parties (Plaintiff and Defense Counsel) to administer the Settlement or Notification Mailing.
- 5) **"Sensitive Personal Information"** means any non-public information of CPT or Client disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects, or to which the other party may have access, which a reasonable person would consider confidential and/or which is marked "confidential" or "proprietary" or some similar designation by the disclosing party. Confidential Information shall not include any information which the recipient can establish: (i) was or has become generally known or available or is part of the public domain without direct or indirect fault, action, or omission of the recipient; (ii) was known by the recipient prior to the time of disclosure, according to the recipient's prior written documentation; (iii) was received by the recipient from a source other than the discloser, rightfully having possession of and the right to disclose such information; or (iv) was independently developed by the recipient, where such independent development has been documented by the recipient.

EXHIBIT 2



TRANSMISSION METHODS FOR SENSITIVE INFORMATION

CPT Group, Inc. ("CPT") maintains strict guidelines for the submission, transfer, and protection of Client Data and Wire Information.

A. CLIENT DATA TRANSMISSION METHODS

Counsel shall submit all Client Data to CPT as follows:

1. Link provided by CPT to secure FTP (sharefile) for transfer of data files.
2. All files uploaded should be password protected.
3. Password provided to CPT personnel telephonically.
4. Once files are uploaded to and retrieved, files are deleted (files set on autodelete after 7 days of upload).

Counsel agrees and acknowledges that the above method is the only method authorized by CPT to receive Client Data. Attempts to transmit Client Data by other means are customarily not accepted. In the event Counsel utilizes other means to transmit or attempt to transmit Client Data, CPT disclaims all responsibility for such transmissions or attempted transmissions.

B. BANK WIRE INFORMATION

Incoming from Defense Counsel to QSF.

CPT provides Qualified Settlement Fund bank account wire instructions to Defense Counsel as follows:

1. Wire instructions are printed in PDF format, are uploaded with password protection, and are made available to Defense Counsel via secure Sharefile.
2. CPT will call Defense Counsel directly and provide the password telephonically.
3. Defense Counsel is requested to then call CPT prior to wiring funds to confirm receipt of all applicable information.

Defense Counsel agrees and acknowledges that the above method is the only method authorized by CPT to communicate QSF wire instructions. CPT will decline attempts by Defense Counsel to receive such instructions by other means. In the event Defense Counsel utilizes other means to transmit or attempt to transmit wire instructions, CPT disclaims all responsibility and liability for such transmissions or attempted transmissions including without limitation for any unauthorized access, acquisition, destruction or loss of such wire instructions.

Outgoing from QSF to Plaintiff Counsel.

1. CPT does not send passwords via email either internally or externally.
2. For wire instructions for Plaintiff Counsel, such instructions should be communicated to CPT either by phone or by secure Sharefile.
3. CPT will confirm wire information on file with the bank name and last four digits of the account number only.

Plaintiff Counsel agrees and acknowledges that the above method is the only method authorized by CPT to communicate wire instructions. CPT will decline attempts by Plaintiff Counsel to receive such instructions by other means. In the event Plaintiff Counsel utilizes other means to transmit or attempt to transmit wire instructions, CPT disclaims all responsibility and liability for such transmissions or attempted transmissions including without limitation for any unauthorized access, acquisition, destruction or loss of such wire instructions.

EXHIBIT 3



Class Action Administrators

The Industry's Premier
Class Action Administrator



CPT Group is the Nation's premier Class Action Claims Administrator handling a broad spectrum of cases with value-added, single-source expertise, and premier service.

Putting CPT Group in place as your Administrator influences every element of the process thereafter. Rely on us to analyze, plan, and administrate with integrity, drawing from a broad base of administration experience with class action settlement and beyond.

Value Added Philosophy

CPT Group's cadre of experts understands how each piece of the administrative puzzle fits seamlessly into the big picture. Dynamic, capable, and service-centric our elite staff delivers peak productivity and value. The longevity of our Administrators, stringently tested Case Managers, and trusted Consultants merge to assure neutrality, attention to detail and quality for "true-number" proposals and no costly surprises.

Best In Class Service

From informed Case Managers who are your single point of contact, to secure in-house resources, we work as one to bring you superior service you can rely on. Count on us to be fully up to date, aware of all contingencies, and espond with speed and accuracy.

Capabilities

Selecting CPT Group is the first step in determining the outcome of your settlement. Multifaceted capabilities, the distinct advantage of experience, particularly in cross category settlements, require that all pieces are organized, positioned correctly and put into place.

One team. One purpose. We put you first.

Proprietary Technology and Superior Workflow

Without doubt, the security of settlement information is of the utmost importance.

AdminLink: Internal Case Information Access Management

Exclusive proprietary technology offers access to real time reports, response rates and more, 24/7. With AdminLink, our operations staff can access current case information in one single location, ensuring every CPT staff member involved in your case is up to date and has all the information they need at their fingertips.

Comprehensive Marketing

Our onsite print/mail house and web development team not only affords you greater value and tighter security, we assure full legal compliance in all materials and up to date information for all class members, thereby reducing demands on client time and resources.

Comprehensive Service

Pre-Settlement Consulting

Entrusting class action administration to CPT Group is the first step in the confident achievement of the goals of the lawsuit. Our full spectrum consultation services address every critical area of need, providing clear and actionable planning combined with cost-effective administration.

