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themselves, all others similarly
situated and typical individuals, and the
general public

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Attorneys for Defendant NORTHCENTRAL
PIZZA, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

CASEY GOODMAN and ANGELO
PERMISON, on behalf of themselves, all other
similarly situated and typical individuals, and
the general public,

Plaintiffs,

v.

NORTHCENTRAL PIZZA, LLC; and DOES
1 through 50, inclusive,

Defendant(s).

Case No. 34-2021-00295266-CU-OE-GDS

PAGA SETTLEMENT AGREEMENT

Complaint Filed: February 16, 2021
Trial Date: None Yet Set

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement is made by and between Plaintiffs Casey Goodman and Angelo Permison (“Plaintiffs”), on behalf of themselves and on behalf of the State of California and all Private Attorneys General Act (“PAGA”) Settlement Group Members, on the one hand, and Defendant NORTHCENTRAL PIZZA, LLC, on behalf of itself and all of its current and former owners, parents, subsidiaries, members, representatives, agents, insurers, officers, directors, and employees (“Defendant”), on the other hand (Plaintiffs and Defendant are collectively referred herein as, the “Parties”, and individually as a “Party”), subject to the approval of the Court in accordance with California Labor Code section 2699(1)(2), upon and subject to the following terms and conditions.

I. DEFINITIONS

Unless otherwise defined herein, the following terms used in this Agreement shall have the meanings ascribed to them as set forth below:

A. “Action” means the civil action titled *Casey Goodman and Angelo Permison, on behalf of themselves, all other similarly situated and typical individuals, and the general public v. Northcentral Pizza, LLC; and DOES 1 through 50*, Case No. 34-2021-00295266-CU-OE-GDS (the “Action”), pending before Superior Court of the State of California, for the County of Sacramento (the “Court”).

B. “Agreement” or “Settlement Agreement” means this PAGA Settlement Agreement.

C. “Complaint” means the Complaint filed by Plaintiff on February 16, 2021, in the Action.

D. “Court” means the Superior Court for the State of California, County of Sacramento.

E. “Covered Period” means the period of time from December 13, 2019 to the date a signed order approving this Settlement is filed, or August 20, 2022, whichever date is earlier.

F. “Defendant” means the Defendant in this Action, NORTHCENTRAL PIZZA, LLC.

1 **G.** “Effective Date” means the date upon full funding of the Settlement.

2 **H.** “Defendant’s Counsel” means Brandon R. McKelvey, Timothy B. Nelson, and
3 Douglas R. Leach of Medina McKelvey LLP.

4 **I.** “Judgment” means the Order Granting Approval of Settlement and Entering Final
5 Judgment entered by the Court in substantially the same form evidenced by Exhibit A to this
6 Agreement and incorporated by reference into this Agreement.

7 **J.** “LWDA” means the California Labor and Workforce Development Agency.

8 **K.** “LWDA Payment” means the portion of the payment from the Total Settlement
9 Amount to be paid to the LWDA under the Settlement Agreement.

10 **L.** “Net Settlement Amount” means the amount from the Total Settlement Amount
11 that is available for distribution as Settlement Shares to PAGA Settlement Group Members and
12 the LWDA Payment after deduction for (i) the Plaintiff’s Counsel Fees and Expenses Payment,
13 and (ii) the Settlement Administrator’s fees and expenses. If any Settlement Share check is not
14 timely cashed by a Settlement Group Member, that share will be sent to the California State
15 Controllers’ Office Unclaimed Property Fund in the name of the Settlement Group Member.

16 **M.** “PAGA” means the Private Attorneys General Act of 2004, California Labor
17 Code section 2698 *et seq.*

18 **N.** “PAGA Notice” means a notice of proposed settlement pursuant to PAGA,
19 substantially in the form evidenced by **Exhibit B** to this Agreement.

20 **O.** “PAGA Released Claims” means any and all claims under PAGA that are pled in
21 Plaintiffs’ Class and Representative Action Complaint, or which could have been pled under the
22 PAGA based on the factual allegations in Plaintiff’s Class and Representative Action Complaint,
23 that arose during the Covered Period.

24 **P.** “PAGA Settlement Group Members” means all current and former hourly paid
25 delivery drivers employed by Defendant in the State of California during the Covered Period.

