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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF STANISLAUS

LETICIA RODRIGUEZ, individually, and on
 behalf of all others similarly situated,

Plaintiff,

v.

MODESTO RESTAURANT GROUP, LLC, a
 California limited liability corporation; and DOES
 1 through 10, inclusive,

Defendants.

Case No.: CV-21-0002691

*[Assigned for all purposes to the Honorable
 Sonny S. Sandhu, Dept. 24]*

STIPULATION OF SETTLEMENT

Complaint filed: January 21, 2021
 Trial date: Not set

1 This Stipulation of Settlement is made by and between the Named Plaintiff, LETICIA
2 RODRIGUEZ (“Plaintiff”), on her own behalf and on behalf of all members of the Settlement
3 Class, as defined below, on the one hand, and Defendant MODESTO RESTAURANT GROUP,
4 LLC, (“Defendant”) on the other hand (collectively the “Parties”), in the lawsuit entitled *Leticia*
5 *Rodriguez v. Modesto Restaurant Group, LLC*, filed in the Stanislaus County Superior Court,
6 Case No. CV-21-0002691. This Stipulation of Settlement resolves all claims that were asserted
7 or could have been asserted against Defendant pertaining to the claims in the Litigation.

8 **I. DEFINITIONS**

9 **A. Administrative Costs.** All administrative costs of settlement, including cost of
10 notice to the Settlement Class, claims administration, and any fees and costs incurred or charged by
11 the Settlement Administrator in connection with the execution of its duties under this Stipulation of
12 Settlement.

13 **B. Agreement.** The terms “Agreement” or “Settlement Agreement” are used
14 synonymously herein to mean this Stipulation of Settlement.

15 **C. Class Counsel.** The term “Class Counsel” as used herein means: WILSHIRE LAW
16 FIRM, PLC and all the lawyers of the firm acting on behalf of Named Plaintiff and the Settlement
17 Class. The term Class Counsel shall be used synonymously with the term Plaintiff’s Counsel.

18 **D. Court.** The term “Court” as used herein means the Superior Court of the State of
19 California for the County of Stanislaus.

20 **E. Final.** The term “Final” means: (1) the date of final affirmation of the Final Approval
21 Order from any appeal, the expiration of the time for, or the denial of, a petition to review the Final
22 Approval Order, or if review is granted, the date of final affirmation of the Final Approval Order
23 following review pursuant to that grant; or (2) the date of final dismissal of any appeal from the Final
24 Approval Order or the final dismissal of any proceeding to review the Final Approval Order,
25 provided that the Final Approval Order is affirmed and/or not reversed in any part; or (3) if no appeal
26 is filed, the expiration date of the time for the filing or noticing of any appeal from the Court’s Final
27 Approval Order, as determined under Rule 8.104(a)(3) of the California Rules of Court.

28 **F. Date of Final Approval.** The terms “Date of Final Approval” or “Final Approval

Order” as used herein mean date of issuance of the final formal judgment entered by the Court at the Final Fairness and Approval Hearing in accordance with the terms herein, approving this Agreement.

G. Defendant. The term “Defendant” as used herein means MODESTO RESTAURANT GROUP, LLC.

H. Employer Taxes. Employer-funded taxes and contributions imposed on the wage portions of the Settlement Payment under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, and any similar state taxes and contributions required of employers, such as for unemployment insurance.

I. Litigation. The term “Litigation” as used herein means the action entitled filed in Stanislaus County Superior Court, Case No. CV-21-0002691.

J. Named Plaintiff. The term “Named Plaintiff” as used herein means LETICIA RODRIGUEZ.

K. Net Settlement Fund. The term “Net Settlement Amount” or “Net Settlement Fund” as used herein means the Settlement Amount minus any award of attorneys’ fees and Litigation costs, Administrative Costs, enhancement to the Named Plaintiff, and penalties recoverable pursuant to California’s Private Attorney General Act (“PAGA”) (the “PAGA Settlement”), and as provided in Sections VIII, XIII, XIV, XV, and XVI, respectively.

L. Net Settlement Payments. The term “Net Settlement Payment(s)” shall include payments made to the Settlement Class as part of the Settlement, including wages, penalties and interest.

M. PAGA Employee. For settlement purposes only, the Parties agree to the definition of a PAGA Employee as: All persons who worked for Defendant in California as an hourly-paid or non-exempt employee during the PAGA Settlement Period of January 25, 2020 through the date the Court grants preliminary approval of the settlement or April 1, 2022, whichever is earlier (together, collectively referred to as the “PAGA Employees”).