- Preliminary Approval Declarations
- Settlement Agreement Consultation
- Timelines
- Scheduling
- Statistical Reporting
- Notice Campaign Planning
- Neutral Third Party Administrator

Legal Notification

CPT Group is adept at third-party data hosting and communication services using proprietary technology across multiple platforms, including print, media and online. Clear-language

documents, translated according to class member needs, support and guide members through a seamless case rollout, regardless of scope or complexity.

- Pre-Certification/Belaire West/Privacy Mailing
- Class Certification Noticing
- Settlement Notification
- Formatting Legal Notices
- Electronic Notification email/website
- Translation Services
- In-House Production
- Expert Legal Noticing Campaigns
- In-House Translation Services

Data Management

Quality, accuracy, speed and security are the cornerstones of CPT's proprietary technology and data management systems. We developed our specialized data management, analysis and reporting tools to move the skillset up, innovate new and better solutions and create a superior workflow with complete and timely accountability and efficiency.

- Data Analysis
- Data Entry
- Data Management
- Secure Data Transfer
- Data Reporting

Class Member Assistance

Customer response and targeted outreach receive multilevel attention. We have a massive capacity to handle this all-important aspect of settlement administration. Our multilingual call center offers class members 1:1 responsiveness. Interactive Voice Response assures that class members receive the assistance and support they require. Our proprietary, case-specific call tracking system uses dedicated toll-free numbers, and highly trained



representatives to document and maintain an accurate class member history of interaction.

- Live Call Center Support (multilingual)
- Interactive Voice Response (IVR) capabilities
- Proprietary Call Tracking System

Claims Administration

At the heart of CPT's administrative capabilities is our ability to process claims accurately, efficiently and in full compliance. Our skilled approach to using technology and controlling management costs is the bedrock of our effectiveness. Regardless of class size or case intricacy, we address all aspects of administration to provide comprehensive and complete solutions.

- In-House Secure Data Processing
- Track & Process Undeliverable Mail
- Claims Processing (mail/online)
- Host & Maintain Case Websites
- Secure Claims Validation

Settlement Fund Administration

CPT's centralized fund distribution process manages fully audited and securely supervised accounts, handling all aspects of Federal and State tax filings and forms printing and distribution to all recipients.

- Secure Disbursement Processing

- Qualified Settlement Fund (QSF) Management (establish/maintain)
- Federal and Multi-State Tax Reporting (W2/1099)
- Physical Checks, ACH, eCheck, Merchant eGift Cards, Merchant Physical Gift Cards, and Prepaid Debit Cards Options
- Escheatment of Unclaimed Settlement Funds
- Cy Pres Distribution

Widespread Experience

- | | |
|----------------------------|-----------------------|
| • FLSA | • Government Services |
| • Wage & Hour | • Insurance |
| • Labor & Employment | • Securities |
| • PAGA | • Finance |
| • Consumer | • Antitrust |
| • Product Liability | • ERISA |
| • Data Breach Notification | |

Contact Us 800.542.0900

CPT Group, Inc. is not just part of the solution. It is the solution. Please allow us to answer your questions and discuss your immediate and future needs.

EXHIBIT 4



What our clients have to say about CPT Group, Inc.

"I have worked with CPT for 10+ years. CPT is detail-oriented, excellent at meeting deadlines, anticipates potential issues while proposing resolutions, mindful of sensitive private information and safeguards it accordingly, reliable and communicates proactively. CPT is priced competitively for service that surpasses its competition. I have worked with numerous service providers; CPT is by far the best."

Anthony Orshansky, Esq., CounselOne, P.C.

"CPT has extraordinary customer service. They always go above and beyond to resolve any questions we may have. Their responses to our emails are always prompt and are incredibly helpful with last minute needs. Their weekly reports are incredibly useful!"

Craig Ackermann, Esq., Ackermann & Tilajef, P.C.

"I have successfully worked with CPT in administering several multi-million settlements and several Bel-Air privacy notices. CPT was cost-conscious in each instance, often capping their costs to ensure Court approval. Moreover, they quickly respond to inquiries, and expeditiously address problems that surface — maintaining a professional demeanor at all times."

Raul Perez, Esq., Capstone Law, APC.

"I have utilized the services of CPT over the past five or six years to handle all aspects of wage and hour class actions of various sizes. They consistently deliver on time with extremely competitive pricing. The case managers are reliable, efficient and accessible to handle any issue that comes up. I am so pleased with CPT's handling of wage and hour matters that I am now turning to them to administer our consumer class actions as well."

Marcus J. Bradley, Esq., Bradley & Grombacher, LLP.

"CPT's employees pay great attention to detail, are extremely hard-working, are particularly conscious of deadlines, foresee potential issues that may arise and address them proactively, are smart, high-IQ individuals and are easy to work with. I've worked with many of the "best" Class Action Administration firms, and CPT is the best!"

Zach Dostart, Esq., Dostart Hannink & Coveney, LLP.

"CPT Group is by far my preferred Settlement Administrator!"

Tim Johnson, Esq., Ogletree Deakins Nash Smoak & Stewart

"CPT is always quick to respond to any calls or emails and work on the tasks needed. They follow up and always keep their word on pricing. We have used CPT many times and never once have had an unpleasant experience. That is hard to find with any vendor."

Doug Johnson, Esq., Johnson & Johnson

"CPT understands Class Actions and the requirements for properly noticing the Class. They have experience project manager overseeing the Administration."