26 **Q.** “Plaintiffs” means the Plaintiffs in this Action, Casey Goodman and Angelo
27 Permison.

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1 **R.** “Plaintiffs’ Counsel” means Mark Thierman, Esq., Joshua Buck, Esq., Leah
2 Jones, Esq., and Joshua Hendrickson, Esq. of Thierman Buck LLP.

3 **S.** “Released Parties” means Defendant and all of its current and former owners,
4 parents, subsidiaries, members, representatives, agents, insurers, officers, directors, managers,
5 employees, and related entities.

6 **T.** “Settlement” means this PAGA Settlement Agreement.

7 **U.** “Settlement Administrator” means the administrator proposed by the Parties and
8 appointed by the Court to administer the Settlement. The Parties have agreed to propose CPT
9 Group to serve in this capacity.

10 **V.** “Settlement Share” means the portion of the Net Settlement Amount allocable to
11 each PAGA Settlement Group Member as provided by this Agreement.

12 **W.** “Total Settlement Amount” means the total amount to be paid by Defendant as
13 provided by this Agreement. The Total Settlement Amount is one hundred thirty thousand
14 dollars and no cents (\$130,000.00). The Total Settlement Amount will cover (i) all Settlement
15 Shares to PAGA Settlement Group Members, (ii) the LWDA Payment, (iii) the Plaintiffs’
16 Counsel Fees and Expenses Payment, and (iv) the Settlement Administrator’s fees and expenses.

17 **II. FACTUAL BACKGROUND**

18 **A.** On or about January 29, 2021, Plaintiffs served a letter to the LWDA and
19 Defendant in accordance with the requirements of Labor Code section 2699.3, to notify the
20 LWDA of alleged violations by Defendant of California Labor Code sections 201, 202, 203,
21 226(a), and 2802 for the following alleged failures: (1) failure to reimburse for necessary
22 business expenses in violation of Labor Code section 2802; (2) failure to pay wages free and
23 clear in violation of California law; (3) failure to provide accurate itemized wage statements in
24 violation of Labor Code section 226; and (4) failure to timely pay all wages due and owing in
25 violation of Labor Code sections 201 *et seq.* To date, the LWDA has declined to investigate the
26 alleged violations.

27 **B.** On February 16, 2021, Plaintiffs commenced this Action. Plaintiffs’ Complaint
28 sought civil penalties under the PAGA for the following alleged violations of the California

1 Labor Code: (1) failure to reimburse necessary expenses (Labor Code section 2802); (2) failure
2 to pay wages free and clear (Labor Code sections 510, 1194, 1194.2, 1197, 1197.1, and 1198);
3 (3) wage statement violations (Labor Code sections 226 *et seq.*); and (4) failure to pay all wages
4 due at the time of termination (Labor Code sections 201-203).

5 **C.** In the Action, Plaintiffs sought penalties under PAGA on behalf of themselves
6 and the PAGA Settlement Group Members for the alleged violations of California's Labor Code.

7 **D.** Prior to mediation, Defendant by and through its counsel supplied Plaintiffs'
8 counsel with employee and payroll data, policy documents, and additional information regarding
9 Defendant's hourly paid delivery drivers in California, which Plaintiffs' Counsel reviewed and
10 analyzed.

11 **E.** On December 10, 2021, the Parties participated in a mediation presided over by
12 well-respected employment law mediator Mark LeHocky. During the mediation, each side,
13 represented by its respective counsel, recognized the risk of an adverse result in the Action. The
14 Parties did not reach a resolution at the mediation but made substantial progress towards
15 resolution. Following the mediation, the Parties continued to exchange information and discuss
16 resolution, and the Parties both agreed to a resolution several months after the mediation, after
17 significant arm's-length negotiations both at the mediation and following the mediation. The
18 Parties have agreed to settle the Action pursuant to the terms and conditions of this Agreement.

19 **F.** This Agreement represents a compromise and settlement of highly disputed
20 claims. Nothing in this Agreement is intended or will be construed as an admission by
21 Defendant that Plaintiffs' claims in the Action have merit or that Defendant has any liability to
22 Plaintiff or the PAGA Settlement Group on those claims, or as an admission by Plaintiffs that
23 Defendant's defenses in the Action have merit.