N. PAGA Settlement Period. January 25, 2020 through the date the Court grants preliminary approval of the settlement or April 1, 2022, whichever is earlier.

O. PAGA Settlement. In order to settle claims alleged under the Private Attorneys’

General Act, California *Labor Code* section 2698 *et seq.*, the Parties agree to allocate \$25,000.00 from the Settlement Amount as penalties authorized by the California Labor Code Private Attorneys General Act of 2004 (PAGA Settlement). Seventy-five percent (75%) of the PAGA Settlement (totaling \$18,750) will be paid to the Labor and Workforce Development Agency and 25% of the PAGA Settlement (totaling \$6,250) will be distributed to participating PAGA Employees.

P. Settlement. The term “Settlement” as used herein means this Agreement to resolve the Litigation.

Q. Settlement Administrator. The term “Settlement Administrator” as used herein means Phoenix Settlement Administrators, which will be responsible for the administration of the Settlement Amount, as defined below, and all related matters.

R. Settlement Agreement. The terms “Settlement Agreement” or “Agreement” are used synonymously herein to mean this Stipulation of Settlement.

S. Settlement Amount. The term “Settlement Amount” as used herein means the sum of Six Hundred Thousand Dollars and Zero Cents (\$600,000.00), which shall be paid by Defendant, and from which all Net Settlement Payments, Court-approved attorneys’ fees and Litigation costs pursuant to Section XIII, Administrative Costs pursuant to Section VIII, enhancement to Named Plaintiff pursuant to Section XIV, statutory penalties, interest, and PAGA Settlement pursuant to Section XVI shall be paid, except as provided herein. Subject to Section XI(C) below, the Settlement Amount will be increased in the event the final number of workweeks in the Settlement Period is more than 10% higher than the initially agreed upon estimate of 56,179 workweeks.

T. Settlement Class. For settlement purposes only, the Parties agree to the certification of a class pursuant to California *Code of Civil Procedure* § 382 defined as:

All persons who worked for Defendant in California as an hourly-paid or non-exempt employee during the Settlement Period of January 21, 2017 through the date the Court grants preliminary approval of the settlement or April 1, 2022, whichever is earlier (together, collectively referred to as the “Class Members”).

U. Settlement Period. The term “Settlement Period” as used herein means the

1 period from January 21, 2017 through date the Court grants preliminary approval or April 1,
2 2022, whichever is earlier.

3 **II. BACKGROUND**

4 **A.** In the Litigation, the Named Plaintiff alleges, *inter alia*, on behalf of herself and all
5 others similarly situated, that Defendant violated California state wage and hour laws, the California
6 *Business and Professions Code* Section 17200 *et seq.*, and PAGA, as a result of Defendant's
7 California wage and hour policies and practices. Specifically, Plaintiff alleges that Defendant failed
8 to pay its employees at or above the applicable minimum wage rates, failed to provide regular/straight
9 time, overtime, and double time pay, failed to provide meal breaks (including first and second meal
10 breaks), and failed to authorize and permit legally compliant rest breaks each day based on the hours
11 worked by each employee. Plaintiff further alleged that the aforementioned resulted in the
12 employees receiving inaccurate wage statements, and the underpayment of wages to employees upon
13 termination and/or resignation. Finally, the Plaintiff made claims for unfair competition and
14 penalties under California's Private Attorney General Act ("PAGA") arising out of the alleged wage
15 and hour policies and practices.

16 Class Counsel conducted informal discovery concerning the claims and defenses set forth in
17 the Litigation, such as a sample of class member timekeeping and payroll records, Defendant's
18 policies and procedures concerning the payment of wages, the provision of meal and rest breaks,
19 issuance of wage statements, and providing all wages at separation, as well as information regarding
20 the number of putative class members and the mix of current versus former employees, the wage
21 rates in effect, and the amount of meal and rest period premium wages paid to class members.

22 **B.** Named Plaintiff and Class Counsel have engaged in good faith, arms-length
23 negotiations with Defendant concerning possible settlement of the claims asserted in the Litigation.
24 The Parties participated in a full day of mediation before Kelly Knight, Esq., a well-respected wage
25 and hour class action mediator, that resulted in a tentative settlement of the Litigation, subject to the
26 approval of the Court, and finalization of a formal Stipulation of Settlement. The Parties have
27 engaged in extensive negotiations about the terms and conditions of the Settlement at the mediation
28 and subsequent thereto. The Parties have now formalized the Settlement Agreement for submission

1 to the Court for preliminary and Final Approval.