Diana Khoury, Esq., Cohelan Khoury & Singer

"I am extremely happy with all that you have done with the administration of this matter. Excellent service, from start to finish, as to all matters and you stayed within budget! You don't know how happy that makes me. CPT is our #1 admin company. Please feel free to use me as a reference."

Denise M. Caprioli, Esq., McMillion & Hirtensteiner

"I routinely go back to CPT for class action services because they have proven over and over that they provide excellent service for a great value. When I hire CPT, I know that I can get instant, personal attention on any issue that comes up, and that my matter will be handled with the attention to detail that I expect. I like being able to call and reach people I trust."

Jeff Ames, Esq., Paul Plevin Sullivan & Connaughton

"I have used CPT successfully over the last four or five years on a variety of wage hour class action cases. I find them to be very professional class action administrators in their on-time delivery of work product, their great process of keeping counsel updated and their reasonable pricing. I will use them again."

Robert Yonowitz, Esq., Fisher & Phillips LLP

"Fast, friendly responses to all my questions. High quality work."

Patrick Stark, Esq., Ford, Walker, Haggerty, & Behar

"CPT can handle all aspects of our wage and hour class actions, from privacy opt out notices to administering claims. CPT handles these matters quickly and efficiently and always on budget."

Derek S. Sachs, Esq., Lewis Brisbois Bisgaard & Smith LLP

"It's one thing to retain a third-party administrator. It's another to retain professionals who communicate well and will go the extra mile to ensure that all parties are completely satisfied."

Joel P. Kelly, Esq., Jackson Lewis

"CPT is great, they have tremendous service, knowledgeable staff and make the experience seamless and efficient. I would recommend them for jobs big or small."

Eric B. Kingsley, Esq., Kingsley & Kingsley

"CPT is as professional as they come. Their team really goes the extra mile to work with you and your team. Do yourself a favor and get to know the CPT Group."

Brian S. Kabateck, Esq., Kabateck Brown Kellner, LLP

"On behalf of the defendants, we were extremely pleased with the service that CPT Group provided and would not hesitate using your services again."

Philip L. Ross, Esq., Littler Mendelson, P.C.

"I truly appreciate your patience and assistance on this. I will certainly recommend you and your company in the future when "class action administration" services are needed...it seems the administration part of the case has been handled with minimal headaches for me personally."

Rhonda Wolf, Esq. General Counsel, United Oil Company

"I have used CPT Group as a wage and hour class action administrator in several cases. On each occasion, CPT has been thorough, responsive, and efficient. I have enjoyed working with CPT and look forward to working with CPT in the future."

Howard Z. Rosen, Esq., Posner & Rosen LLP

"The administration of a class action settlement—even an uncomplicated one—involves a lot of moving parts, and there are a lot of companies that proclaim expertise in this field. But my "go to" claims/settlement administrator is CPT Group because they manage things seamlessly—which is something my Firm counts on. CPT anticipates and solves problems before they become big "issues." And they are all good people too."

Dylan Pollard, Esq., Pollard & Bailey



EXHIBIT B



Class Action Administrators

www.cptgroup.com

Contact Name: Nick Day

Alan Rock

Corporate Headquarters

50 Corporate Park, Irvine CA 92606

Nick@cptgroup.com

Direct Number: (213) 800-2697

Corporate Office: (800) 542-0900

Fax Number: (949) 428-1023

Case Name: Townsend v Ro-al, Inc.

Date: August 3, 2021

All-In Settlement

Requesting Attorney: David R. Greifinger

* Class Members: 323

Plaintiff or Defense: Plaintiff

** Opt-Out Rate: 1.5%

Firm Name: Law Ofc. of David R. Greifinger

Opt-Outs Received: 5

Telephone: (424) 330-0193

Postage Total: \$444.27

Email:

Grand Total: \$14,915.17

***** DISCOUNTED FLAT FEE: \$13,000.00**

* This number is an estimate provided by counsel. If the actual number is different, our cost estimate will change accordingly.

** For ease of comparison, in the event competing estimates use an alternate filing rate to calculate estimated cost, please advise us so that we may modify the estimate accordingly.

*** This price is valid for administration of a maximum of 5 opt-out's filed. Any additional opt-out's filed above 5 will be billed at the rate of \$8.00 per member.

Case Setup

Case Setup / Data Management / Create a Unified Mailing List / TFN Establish & Setup / Static Website / Spanish Translation

Administrative Tasks:	Unit Price	Pieces/Hours	Cost Estimate
Project Manager	\$95.00	3	\$285.00
System Programming/Data Base Setup	\$150.00	3	\$450.00
Toll-Free Number Establish/Setup*	\$150.00	2	\$300.00
Static Website	\$500.00	1	\$500.00
Spanish Translation	\$1,200.00	1	\$1,200.00
Total			\$2,735.00

* Up to 120 days after disbursement

Notification Procedures

National Change of Address (NCOA) / Notice & Opt-Out Form in English & Spanish / Postage (up to 2 oz.)

Administrative Tasks:	Unit Price	Pieces/Hours	Cost Estimate
NCOA	\$150.00	1	\$150.00
Project Manager-Opt-Out/Notice Format	\$95.00	2	\$190.00
Merged Data	\$0.50	323	\$161.50
Mailing of Notice Pack	\$1.50	323	\$484.50
Estimated Postage (up to 2 oz.)*	\$0.71	323	\$229.33
Total			\$1,215.33

*Additional charges will apply if the postage exceeds 2 oz. The final rate will be determined at the time of mailing.