24 **III. SETTLEMENT TERMS AND CONDITIONS**

25 **A. Non-Admission.** Nothing in this Settlement nor the acts to be performed or
26 judgments to be entered pursuant to the terms of the Settlement shall be construed to be an
27 admission by Plaintiffs that their claims do not have merit or by Defendant of any liability or
28 wrongdoing as to Plaintiffs, Aggrieved Employees or any other person. Defendant specifically

disclaims any such liability or wrongdoing. Defendant denies the allegations in the Action and specifically denies that it has committed any misconduct, statutory or regulatory violation, wrongdoing, or any other actionable conduct of any kind. The Parties have entered into this Settlement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses and risks. This Settlement and any related court documents or orders are not and may not be cited or admitted as evidence of liability.

B. Total Settlement Amount. Subject to the terms and conditions of this Agreement and court approval, the Total Settlement Amount is one hundred thirty thousand dollars and no cents (\$130,000.00.) The Total Settlement Amount will cover (i) all Settlement Shares to PAGA Settlement Group Members, (ii) the LWDA Payment, (iii) the Plaintiffs' Counsel Fees and Expenses Payment, and (v) the Settlement Administrator's fees and expenses. The settlement is non-reversionary, such that the entire Total Settlement Amount will be disbursed.

C. Net Settlement Amount. The Parties agree that the following amounts should be subtracted from the Total Settlement Amount, if approved by the Court, resulting in a Net Settlement Amount to distribute to the LWDA and Aggrieved Employees: (1) Payment to the Settlement Administrator; and (2) Payment to Plaintiffs' Counsel for attorney's fees and costs.

D. Payments to Settlement Administrator. The Settlement Administrator will pay to itself out of the Total Settlement Amount its reasonable fees and expenses as approved by the Court, and not to exceed eight thousand and five hundred dollars (\$8,500.00).

E. Payments to LWDA. The Settlement Administrator shall pay to the LWDA 75% of the Net Settlement Amount.

F. Payment to Plaintiffs' Counsel. Defendant will not oppose Plaintiffs' Counsel's request for a Fees and Expenses Payment in the total, maximum amount of forty-five thousand dollars and no cents (\$45,000.00) for attorneys' fees (up to thirty three and one third percent (33 1/3%) of the Total Settlement Amount) and expenses not to exceed seven thousand dollars (\$7,000). The Settlement Administrator will issue to Plaintiffs' Counsel a Form 1099 with respect to the awarded attorneys' fees and costs.

1 **G. Settlement Share to PAGA Settlement Group Members.** Subject to the terms
2 and conditions of this Agreement, the Settlement Administrator will allocate Settlement Shares
3 from the Net Settlement Amount to the PAGA Settlement Group Members in proportion to the
4 number of pay periods worked for Defendant during the Covered Period. A Form 1099 will be
5 issued to each Settlement Group Member for his/her Settlement Share because the Action sought
6 civil penalties.

7 **H. Appointment of Settlement Administrator.** The Parties have agreed to propose
8 CPT Group as an acceptable Settlement Administrator to resolve disputes in connection with the
9 calculation of Settlement Shares in accordance with the Settlement; distribute Settlement Shares
10 and other payments due under the Settlement; and otherwise administer the Settlement. The
11 Settlement Administrator's duties will include preparing, printing, and mailing the Notice Packet
12 to the PAGA Settlement Group Members; conducting a National Change of Address search and
13 using Accurant and other reasonable and cost-effective skip trace methods to locate any PAGA
14 Settlement Group Member whose Notice Packet was returned by the U.S. Postal Service as non-
15 deliverable, and re-mailing the Notice Packet to the PAGA Settlement Group Member's new
16 address; issuing the checks to effectuate the payments due under the Settlement; and otherwise
17 administering the Settlement pursuant to this Agreement. The Settlement Administrator will
18 have the final authority to resolve all disputes concerning the calculation of a PAGA Settlement
19 Group Member's Settlement Share, subject to the dollar limitations set forth in this Agreement.
20 The Settlement Administrator's reasonable fees and expenses, including the cost of printing and
21 mailing the Notice Packet, will be paid out of the Total Settlement Amount.