2 C. Class Counsel has conducted an investigation of the law and facts relating to the
3 claims asserted in the Litigation and has concluded, taking into account the sharply contested issues
4 involved, the defenses asserted by Defendant, the expense and time necessary to pursue the Litigation
5 through trial and any appeals, the risks and costs of further prosecution of the Litigation, the risk of
6 an adverse outcome, the uncertainties of complex litigation, and the substantial benefits to be
7 received by the Named Plaintiff and the members of the Settlement Class pursuant to this Agreement,
8 that a settlement with Defendant on the terms and conditions set forth herein is fair, reasonable,
9 adequate, and in the best interests of the Settlement Class. Named Plaintiff, on her own behalf and
10 on behalf of the Settlement Class, has agreed to settle the Litigation with Defendant on the terms set
11 forth herein.

12 D. Defendant has concluded that for reasons including the substantial expense of
13 defending against the Litigation, the length of time necessary to resolve the issues presented herein,
14 the inconvenience involved, and the concomitant disruption to its business operations, it is in
15 Defendant's best interests to accept the terms of this Agreement. Defendant denies each of the
16 allegations and claims asserted against them in the Litigation, and denies that this case could be
17 certified as a class action or proceed on a representative bases, or that a trial would result in any
18 damages. However, without admitting to any liability, Defendant nevertheless desires to settle the
19 Litigation for the purpose of avoiding the burden, expense and uncertainty of continuing litigation
20 and for the purpose of putting to rest the controversies engendered by the Litigation.

21 E. This Agreement is intended to and does effectuate the full, final and complete
22 settlement of all allegations and claims that were asserted, or could have been asserted, in the
23 Litigation by Named Plaintiff and members of the Settlement Class as set forth in Section II.A.

24 **III. JURISDICTION**

25 The Court has jurisdiction over the Parties and the subject matter of this Litigation. The
26 Litigation includes claims that, while Defendant denies them in their entirety, would, if proven,
27 authorize the Court to grant relief pursuant to the applicable statutes. After the Court has granted
28 Final Approval of the Settlement and after the Court has ordered the entry of Judgment, pursuant to

California *Code of Civil Procedure* Section 664.6 the Court shall retain jurisdiction of this action solely for the purpose of interpreting, implementing, and enforcing this Settlement consistent with the terms set forth herein.

IV. STIPULATION OF CLASS CERTIFICATION

The Parties stipulate to the certification of this Settlement Class for purposes of Settlement only. This Stipulation is contingent upon the Preliminary and Final approval and certification of the Settlement Class only for purposes of Settlement. Should the Settlement not become final, for whatever reason, the fact that the Parties were willing to stipulate provisionally to class certification as part of the Settlement shall have no bearing on, and shall not be admissible in connection with, the issue of whether a class should be certified in a non-settlement context in the Litigation. Defendant expressly reserves the right to oppose class certification and/or proactively move to deny certification should this Settlement be modified or reversed on appeal or otherwise not become final.

V. MOTION FOR PRELIMINARY APPROVAL

Named Plaintiff will bring a motion before the Court for an order preliminarily approving the Settlement including the Notice of Proposed Class Action Settlement, and Workweek Dispute Form, which are attached hereto as **Exhibits “A” and “B,”** respectively, and including certification of the Settlement Class for settlement purposes only.

The date that the Court grants Preliminary Approval of this Agreement will be the “Preliminary Approval Date.” Class Counsel will prepare the Motion for Preliminary Approval and will provide Defendant’s counsel the opportunity to review it and provide input before it is filed. On the same date on which it is filed with the Court, Class Counsel shall concurrently submit the Motion for Preliminary Approval to the Labor & Workforce Development Agency in compliance with Labor Code § 2698 *et seq.*, the Private Attorneys General Act.

VI. STATEMENT OF NO ADMISSION

A. Defendant denies liability to Named Plaintiff and to the Settlement Class upon any claim or cause of action. This Agreement does not constitute, and is not intended to constitute, an admission by Defendant as to the merits, validity, or accuracy of any of the allegations or claims made against them in the Litigation.