Returned Mail

Notices Returned as Undeliverable / Skip Traces / Remail Notice Packets / Postage

Administrative Tasks:	Unit Price	Pieces/Hours	Cost Estimate
Update Undeliverable	\$0.50	32	\$16.00
Skip Traces	\$1.25	28	\$35.00
Remail Packs	\$2.00	24	\$48.00
Estimated Postage (up to 2 oz.)	\$0.71	24	\$17.04
Clerical Staff	\$60.00	1	\$60.00
Total			\$176.04

Opt-Out Processing

Process Opt-Outs, Deficiencies & Other Requests from Class Members / Call Center Support

Administrative Tasks:	Unit Price	Pieces/Hours	Cost Estimate
Programming of Opt-Out Data Base	\$150.00	4	\$600.00
Opt-Out Processing	\$10.00	5	\$50.00
Clerical Staff	\$60.00	1	\$60.00
Deficiency/Dispute Letters	\$20.00	1	\$20.00
Estimated Postage (up to 1 oz.)	\$0.51	1	\$0.51
Project Manager	\$95.00	1	\$95.00
Call Center Support	\$3.00	65	\$195.00
Total			\$1,020.51

SSN Verification

Verify SSN for Validity with IRS / IRS Backup Withholdings

Administrative Tasks:	Unit Price	Pieces/Hours	Cost Estimate
Programming for SSN Selection	\$150.00	1	\$150.00
Project Manager	\$95.00	3	\$285.00
SSN Verification	\$0.20	318	\$63.60
Total			\$498.60

Disbursement

Calculations / Data Management / Create & Manage QSF / Print & Mail Checks, 1099/W-2

Administrative Tasks:	Unit Price	Pieces/Hours	Cost Estimate
Programming Database-Calculate Totals	\$150.00	3	\$450.00
Project Supervisor Review of Distribution	\$150.00	3	\$450.00
Project Manager-Correspond w/ Attorney	\$95.00	2	\$190.00
Obtain EIN, Setup QSF/Bank Account	\$150.00	3	\$450.00
Programming/Setup & Printing of Checks	\$150.00	3	\$450.00
Print Mail Checks, W-2/1099 (8x10 sheet)	\$2.50	318	\$795.00
Estimated Postage (up to 1 oz.)	\$0.51	318	\$162.18
Total			\$2,947.18

Post-Disbursement & Tax Reporting

Account Recons / Skip Trace / Reissue Checks / Annual Tax Reporting / Final Reporting & Declaration

Administrative Tasks:	Unit Price	Pieces/Hours	Cost Estimate
Re-Issue Checks as Required	\$5.00	4	\$20.00
Project Supervisor -Account Recons	\$150.00	6	\$900.00
Skip Trace	\$1.25	25	\$31.25
Remail Undeliverable Checks	\$2.50	25	\$62.50
Estimated Postage (up to 1 oz.)	\$0.51	29	\$14.79
Project Supervisor-Reconcile Uncashed Chk	\$150.00	1	\$150.00
Programming- Final Reports	\$150.00	2	\$300.00
Project Manager - Acnt Files Sent to Atty	\$150.00	2	\$300.00
Project Supervisor - Final Declaration	\$150.00	2	\$300.00
CA Tax Preparation*	\$600.00	1	\$600.00
Annual Tax Reporting to IRS*	\$1,000.00	1	\$1,000.00
QSF Annual Tax Reporting	\$500.00	1	\$500.00
Total			\$4,178.54

*CPT will file Federal and California taxes in accordance to current state and federal regulations. Additional charges will apply if the Settlement / Order / parties require(s) multiple state tax filings.

Escheat Processing

Escheatment Processing to the State Controller Unclaimed Property Division / Uncashed Check Rate 21%

Administrative Tasks:	Unit Price	Pieces/Hours	Cost Estimate
UPEnterprise Reporting Services	\$0.15	67	\$10.05
Project Manager - Fall Reporting	\$95.00	2	\$190.00
Project Supervisor-Fall Reporting	\$150.00	1	\$150.00
Certified Mail Report to SCO	\$8.50	1	\$8.50
Check Reissues - Winter/Spring QTR	\$5.00	7	\$33.50
Estimated Postage (up to 1 oz.) for Reissue	\$0.51	7	\$3.42
Project Manager - June Remittance	\$95.00	2	\$190.00
Project Supervisor- June Remittance	\$150.00	1	\$150.00
Certified Mail Report to SCO	\$8.50	1	\$8.50
Add'l Account Recons	\$150.00	6	\$900.00
Add'l QSF Annual Tax Reporting	\$500.00	1	\$500.00
		Total	\$2,143.97
Grand Total:			\$14,915.17

TERMS AND CONDITIONS

These Terms and Conditions are made a part of and incorporated by reference into the CPT Group, Inc. Terms and Conditions Agreement by and between Client and CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606 ("CPT").