22 **I. Procedure for Approving Settlement.**

23 **1. Motion for an Order Approving the Settlement.**

24 a. The Parties will cooperate in seeking approval of the Settlement,
25 including Plaintiffs filing a Motion for an Order Approving the Settlement Agreement (the
26 "Approval Motion").

27 b. Pursuant to PAGA, on the date Plaintiffs files the Approval
28 Motion, Plaintiffs will submit to the LWDA the PAGA Notice substantially evidenced by

1 **Exhibit B** to this Agreement, enclosing this Agreement. The Parties intend and believe that
2 providing notice of this Settlement to the LWDA pursuant to the procedures described in this
3 section complies with the requirements of PAGA.

4 c. At the hearing on the Approval Motion, the Parties will jointly
5 appear, support the granting of the motion, and submit an order granting the motion in the form
6 evidenced by **Exhibit A** to this Agreement.

7 d. Should the Court decline to approve all material aspects of the
8 Settlement, or order material changes to the Settlement to which the Parties do not agree, the
9 Parties will meet and confer to address the Court's concerns and determine whether resolution of
10 the Action can be obtained in a manner consistent with the Court's concerns. If no agreement
11 can be reached, the Settlement will be null and void and the Parties will have no further
12 obligations under it. However, an award by the Court of lesser amounts than sought for the
13 Counsel Fees and Expenses Payment will not be considered a material change to the Settlement.

14 2. **No Right to Opt Out or Object.** The Parties agree there is no statutory
15 right for any PAGA Settlement Group Member to object, opt out or otherwise exclude himself or
16 herself from the Settlement. The Parties further agree there is no right or opportunity for any
17 PAGA Settlement Group Member to appeal the approval of the Settlement by the Court. The
18 Parties further agree that an Aggrieved Employees' recovery under this Settlement does not act
19 to preclude claims not encompassed within the release of claims in Section III.K.1.

20 3. **Notice to PAGA Settlement Group Members.** After the Court enters its
21 order granting the Approval Motion, every PAGA Settlement Group Member will be provided
22 with the Notice of their Settlement Share.

23 a. Within fourteen (14) days after the Court Order is signed,
24 approving the Settlement, Defendant will provide to the Settlement Administrator the names, last
25 known addresses and telephone numbers, Social Security numbers, and Covered Pay Periods of
26 all PAGA Settlement Group Members. The Settlement Administrator shall keep this information
27 confidential and not disclose it to Plaintiffs' Counsel or any third parties. If any or all of the
28 PAGA Settlement Group Members' data is unavailable to Defendant, Defendant will use best

1 efforts to deduce or reconstruct the data prior to when it must be submitted to the Settlement
2 Administrator.

3 b. Within seven (7) days after receiving the PAGA Settlement Group
4 Members' data from Defendant, the Settlement Administrator will send a Notice to each PAGA
5 Settlement Group Member. The Settlement Administrator will mail this information to all
6 identified PAGA Settlement Group Members, using the mailing address information provided by
7 Defendant, unless modified by any updated address information that the Settlement
8 Administrator obtains in the course of administration of the Settlement. In the event of returned
9 or non-deliverable notices, the Settlement Administrator will make reasonable efforts to locate
10 PAGA Settlement Group Members and re-send the notices.

11 c. If a Notice is returned because of an incorrect address, the
12 Settlement Administrator will promptly, and not later than ten (10) days from receipt of the
13 returned Notice, search for a more current address for the PAGA Settlement Group Member
14 using Accurant and/or other reasonable and cost-effective skip trace methods, and re-mail the
15 Notice to the PAGA Settlement Group Member. The Settlement Administrator will use the
16 PAGA Settlement Group Members' data and otherwise work with Defendant to find a more
17 current address. The Settlement Administrator will be responsible for taking reasonable steps,
18 consistent with its agreed-upon job parameters, court orders, and fees, as agreed to with
19 Plaintiffs' Counsel and according to the following deadlines, to trace the mailing address of any
20 PAGA Settlement Group Member for whom a Notice is returned by the U.S. Postal Service as
21 undeliverable. These reasonable steps will include, at a minimum, the tracking of all undelivered
22 mail; performing address searches for all mail returned without a forwarding address; and
23 promptly re-mailing to PAGA Settlement Group Members for whom new addresses are found.