1 **B.** Nothing in this Agreement, nor any action taken in implementation thereof, nor any
2 statements, discussions or communications, nor any materials prepared, exchanged, issued or used
3 during the course of the negotiations leading to this Agreement or the Settlement, is intended by the
4 Parties to constitute, nor will any of the foregoing constitute, be introduced, be used or be admissible
5 in any way in this case or any other judicial, arbitral, administrative, investigative or other forum or
6 proceeding as evidence of any violation of any federal, state, or local law, statute, ordinance,
7 regulation, rule or executive order, or any obligation or duty at law or in equity. The Parties
8 themselves agree not to introduce, use, or admit this Agreement, directly or indirectly, in this case or
9 any other judicial, arbitral, administrative, investigative, or other forum or proceeding, as purported
10 evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or
11 executive order, or any obligation or duty at law or in equity, or for any other purpose.
12 Notwithstanding the foregoing, this Agreement may be used and filed in any proceeding before the
13 Court that has as its purpose the interpretation, implementation, or enforcement of this Agreement
14 or any orders or judgments of the Court entered in connection with implementation of the Settlement.

15 **C.** None of the documents produced or created by Named Plaintiff or the Settlement
16 Class in connection with the claims procedures or claims settlement procedures constitute, and they
17 are not intended to constitute, an admission by Defendant of any violation of any federal, state, or
18 local law, statute, ordinance, regulation, rule, or executive order, or any obligation or duty at law or
19 in equity.

20 **D.** The Parties agree that class certification pursuant to California *Code of Civil*
21 *Procedure* Section 382 under the terms of this Agreement is for settlement purposes only. Nothing
22 in this Agreement will be construed as an admission or acknowledgement of any kind that any class
23 should be certified or given collective treatment in the Litigation or in any other action or proceeding.
24 Further, neither this Agreement nor the Court's actions with regard to this Agreement will be
25 admissible in any court or other tribunal regarding the propriety of class certification or collective
26 treatment. In the event that this Agreement is not approved by the Court or any appellate court, is
27 terminated, or otherwise fails to be enforceable, Named Plaintiff will not be deemed to have waived,
28 limited, or affected in any way any claims, rights, or remedies in the Litigation, and Defendant will

1 not be deemed to have waived, limited, or affected in any way any of their objections or defenses in
2 the Litigation.

3 **VII. WAIVER, RELEASE AND CONFIDENTIALITY**

4 **A. Release as to All Settlement Class Members.**

5 Upon the date the Court's Final Approval Order becomes "Final" (as that term is defined in
6 Section I(E) above) and all payments are made by Defendant pursuant to this Agreement, Named
7 Plaintiff and all members of the Settlement Class, except those that make a valid and timely request
8 to be excluded from the Settlement Class and Settlement, waive, release, discharge, and promise
9 never to assert in any forum any and all wage or penalty-related claims, including all claims for
10 damages, attorneys' fees and costs, expenses, penalties, and injunctive relief, that were alleged in the
11 Litigation or which could have been alleged in the Litigation based on the facts asserted in the
12 Litigation arising during the Settlement Period against Defendant Modesto Restaurant Group, and
13 its divisions, affiliates, predecessors, successors, shareholders, officers, directors, employees, agents,
14 trustees, representatives, administrators, fiduciaries, assigns, subrogees, executors, partners, parents,
15 subsidiaries, joint employers, insurers, attorneys, and related corporations, individually and
16 collectively, including but not limited to: 1) all claims, under any legal theory of liability, for the
17 failure to pay overtime or double time wages owed pursuant to California Labor Code §§ 204, 510,
18 1194, and 1198, the IWC Wage Orders or any comparable federal statute under any theory of
19 liability; 2) all claims, under any legal theory of liability, for the failure to pay all wages of any kind,
20 including any minimum wage or straight time wages, owed pursuant to California Labor Code §§
21 204, 510, 1194, 1194.2, and 1198, the IWC Wage Orders, or any comparable federal statute under
22 any theory of liability; 3) all claims, under any legal theory of liability, for failure to provide meal
23 periods pursuant to California Labor Code §§ 226.7 and 512, and the IWC Wage Orders; 4) all
24 claims, under any legal theory of liability, for the failure to authorize and permit rest periods pursuant
25 to California Labor Code § 226.7 and the IWC Wage Orders; 5) all claims, under any legal theory of
26 liability, for the failure to properly calculate any premiums owed and/or paid pursuant to California
27 Labor Code § 226.7(b); 6) all claims, under any legal theory of liability, for violation of Business &
28 Professions Code §§ 17200, *et seq.*; 7) all claims, under any legal theory of liability, for penalties