1. Definitions.

- a) **"Affiliate"** means a party that partially (at least 50%) or fully controls, is partially or fully controlled by, or is under partial (at least 50%) or full common control with, another party.
- b) **"Approved Bank"** means a financial institution insured by the Federal Deposit Insurance Corporation with capital exceeding \$1 billion.
- c) **"Case"** means the particular judicial matter identified by the name of plaintiff(s) and defendant(s) on the applicable Order.
- d) **"Claims Administrator"** means CPT Group, Inc. a reputable third-party Claims Administrator selected by all the Parties (Plaintiff and Defense Counsel) to administer the Settlement or Notification Mailing.
- e) **"Client"** means collectively Plaintiff Counsel and Defense Counsel.
- f) **"Client Content"** means all Class Member written document communications relating to the Case, including claim forms, opt-out forms, objections, and the like which contain Client Data.
- g) **"Client Data"** means proprietary or personal data regarding Client or any of its Class Members under this Agreement, as provided by Client.
- h) **"Class Member"** means an individual who is eligible under the Settlement Agreement to receive a designated amount of the Settlement, including the named Plaintiff(s) in the Case and all other putative persons so designated or addressed therein.
- i) **"Confidential Information"** means any non-public information of CPT or Client disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects, or to which the other party may have access, which a reasonable person would consider confidential and/or which is marked "confidential" or "proprietary" or some similar designation by the disclosing party. Confidential Information shall also include the terms of this Agreement, except where this Agreement specifically provides for disclosure of certain items. Confidential Information shall not, however, include the existence of the Agreement or any information which the recipient can establish: (i) was or has become generally known or available or is part of the public domain without direct or indirect fault, action, or omission of the recipient; (ii) was known by the recipient prior to the time of disclosure, according to the recipient's prior written documentation; (iii) was received by the recipient from a source other than the discloser, rightfully having possession of and the right to disclose such information; or (iv) was independently developed by the recipient, where such independent development has been documented by the recipient.
- j) **"Court Order"** means a legal command or direction issued by a court, judicial office, or applicable administrative body requiring one or more parties to the Case to carry out a legal obligation pursuant to the Case.
- k) **"Defendant"** means the named party and/or parties in the Case against whom action is brought.
- l) **"Defense Counsel"** means the attorney of record for the defendant(s) in the Case.
- m) **"Intellectual Property Right"** means any patent, copyright, trade or service mark, trade dress, trade name, database right, goodwill, logo, trade secret right, or any other intellectual property right or proprietary information right, in each case whether registered or unregistered, and whether arising in any jurisdiction, including without limitation all rights of registrations, applications, and renewals thereof and causes of action for infringement or misappropriation related to any of the foregoing.
- n) **"Order"** means a Product purchase in a schedule, statement of work, addendum, exhibit, or amendment signed by Client and CPT.
- o) **"Parties"** shall mean collectively Defendants, Defense and Plaintiff as defined in the Settlement Agreement or Court Order.
- p) **"Plaintiff"** means the named party and/or parties in the Case who are bringing the action.
- q) **"Plaintiff Counsel"** means the attorney of record for plaintiff Class Members in the Case.
- r) **"Products"** means any and all CPT Services, and work product resulting from Services.
- s) **"Qualified Settlement Fund"** means the entity as defined by Treasury Regulation section 4686-1 under which a bank account is established to receive settlement funds from the Defendant in the Case, which such funds

are then disbursed by CPT according to the Settlement Agreement and pursuant to Court Order.

- t) **"Service"** means any service rendered by CPT specifically to Client, including, but not limited to: (i) notifications to Class Members; (ii) setting up a Qualified Settlement Fund with a financial institution; (iii) management of disbursement of funds from the Qualified Settlement Fund to applicable parties pursuant to the Settlement Agreement; (iv) provision of customer support relating to the Case; (v) management of Case claim forms and correspondence; and/or (vi) any administrative or consulting service.
- u) **"Software"** means any and all of CPT's proprietary applications, including, without limitation, all updates, revisions, bug-fixes, upgrades, and enhancements thereto.
- v) **"Settlement"** means the total dollar amount agreed to between parties to the Case, as negotiated by Plaintiff Counsel and Defense Counsel, to resolve the Case to mutual satisfaction.
- w) **"Settlement Agreement"** means the contract between parties to the Case to resolve the same, which specifies amounts to be disbursed from the Qualified Settlement Fund to attorneys, CPT, and individual Class Members.
- x) **"Term"** means the term of the Agreement, as set forth in the Order.
- y) **"Transmission Methods"** means the secure authorized manner to send Client Data and/or Wire Information as specified on a schedule or Order hereto.
- z) **"Wire Information"** means instructions for (i) Defense Counsel to transfer funds from Defendant to the Qualified Settlement Fund or (ii) CPT to transfer funds from the Qualified Settlement Fund to applicable parties pursuant to the Settlement Agreement.

- 2. **Client Obligations.** Client will ensure that it has obtained all necessary consents and approvals for CPT to access Client Data for the purposes permitted under this Agreement, and shall only transmit Client Data and/or Wire Instructions to CPT via the Transmission Methods. Client shall use and maintain appropriate administrative, technical, and physical safeguards designed to protect Client Data provided under this Agreement. Client shall not send, or attempt to send, Client Data and/or Wire Instructions via email, facsimile, unprotected spreadsheet, USB flash drive or other external or removable storage device, cloud storage provider, or any other method not specified in the Transmission Methods. Notwithstanding the foregoing, Client acknowledges and understands that the electronic transmission of information cannot be guaranteed to be secure or error free, and such information could be intercepted, corrupted, lost, and/or destroyed. Client further warrants that any Client Data and/or Wire Instructions it transmits shall be free of viruses, worms, Trojan horses, or other harmful or disabling codes which could adversely affect the Client Data and/or CPT. If Client is in breach of this section, CPT may suspend Services, in addition to any other rights and remedies CPT may have at law or in equity.