24 4. **Submission of Judgment.** Plaintiffs shall submit a copy of the Judgment
25 in this Action and a copy of any other order providing for or denying an award of civil penalties
26 within ten (10) days after entry of the Judgment and/or order, in compliance with Section
27 2699(1)(3) of the California Labor Code. The Judgment will be made available to the LWDA

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1 and Aggrieved Employees through the Settlement Administrator's website for a period of two
2 (2) years following entry of judgment.

3 **5. Waiver of Right to Appeal.** Provided that the Judgment is consistent
4 with the material terms of this Agreement, Plaintiffs, Defendant, and their respective counsel
5 hereby waive any and all rights to appeal from the Judgment, including all rights to any post-
6 judgment proceeding and appellate proceeding, such as a motion to vacate judgment, a motion
7 for new trial, and any extraordinary writ, and the Judgment therefore will become non-
8 appealable at the time it is entered. The waiver of appeal does not include any waiver of the
9 right to oppose any appeal, appellate proceedings or post-judgment proceedings. This paragraph
10 does not preclude Plaintiffs or Plaintiffs' Counsel from appealing from a refusal by the Court to
11 award the Plaintiffs' attorneys' fees and/or costs sought by them. If an appeal is taken, the time
12 for consummating the Settlement (including making payments under the Settlement) will be
13 suspended until such time as their appeal is finally resolved and the Judgment becomes Final, as
14 defined in this Agreement.

15 **6. Vacating, Reversal, or Material Modification of Judgment on Appeal**
16 **or Review.** If, after a notice of appeal or a petition for *certiorari* or review, or any other motion,
17 petition, or application, the reviewing court vacates, reverses, or modifies the Judgment such that
18 there is a material change to the Settlement, and that court's decision is not completely reversed
19 and the Judgment is not fully affirmed on review by a higher court, then either Plaintiffs or
20 Defendant will have the right to void the Settlement, which the Party must do by giving written
21 notice to the other Parties, the reviewing court, and the Court not later than thirty (30) days after
22 the reviewing court's decision vacating, reversing, or materially modifying the Judgment
23 becomes Final. A vacation, reversal, or modification of the Court's award of the Plaintiffs'
24 attorneys' fees and/or costs will not constitute a vacating, reversal, or material modification of
25 the Judgment within the meaning of this paragraph, although Plaintiffs or Plaintiffs' Counsel
26 have the right to appeal from any refusal by the Court to award the Plaintiffs' Counsel's
27 attorneys' fees and/or costs sought by them.

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1 7. **Timing of Settlement Payments.** The settlement payment provided for
2 in Paragraph III.B. shall be made within fourteen (14) days after the Court Order is signed
3 approving the Settlement.

4 8. Within seven (7) days after the Court Order is signed approving the
5 Settlement, the Settlement Administrator will provide Defendant with wire transfer information.
6 Within fourteen (14) days after the Court Order is signed approving the Settlement, Defendant
7 will transfer the Total Settlement Amount to the Settlement Administrator via wire transfer.
8 Within twenty-one (21) days after the Court Order is signed approving the Settlement, the
9 Settlement Administrator will make the following payments from the Total Settlement Amount:
10 distribution as Settlement Shares to PAGA Settlement Group Members; the LWDA Payment
11 paid to the LWDA; Plaintiffs' Counsel Fees and Expenses Payment paid to Plaintiffs' Counsel;
12 and the Settlement Administrator's fees and expenses.

13 9. **Uncashed Settlement Share Checks.** A PAGA Settlement Group
14 Member must receive or cash his or her Settlement Share payment or check within 180 calendar
15 days after it is mailed to him or her. If a check is returned to the Settlement Administrator, the
16 Settlement Administrator will make all reasonable efforts to re-mail it to the PAGA Settlement
17 Group Member at his or her correct address. If any PAGA Settlement Group Member's
18 Settlement Share check is not cashed within 120 days after its last mailing to the PAGA
19 Settlement Group Member, the Settlement Administrator will send the PAGA Settlement Group
20 Member a letter or postcard informing him or her that unless the check is cashed in the next 60
21 days, it will expire and become non-negotiable, and offer to replace the check if it was lost or
22 misplaced but not cashed. If a PAGA Settlement Group Member fails to cash the check for his
23 or her Settlement Share within 180 days after it is mailed to him or her, the funds shall be
24 distributed by the Settlement Administrator to the State Controller's Unclaimed Property Fund in
25 the Settlement Group Member's name.