1 pursuant to PAGA (Labor Code §§ 2698 *et seq.*); 8) all claims, under any legal theory of liability,
2 for any penalties of any kind arising from an alleged failure to pay final wages or other amounts
3 allegedly owed to Class Members pursuant to California Labor Code §§ 201-203; 9) all claims,
4 under any legal theory of liability, for any penalties of any kind arising from any alleged wage
5 statement or recordkeeping violations pursuant to California Labor Code §§ 226, 1174, and 1174.5;
6 and 10) all claims, under any legal theory of liability, for any penalties or any another amounts that
7 could be potentially owed to Class Members arising out of and/or related to the allegations in the
8 Lawsuit arising during the Settlement Period, including penalties owed pursuant to California Labor
9 Code §§ 210, 226.3, 558, and 1197.1.

10 **B. General Release by Named Plaintiff Only.**

11 In addition to the release made in Section VII (A), Named Plaintiff makes the additional
12 following general release of all claims, known or unknown. Named Plaintiff releases Defendant,
13 and its divisions, affiliates, predecessors, successors, shareholders, officers, directors, employees,
14 agents, trustees, representatives, administrators, fiduciaries, assigns, subrogees, executors, partners,
15 parents, subsidiaries, joint employers, insurers, attorneys and related corporations of any of them,
16 from all claims, demands, rights, liabilities, losses, damages, actions, charges, attorneys' fees and
17 costs, expenses, penalties, injunctive relief, actions, and causes of action of every nature and
18 description whatsoever, known or unknown, asserted or that might have been asserted, whether in
19 tort, contract, common law, or for violation of any state or federal statute, rule or regulation, or local
20 ordinance arising out of, relating to, or in connection with Named Plaintiff's employment, application
21 for employment, or termination of employment with Defendant as well as any and all acts or
22 omissions by or on the part of Defendant. (The release set forth in this Paragraph B shall be referred
23 to hereinafter as the "General Release.")

24 With respect to the General Release, Named Plaintiff stipulates and agrees that, upon the
25 Date of Final Approval, Named Plaintiff shall be deemed to have expressly waived and relinquished,
26 to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the
27 California Civil Code, or any other similar provision under federal or state law, which provides:
28

1 **"SECTION 1542. [CERTAIN CLAIMS NOT AFFECTED BY**
2 **GENERAL RELEASE.] A GENERAL RELEASE DOES NOT**
3 **EXTEND TO CLAIMS THAT THE CREDITOR OR**
4 **RELEASING PARTY DOES NOT KNOW OR SUSPECT TO**
5 **EXIST IN HIS OR HER FAVOR AT THE TIME OF**
6 **EXECUTING THE RELEASE AND THAT, IF KNOWN BY**
7 **HIM OR HER WOULD HAVE MATERIALLY AFFECTED**
8 **HIS OR HER SETTLEMENT WITH THE DEBTOR OR**
9 **RELEASED PARTY."**

10 Accordingly, if the facts relating in any manner to this Settlement are found hereafter to be other
11 than or different from the facts now believed to be true, the release of claims contained herein shall
12 be effective as to all unknown claims.

13 **C. PAGA Release.**

14 Upon the date the Court's Final Approval Order becomes "Final" (as that term is defined in Section
15 I(E) above) and all payments are made by Defendant pursuant to this Agreement, Named Plaintiff
16 and all PAGA Employees waive, release, discharge, and promise never to assert in any forum any
17 and all civil penalties under the Private Attorneys General Act ("PAGA"), California Labor Code
18 section 2698 *et seq.*, and demands for related interest and attorneys' fees on the penalties, that were
19 asserted in the Litigation and/or letter sent to the Labor and Workforce Development Agency by
20 Plaintiff during the PAGA Settlement Period, or which could have been alleged in the Litigation
21 based on the facts asserted in the Litigation arising during the Settlement Period against Defendant
22 Modesto Restaurant Group, and its divisions, affiliates, predecessors, successors, shareholders,
23 officers, directors, employees, agents, trustees, representatives, administrators, fiduciaries, assigns,
24 subrogees, executors, partners, parents, subsidiaries, joint employers, insurers, attorneys, and related
25 corporations, individually and collectively. **VIII. SETTLEMENT ADMINISTRATOR**

26 Named Plaintiff and Defendant, through their respective counsel, have selected Phoenix
27 Settlement Administrators as the Settlement Administrator to administer the Settlement, which
28 includes but is not limited to distributing and responding to inquiries about the Notice of Proposed
Class Action Settlement and Workweek Dispute Form, determining the validity of any disputes and
opt-outs, and calculating all amounts to be paid from the Net Settlement Amount. Charges and
expenses of the Settlement Administrator, estimated to be no more \$15,000.00, will be paid from the

1 Settlement Amount. Any charges and expenses of the Settlement Administrator greater than the
2 allocated \$15,000.00 will come from the Settlement Amount. If the actual Settlement Administrator
3 fees are less than the Parties' estimation, the difference between the actual and estimated Settlement
4 Administrator fees will revert to the participating Settlement Class members. The Parties agree that
5 this Agreement may be provided to the Settlement Administrator to effectuate its implementation of
6 the settlement procedures herein.