- 3. **Security.** The Parties and CPT shall each use reasonable administrative, technical, and physical safeguards that are reasonably designed to: (a) protect the security and confidentiality of any personally identifiable information provided by Class Members and/or Client under this Agreement; (b) protect against any anticipated threats or hazards to the security or integrity of such personally identifiable information; (c) protect against unauthorized access to or use of such personally identifiable information that could result in substantial harm or inconvenience to any individual; and (d) protect against unauthorized access to or use of such personally identifiable information in connection with its disposal. Each Party will respond promptly to remedy any known security breach involving the personally identifiable information provided by you and/or Client under this Agreement, and shall promptly inform the other Parties of such breaches.

- 4. **CPT Obligations.** Provided that Client complies with all provisions of Section "Client Obligations", CPT will (i) maintain appropriate safeguards for the protection of Client Data, including regular back-ups, security and incident response protocols, and (ii) not access or disclose Client Data except (A) as compelled by law, (B) to prevent or address service or technical issues, (C) in accordance with this Agreement or the provisions of the Settlement Agreement, or (D) if otherwise permitted by Client.

5. Mutual Obligations.

- a) **Resources.** Each party agrees to: (i) provide the resources reasonably necessary to enable the performance of the Services; (ii) manage its project staffing, milestones, and attendance at status meetings; and (iii) ensure completion of its project deliverables and active participation during all phases of a Service project. The parties acknowledge that failure to cooperate during a Service project may delay delivery of the Service. If there

is a delay, the party experiencing the delay will notify the other party as soon as reasonably practicable, and representatives of each party will meet to discuss the reason for the delay and applicable consequences. Changes beyond the scope of an Order and/or a party's delay in performing its obligations may require an amended Order.

- b) Incident Notification. Each party will promptly inform the other parties in the event of a breach of Client Data in their possession and shall utilize best efforts to assist the other parties to mitigate the effects of such incident.
6. Qualified Settlement Fund Account. At Client's request, CPT shall be authorized to establish one or more bank accounts at an Approved Bank. The amounts held at the Approved Bank under this Agreement are at the sole risk of Client. Without limiting the generality of the foregoing, CPT shall have no responsibility or liability for any diminution of the funds that may result from the deposit thereof at the Approved Bank, including deposit losses, credit losses, or other claims made against the Approved Bank. It is acknowledged and agreed that CPT has acted reasonably and prudently in depositing funds at an Approved Bank, and CPT is not required to conduct diligence or make any further inquiries regarding such Approved Bank.
7. Fees and Payment. Pricing stated within the proposal is good for 90 Days. All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the Client data and /or notice documents. Client will be invoiced for any remaining fees according to the applicable Order. Pricing stated within any proposal from CPT to Client is for illustrative purposes only, and is only binding upon an Order executed by CPT and Client. Payment of fees will be due within 30 days after the date of the invoice, except where this Agreement expressly prescribes other payment dates. All fees set forth in an Order are in U.S. dollars, must be paid in U.S. dollars, and are exclusive of taxes and applicable transaction processing fees. Late payments hereunder will incur a late charge of 1.5% (or the highest rate allowable by law, whichever is lower) per month on the outstanding balance from the date due until the date of actual payment. In addition, Services are subject to suspension for failure to timely remit payment therefor. If travel is required to effect Services, Client shall reimburse CPT for pre-approved, reasonable expenses arising from and/or relating to such travel, including, but not limited to, airfare, lodging, meals, and ground transportation.
8. Term and Termination.
- a) Term. The Term is set forth in the Order. The Agreement may be renewed by mutual written agreement of the parties.
- b) Termination for Cause. Either party may immediately terminate this Agreement if the other party materially breaches its obligations hereunder, and, where capable of remedy, such breach has not been materially cured within forty-five (45) days of the breaching party's receipt of written notice describing the breach in reasonable detail.
- c) Bankruptcy Events. A party may immediately terminate this Agreement if the other party: (i) has a receiver appointed over it or over any part of its undertakings or assets; (ii) passes a resolution for winding up (other than for a bona fide scheme of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect and such order is not discharged or stayed within ninety (90) days; or (iii) makes a general assignment for the benefit of its creditors.
- d) Effect of Termination. Immediately following termination of this Agreement, upon Client's written request, Client may retrieve Client Data via Client's secure FTP site in the same format in which the Client Data was originally inputted into the Software, at no additional charge. Alternatively, Client Data can be returned in a mutually agreed format at a scope and price to be agreed. CPT will maintain a copy of Client Data and Client Content for no more than four (4) years following the date of the final check cashing deadline for Class Members under the Settlement Agreement, after which time any Client Data and Client Content not retrieved will be destroyed.
- e) Final Payment. If Client terminates this Agreement due to Section "Termination", Client shall pay CPT all fees owed through the termination date. If CPT terminates the Agreement in accordance with Section "Termination," Client shall pay CPT all fees invoiced through the termination date, plus all fees remaining to be invoiced during the Term, less any costs CPT would have incurred had the Agreement not been terminated.