26 **J. Release and Waiver of Claims.**

27 1. **PAGA Settlement Group Members.** Upon the full funding of the
28 Settlement, Plaintiffs, acting on behalf of the State of California, and all PAGA Settlement

Group Members release Defendant and the Released Parties from any and all claims based on the Private Attorneys General Act (2004), as pleaded in Plaintiff's Complaint or that could have been pleaded on the facts as alleged in the Complaint and Plaintiff's notice letters to LWDA, arising during the Covered Period, including but not limited to claims under Labor Code sections 201-203, 226, 510, 1194, 1194.2, 1197, 1197.1, 1198, 2698, 2699.3, 2699.5, and 2802, the Industrial Welfare Commission Wage Orders, and any resulting claim for attorneys' fees and costs (the "Released Claims").

K. No Effect on Other Benefits. The payment to PAGA Settlement Group Members will not result in any additional benefit payments (such as 401(k) or bonus) beyond those provided by this Agreement to Plaintiffs or the PAGA Settlement Group Members, and they will be deemed to have waived all such claims, whether known or unknown by them, as part of their release of claims under this Agreement.

L. Confidentiality Preceding Approval. Prior to filing of the Motion for Settlement Approval, Plaintiffs will not issue any press or other media releases or have any communication with the press or media or anyone other than financial advisors, retained experts, the LWDA and vendors related to settlement administration, regarding the Settlement. If, before the filing of the Motion for Settlement Approval, Plaintiffs or their attorneys disclose to any unauthorized party (a) that a settlement has been reached or (b) any of the terms of the Settlement except as required by law or to affect the Settlement, Defendant may rescind the Settlement, rendering it null and void. Plaintiffs further agree that they will instruct their attorneys not to disclose the terms of this Agreement other than as necessary in connection with the Motion for Settlement Approval. This section does not bar Plaintiffs' counsel from carrying out their duties as counsel to Representative Plaintiff for the LWDA.

M. Miscellaneous Terms.

1. No Admission of Liability.

a. Defendant denies that it has engaged in any unlawful activity, has failed to comply with the law in any respect, or has any liability to anyone under the claims asserted in the Action. This Agreement is entered into solely for the purpose of compromising

highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission of liability or wrongdoing by Defendant, or an admission by Plaintiffs that any of their claims were non-meritorious or any defense asserted by Defendant was meritorious. This Settlement and the fact that Plaintiffs and Defendant were willing to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with the Settlement).

b. Whether or not the Judgment becomes Final, nothing in the Settlement, this Agreement, any document, statement, proceeding or conduct related to the Settlement or the Agreement, or any reports or accounting of those matters, will be (i) construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Defendant or any other Released Parties, including, but not limited to, evidence of a presumption, concession, indication or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage; or (ii) disclosed, referred to or offered in evidence against any of the Released Parties, in any further proceeding in the Action, or any other civil, criminal or administrative action or proceeding except for purposes of effectuating the Settlement pursuant to this Agreement.

c. This section and all other provisions of this Agreement notwithstanding, any and all provisions of this Agreement may be admitted in evidence and otherwise used in any and all proceedings to enforce any or all terms of this Agreement, or in defense of any claims released or barred by this Agreement.

2. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any Party concerning this Agreement or its exhibits other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits.

3. **Attorney Authorization.** Plaintiffs' Counsel and Defendant's Counsel each warrant and represent that they are authorized by their respective clients to take all

appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to affect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the Court or mediator, and in all cases all such documents, supplemental provisions and assistance of the court will be consistent with this Agreement. No attorney for any party is a party to this agreement and will not be liable for any Party's breach of any of the terms of this Agreement.

4. **Modification of Agreement.** This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their successors-in-interest.

5. **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

6. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law principles or choice of law principles.

7. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

8. **Fair Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.