7 **IX. NOTICE, OBJECTIONS AND EXCLUSION RIGHTS**

8 **A. Notice.**

9 Named Plaintiff and Defendant, through their respective attorneys, have jointly prepared a
10 Notice of Class Action and Proposed Settlement (the "Notice") and a Workweek Dispute Form,
11 which in substance will be provided to the members of the Settlement Class as follows:

12 As soon as practicable following Preliminary Approval of the Settlement, but no later than
13 thirty (30) calendar days after the Court's Preliminary Approval order, Defendant will provide to the
14 Settlement Administrator the following information about each Settlement Class member ("Class
15 List"): (1) name; (2) last known home address; (3) number of workweeks as a class member during
16 the Settlement Period or the dates of employment for each Settlement Class member; and (4) Social
17 Security number. Defendant further agrees to consult with the Settlement Administrator prior to the
18 production date to ensure that the format will be acceptable to the Settlement Administrator.
19 Plaintiff's Counsel shall also receive a redacted Class List that shall only disclose an identification
20 number attributed to each class member and the number of workweeks each class member worked
21 during the Settlement Period.

22 The Settlement Administrator shall run all the addresses provided through the United States
23 Postal Service NCOA database (which provides updated addresses for any individual who has moved
24 in the previous four years who has notified the U.S. Postal Service of a forwarding address) to obtain
25 current address information, and shall mail the Notice and Workweek Dispute Form to the members
26 of the Settlement Class via first-class regular U.S. Mail using the most current mailing address
27 information available, within ten (10) calendar days of the receipt of the Class List from Defendant.
28 The Notice shall provide the members of the Settlement Class forty-five (45) days' notice of all

1 applicable dates and deadlines.

2 The Notice will also include information regarding the nature of the Litigation; a summary
3 of the terms of the Settlement; the definition of the Settlement Class; a statement that the Court has
4 preliminarily approved the Settlement; the nature and scope of the claims being released; the
5 procedure and time period for objecting to the Settlement, the date and location of the Final Approval
6 hearing; information regarding the opt-out procedure; Defendant's calculation of the number of
7 Eligible Workweeks (defined further below) that each Settlement Class member has worked as an
8 employee in California at any time during the Settlement Period, and the estimated potential recovery
9 for the proposed Settlement Class Member. The Notice shall enclose the Workweek Dispute Form
10 for Settlement Class members.

11 For each Settlement Class member the Workweek Dispute Form will identify the number of
12 Eligible Workweeks that s/he was employed and inform the employee of his or her right to dispute
13 this number by completing and returning the form within forty five (45) days of the postmark date
14 of the Workweek Dispute Form. A Settlement Class member's receipt of his or her share of the Net
15 Settlement Payments is not conditional on the submission of the Workweek Dispute Form. Absent
16 the receipt of a Workweek Dispute Form, the number of workweeks identified in the Workweek
17 Dispute Form shall be deemed accurate. The settlement of any disputes concerning the number of
18 Eligible Workweeks is discussed in Section X, below.

19 If a Notice is returned from the initial notice mailing, the Settlement Administrator will
20 perform a skip trace in an attempt to locate a more current address. If the Settlement Administrator
21 is successful in locating a new address, it will re-mail the Notice to the Settlement Class member.
22 Further, any Notices returned with a forwarding address to the Settlement Administrator, as non-
23 deliverable before the deadline date, shall be sent to the forwarding address affixed thereto.

24 Should any member of the Settlement Class timely submit a Workweek Dispute Form with
25 a deficiency, the Settlement Administrator shall, within five (5) calendar days of receipt by the
26 Settlement Administrator of each timely submitted Workweek Dispute Form, send a deficiency
27 notice. The deficiency notice will provide the member of the Settlement Class no more than fourteen
28 (14) days from the mailing of the deficiency notice to postmark a written response to cure all

1 deficiencies. The failure of a member of Settlement Class to timely submit a Workweek Dispute or
2 timely respond to a notice of deficiency shall invalidate the dispute unless all Parties' counsel agree
3 to allow the dispute.