Confidentiality. Each of the parties agrees: (i) not to disclose any Confidential Information to any third parties except as mandated by law and except to those subcontractors of CPT providing Products hereunder who agree to be bound by confidentiality obligations no less stringent than those set forth in this Agreement; (ii) not to use any Confidential Information for any purposes except carrying out such party's rights and responsibilities under this Agreement; and (iii) to keep the Confidential Information confidential using the same degree of care such party uses to protect its own confidential information; provided, however, that such party shall use at least reasonable care. These obligations shall survive termination of this Agreement.

- a. Compelled Disclosure. If receiving party is compelled to disclose any Confidential Information by judicial or administrative process or by other requirements of law, such party shall (i) promptly notify the

other party, (ii) reasonably cooperate with the other party in such party's efforts to prevent or limit such compelled disclosure and/or obtain confidential treatment of the items requested to be disclosed, and (iii) shall disclose only that portion of such information which each party is advised by its counsel in writing is legally required to be disclosed.

- b. Remedies. If either party breaches any of its obligations with respect to confidentiality or the unauthorized use of Confidential Information hereunder, the other party shall be entitled to seek equitable relief to protect its interest therein, including but not limited to, injunctive relief, as well as money damages.
10. Intellectual Property. As between the parties, CPT will and does retain all right, title and interest (including, without limitation, all Intellectual Property Rights) in and to the Products. Client retains all ownership rights to Client Data.
11. Indemnification. Client agrees to indemnify, defend, and hold harmless CPT, its Affiliates, and the respective officer, directors, consultants, employees, and agents of each (collectively, Covered CPT Parties") from and against any and all third party claims and causes of action, as well as related losses, liabilities, judgments, awards, settlements, damages, expenses and costs (including reasonable attorney's fees and related court costs and expenses) (collectively, "Damages") incurred or suffered by CPT which directly relate to or directly arise out of (i) Client's breach of this Agreement; (ii) CPT's performance of Services hereunder; (iii) the processing and/or handling of any payment by CPT; (iv) any content, instructions, information or Client Data provided by Client to CPT in connection with the Services provided by CPT hereunder. The foregoing provisions of this section shall not apply to the extent the Damages relate to or arise out of CPT's willful misconduct. To obtain indemnification, indemnitee shall: (i) give written notice of any claim promptly to indemnitor; (ii) give indemnitor, at indemnitor's option, sole control of the defense and settlement of such claim, provided that indemnitor may not, without the prior consent of indemnitee (not to be unreasonably withheld), settle any claim unless it unconditionally releases indemnitee of all liability; (iii) provide to indemnitor all available information and assistance; and (iv) not take any action that might compromise or settle such claim.
12. Warranties. Each party represents and warrants to the other party that, as of the date hereof: (i) it has full power and authority to execute and deliver the Agreement; (ii) the Agreement has been duly authorized and executed by an appropriate employee of such party; (iii) the Agreement is a legally valid and binding obligation of such party; and (iv) its execution, delivery and/or performance of the Agreement does not conflict with any agreement, understanding or document to which it is a party. CPT WARRANTS THAT ANY AND ALL SERVICES PROVIDED BY IT HEREUNDER SHALL BE PERFORMED IN A PROFESSIONAL MANNER CONSISTENT WITH PREVAILING INDUSTRY STANDARDS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, CPT DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.
13. Liability.
- a. Liability Cap. EXCEPT FOR A PARTY'S WILLFUL MISCONDUCT, EACH PARTY'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY, WILL BE LIMITED TO THE TOTAL CLAIMS ADMINISTRATOR FEES PAID OR PAYABLE BY CLIENT TO CPT HEREUNDER. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT EXPAND SUCH LIMIT. THE PARTIES ACKNOWLEDGE THAT THE FEES AGREED UPON BETWEEN CLIENT AND CPT ARE BASED IN PART ON THESE LIMITATIONS, AND THAT THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ANY ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE FOREGOING LIMITATION SHALL NOT APPLY TO A PARTY'S PAYMENT OBLIGATIONS UNDER THE AGREEMENT.
- b. Exclusion of Consequential Damages. NEITHER PARTY WILL BE LIABLE FOR LOST PROFITS, LOST REVENUE, LOST BUSINESS OPPORTUNITIES, LOSS OF DATA, INTERRUPTION OF BUSINESS, OR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
14. Communications. CPT may list Client's name and logo alongside CPT's other clients on the CPT website and in marketing materials, unless and until Client revokes such permission. CPT may also list the Case name and/or number, and certain Qualified Settlement Fund information, on the CPT website and in marketing materials, unless stated otherwise in the Settlement Agreement.
15. Miscellaneous Provisions.
- a. Governing Law; Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of California and

the federal laws of the United States of America, without regard to conflict of law principles. CPT and Client agree that any suit, action or proceeding arising out of, or with respect to, this Agreement or any judgment entered by any court in respect thereof shall be brought exclusively in the state or federal courts of the State of California located in the County of Orange, and each of CPT and Client hereby irrevocably accepts the exclusive personal jurisdiction and venue of those courts for the purpose of any suit, action or proceeding.