9. **Headings.** The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

1 10. **Notice.** All notices, demands or other communications given under this
2 Agreement will be in writing and deemed to have been duly given as of the third business day
3 after mailing by United States mail, addressed as follows:

4 *To Plaintiffs and the Settlement Group:*

5 THIERMAN BUCK LLP
6 Mark Thierman, Esq. (SBN 72913)
7 mark@thiermanbuck.com
8 Joshua D. Buck, Esq. (SBN 258325)
9 josh@thiermanbuck.com
10 Leah Jones, Esq. (SBN 276448)
11 leah@thiermanbuck.com
12 Joshua Hendrickson, Esq. (SBN 282180)
13 joshh@thiermanbuck.com

14 7287 Lakeside Drive
15 Reno, Nevada 89511
16 Telephone: (775) 284-1500
17 Facsimile: (775) 703-5027

18 *To Defendant:*

19 Brandon R. McKelvey (SBN 217002)
20 brandon@medinamckelvey.com
21 Timothy B. Nelson (SBN 235279)
22 tim@medinamckelvey.com
23 Douglas R. Leach (SBN 325955)
24 doug@medinamckelvey.com
25 Medina McKelvey LLP
26 925 Highland Pointe Drive, Suite 300
27 Roseville, California 95678
28 Telephone: (916) 960-2211

11. **Execution in Counterpart.** This Agreement may be executed in one or
more counterparts. All executed counterparts and each of them will be deemed to be one and the
same instrument provided that counsel for the Parties will exchange between themselves original
signed counterparts. Facsimile signatures will be accepted if the original signature is provided
within seven days. Any executed counterpart will be admissible in evidence to prove the
existence and contents of this Agreement.

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1 **IV. EXECUTION BY PARTIES**

2 The Parties hereby execute this Agreement.

3
4 Dated: June 29, 2022

Casey Goodman

5 

6
7 Dated: June __, 2022

Angelo Permison

8
9
10 Dated: June __, 2022

Northcentral Pizza, LLC

11
12 By: _____

13 Name _____

14 Title _____

15 APPROVED AS TO FORM:

16 Dated: June 29, 2022

THIERMAN BUCK LLP

17
18 By:  _____

19 Mark R. Thierman

20 Joshua D Buck

21 Leah I. Jones

22 Joshua R. Hendrickson

Attorneys for Plaintiffs CASEY

GOODMAN and ANGELO PERMISON

23 Dated: June __, 2022

MEDINA McKELVEY, LLP

24
25 By: _____

26 Brandon R. McKelvey

Timothy B. Nelson

27 Douglas R. Leach

Attorneys for Defendant

28 NORTHCENTRAL PIZZA, LLC

1 **IV. EXECUTION BY PARTIES**

2 The Parties hereby execute this Agreement.

3
4 Dated: June ___, 2022

Casey Goodman

5
6
7 Dated: June 29, 2022

Angelo Permison

8
9
10 Dated: June ___, 2022

Northcentral Pizza, LLC

11
12 By: _____

13 Name _____

14 Title _____

15 APPROVED AS TO FORM:

16 Dated: June ___, 2022

THIERMAN BUCK LLP

17
18 By: _____

19 Mark R. Thierman

20 Joshua D Buck

21 Leah I. Jones

22 Joshua R. Hendrickson

Attorneys for Plaintiffs CASEY

GOODMAN and ANGELO PERMISON

23 Dated: June ___, 2022

MEDINA McKELVEY, LLP

24
25 By: _____

26 Brandon R. McKelvey

Timothy B. Nelson

27 Douglas R. Leach

Attorneys for Defendant

28 NORTHCENTRAL PIZZA, LLC

1 **IV. EXECUTION BY PARTIES**

2 The Parties hereby execute this Agreement.

3
4 Dated: June __, 2022

Casey Goodman

5
6
7 Dated: June __, 2022

Angelo Permison

8
9
10 Dated: June __, 2022

Northcentral Pizza, LLC

11
12 By: 

13 Name MARY P. RAO

14 Title MEMBER

15 APPROVED AS TO FORM:

16 Dated: June 30, 2022

THIERMAN BUCK LLP

17
18 By: _____

19 Mark R. Thierman
20 Joshua D Buck
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Attorneys for Plaintiffs CASEY
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