4 No later than twenty-one (21) days before the Final Approval Hearing, the Settlement
5 Administrator shall provide counsel for Defendant and Class Counsel with a declaration attesting to
6 the completion of the Notice process, including the number of attempts to obtain valid mailing
7 addresses for and re-sending of any returned Notices, as well as the number of valid Workweek
8 Dispute Forms, opt-outs and deficiencies that the Settlement Administrator received.

9 **B. Objections.**

10 In order for any Settlement Class member to object to this Settlement, or any term of it, the
11 person making the objection must not submit a request for exclusion (i.e., must not opt out). To
12 object to the Settlement in writing, a Class Member may send the objection to the Settlement
13 Administrator by forty-five (45) days after Notice of the Proposed Class Action Settlement was
14 initially mailed to the Settlement Class members. A Settlement Class member making an objection
15 may appear at the Final Approval Hearing with or without submitting any written objection. The
16 Settlement Class member may appear personally or through an attorney, at his or her own expense,
17 at the Final Approval hearing to present his or her objection directly to the Court. If a Settlement
18 Class member objects to the Settlement, the Settlement Class member will remain a member of the
19 Settlement Class and if the Court approves this Agreement, the Settlement Class member will be
20 bound by the terms of the Settlement and Final Approval Order in the same way and to the same
21 extent as a Settlement Class member who does not object. The date of mailing of the Notice to the
22 objecting Settlement Class member shall be conclusively determined according to the records of the
23 Settlement Administrator. The Court retains final authority with respect to the consideration and
24 admissibility of any Settlement Class member objections. Any Settlement Class member who
25 submits an objection may also participate in the settlement.

26 Named Plaintiff hereby endorses the Settlement as fair, reasonable and adequate and in the
27 best interests of the Settlement Class.

28 ///

C. Opportunity to be Excluded and Defendant's Opt-Out Threshold.

In order for any Settlement Class member to validly exclude himself or herself from the Settlement Class and the Settlement (i.e., to validly opt out), a written request for exclusion ("Request to be Excluded") must be signed by the Settlement Class member or his or her authorized representative and must be sent to the Settlement Administrator, postmarked by no later than forty five (45) days after the date the Settlement Administrator initially mails the Notice to the Settlement Class members. The Notice shall contain instructions on how to opt out.

The date of the initial mailing of the Notice, and the date the signed Request to be Excluded was postmarked, shall be conclusively determined according to the records of the Settlement Administrator. Any Settlement Class member who timely and validly submits a Request to be Excluded from the Settlement Class and the Settlement will not be entitled to any portion of the Net Settlement Payments, will not be bound by the terms and conditions of the Settlement, and will not have any right to object, appeal, or comment thereon.

Any member of the Settlement Class who does not timely file and mail a Request to be Excluded from the Settlement Class will be deemed included in the Settlement Class in accordance with this Settlement.

In the event that 10% or more of the Class Members exercise their right to exclude themselves and opt out of the Settlement and Settlement Agreement, Defendant retains the exclusive right, but not the obligation, to withdraw from and terminate the Settlement and the Settlement Agreement and return all parties back to their same position before the Settlement was reached and the Settlement Agreement was entered into. In the event that Defendant exercises such rights under this paragraph, the Plaintiff and Defendant shall resume the Litigation through and until there is a final settlement of the Litigation. Defendant must notify Class Counsel and the Court of such a decision to withdraw and terminate the Settlement no later than five (5) days prior to the date of the Final Approval Hearing. In the event of Defendant's withdrawal, no party may use the fact that the Parties agreed to the Settlement for any reason, and Defendant shall pay all administration expenses incurred through the date of its termination of the Settlement.

///

D. Cooperation

The Parties and their respective counsel agree not to encourage members of the Settlement Class to refrain from participating in the Settlement, to opt out of the Settlement, or to object to the Settlement, directly or indirectly, through any means. However, if a Settlement Class member contacts Class Counsel, Class Counsel may discuss the terms of the Settlement and the Settlement Class member's options.

X. DISPUTES PROCEDURE

Named Plaintiff and Defendant have agreed upon the following payment formula to resolve all disputes submitted by Settlement Class members during the Settlement Period.