- b. Force Majeure. Neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including without limitation acts of war, acts of God, earthquake, flood, weather conditions, embargo, riot, epidemic, acts of terrorism, acts or omissions of vendors or suppliers, equipment failures, sabotage, labor shortage or dispute, governmental act, failure of the Internet or other acts beyond such party's reasonable control, provided that the delayed party: (i) gives the other party prompt notice of such cause; and (ii) uses reasonable commercial efforts to correct promptly such failure or delay in performance.
- c. Counterparts. This Agreement may be executed in any number of counterparts and electronically, each of which shall be an original but all of which together shall constitute one and the same instrument.
- d. Entire Agreement. This Agreement contains the entire understanding of the parties in respect of its subject matter and supersedes all prior agreements and understandings (oral or written) between the parties with respect to such subject matter. The schedules and exhibits hereto constitute a part hereof as though set forth in full herein.
- e. Modifications. Any modification, amendment, or addendum to this Agreement must be in writing and signed by both parties.
- f. Assignment. Neither party may assign this Agreement or any of its rights, obligations, or benefits hereunder, by operation of law or otherwise, without the other party's prior written consent; provided, however, either party, without the consent of the other party, may assign this Agreement to an Affiliate or to a successor (whether direct or indirect, by operation of law, and/or by way of purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of such party, where the responsibilities or obligations of the other party are not increased by such assignment and the rights and remedies available to the other party are not adversely affected by such assignment. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and permitted assigns.
- g. No Third Party Beneficiaries. The representations, warranties and other terms contained herein are for the sole benefit of the parties hereto and their respective successors and permitted assigns, and shall not be construed as conferring any rights on any other persons.
- h. Statistical Data. Without limiting the confidentiality rights and Intellectual Property Rights protections set forth in this Agreement, CPT has the perpetual right to use aggregated, anonymized, and statistical data ("Statistical Data") derived from the operation of the Software, and nothing herein shall be construed as prohibiting CPT

from utilizing the Statistical Data for business and/or operating purposes, provided that CPT does not share with any third party Statistical Data which reveals the identity of Client, Client's Class Members, or Client's Confidential Information.

- i. Export Controls. Client understands that the use of CPT's Products is subject to U.S. export controls and trade and economic sanctions laws and agrees to comply with all such applicable laws and regulations, including the Export Administration Regulations maintained by the U.S. Department of Commerce, and the trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control.
- j. Severability. If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be contrary to law, such provision shall be changed by the court or by the arbitrator and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions of this Agreement shall remain in full force and effect.
- k. Notices. Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by electronic delivery, or mailed by registered or certified mail, return receipt requested and postage prepaid to the address for the other party first written above or at such other address as may hereafter be furnished in writing by either party hereto to the other party. Such notice will be deemed to have been given as of the date it is delivered, if by personal delivery; the next business day, if deposited with an overnight courier; upon receipt of confirmation of electronic delivery (if followed up by such registered or certified mail); and five days after being so mailed.
- l. Independent Contractors. Client and CPT are independent contractors, and nothing in this Agreement shall create any partnership, joint venture, agency, franchise, sales representative or employment relationship between Client and CPT. Each party understands that it does not have authority to make or accept any offers or make any representations on behalf of the other. Neither party may make any statement that would contradict anything in this section.
- m. Subcontractors. CPT shall notify Client of its use of any subcontractors to perform Client-specific Services. CPT shall be responsible for its subcontractors' performance of Services under this Agreement.
- n. Headings. The headings of the sections of this Agreement are for convenience only, do not form a part hereof, and in no way limit, define, describe, modify, interpret or construe its meaning, scope or intent.
- o. Waiver. No failure or delay on the part of either party in exercising any right, power or remedy under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise or the exercise of any other right, power or remedy.
- p. Survival. Sections of the Agreement intended by their nature and content to survive termination of the Agreement shall so survive.

1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

3 I am employed in the State of California, County of Los Angeles. I am over the age of 18
4 and not a party to the within lawsuit; my business address is 15515 W. Sunset Boulevard,
Unit 214, Pacific Palisades, CA 90272.

5 On **September 30, 2021**, I served the foregoing document described as
6 **DECLARATION OF DAVID R. GREIFINGER IN SUPPORT OF PLAINTIFFS'**
7 **MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA**
8 **SETTLEMENT** on the interested parties in this action by placing [X] a true copy thereof
on:

9 William J. Beverly
10 LAW OFFICES OF WILLIAM J.
11 BEVERLY
3424 Carson Street, Suite 400
Torrance, CA 90503-5721
BeverlyLaw@Frontier.com

- 12
- 13 [] (BY MAIL): as follows: I deposited the envelopes for mailing in the ordinary course
14 of business at Los Angeles County, California. I am "readily familiar" with this
15 firm's practice of collection and processing correspondence for mailing. Under that
practice, the sealed envelopes are deposited with the U.S. Postal Service that same
day in the ordinary course of business, with postage thereon fully prepaid at Los
Angeles County, California.
- 16 [] BY E-MAIL: I hereby certify that this document was served from Los Angeles
County, California, by e-mail delivery on the parties listed herein at their most recent
known e-mail address or e-mail of record in this action.
- 17 [X] (BY CASE ANYWHERE E-SERVICE) Under the court's September 24, 2020,
18 Order Authorizing Electronic Service, the above-named document has been
electronically served on counsel of record by transmission through the Case
19 Anywhere system on the date below. The transmission of this document to Case
Anywhere system was reported as complete and a copy of the Case Anywhere
20 confirmation will be maintained in our office.

21

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

23 Executed on **September 30, 2021**, at Los Angeles County, California.

24 Calvin A. Marshall, Esq.

25 Type or Print Name



Signature