The Settlement Administrator will calculate the total number of workweeks for all Class Members who were employed by Defendant during the Settlement Class Period ("Total Workweeks"). The value of each Workweek shall be determined by the Settlement Administrator by dividing the Net Settlement Fund by the total number of Workweeks available to the Class Members who do not opt out in accordance with Section IX(C) above during the Settlement Class Period ("Workweek Point Value").

An "Individual Settlement Payment" for each Class Member will then be determined by multiplying a Class Member's workweeks worked during the Class Period ("Eligible Workweeks") by the Workweek Point Value. Eligible Workweeks are calculated as the number of days between a Class Member's start date and end date working as an hourly-paid or non-exempt employee for Defendant during the Settlement Period, divided by seven. Where a Class Member has worked multiple eligible stints or tenures during the Settlement Period, the number of Eligible Workweeks in each eligible stint will be added together to produce a total number of Eligible Workweeks for that Class Member. The Individual Settlement Payment will be reduced by any required legal deductions, for each participating Class Member.

If a member of the Settlement Class does not dispute the number of Eligible Workweeks set forth in the Workweek Dispute Form, such person need not take further action to participate in the Settlement. If the member of the Settlement Class disputes the number of Eligible Workweeks set forth in the Workweek Dispute Form, such person must follow the directions in the Workweek

1 Dispute Form and in the Notice, including preparing a statement setting forth the number of Eligible
2 Workweeks that such person believes in good faith is correct, and stating that the member of the
3 Settlement Class authorizes the Settlement Administrator to review the Settlement Class member's
4 personnel file and leave management records to determine such information, and attaching any
5 relevant documentation in support thereof. The member of the Settlement Class must mail the signed
6 and completed statement no later than forty-five (45) days after the date of the mailing of the
7 Workweek Dispute Form, or the number of Eligible Workweeks set forth in the Notice and
8 Workweek Dispute Form will govern the Net Settlement Payment to the member of the Settlement
9 Class.

10 Upon timely receipt of any such challenge, the Settlement Administrator, in consultation with
11 Class Counsel and counsel for Defendant, will review the pertinent payroll records showing the dates
12 the Settlement Class member was employed and the pertinent leave(s) taken, which records
13 Defendant agrees to make available to the Settlement Administrator and Class Counsel.

14 After consulting with Class Counsel and counsel for Defendant, the Settlement Administrator
15 shall compute the number of Eligible Workweeks to be used in computing the Settlement Class
16 member's pro rata share of the Net Settlement Amount. In the event there is a disparity between the
17 dates a Settlement Class member claims he or she worked during the Settlement Period and the dates
18 indicated by Defendant's records, Defendant's records will control unless inconsistent with paycheck
19 stub(s) (or bona fide copies thereof) provided by the Settlement Class member, in which case the
20 paycheck stub(s) will control. The Settlement Administrator's decision as to the total number of
21 Eligible Workweeks shall be final and non-appealable. The Settlement Administrator shall send
22 written notice of the decision on any such claim to the Settlement Class member, to Class Counsel,
23 and counsel for Defendant within ten (10) calendar days of receipt of the dispute.

24 **XI. COMPUTATION AND DISTRIBUTION OF PAYMENTS**

25 **A. Distribution Formula.**

26 Members of the Settlement Class not opting out will receive a lump sum payment as good
27 and valuable consideration for the waiver and release of claims set forth in Section VII(A), above,
28 in an amount determined by the Settlement Administrator in accordance with the provisions of this

1 Agreement.

2 The lump sum payment to each member of the Settlement Class not excluding him/ herself
3 will be determined in accordance with the procedure set forth in Section X.

4 **B. Funding of Settlement.**

5 Within thirty (30) calendar days following the date on which the Court grants Final Approval
6 of the Settlement and a determination of the pro-rata share of the settlement amount to which each
7 member of the Settlement Class is entitled, Defendant will deposit the first half of the Settlement
8 Amount (totaling \$300,000.00) and the half of the Employer Taxes into an interest-bearing trust
9 account for the benefit of the participating Settlement Class members and Class Counsel, through
10 the Settlement Administrator.

11 Within 6 months after the first payment described above, Defendant will deposit the second
12 half of the Settlement Amount (totaling \$300,000.00) and the second half of the Employer Taxes
13 into the same trust account. In the event the Settlement Amount is increased pursuant to Section
14 XI(C) below, Defendant will deposit the additional funds within 6 months after the first payment
15 described above. At no time prior to Final Approval of the Settlement shall Defendant be required
16 to escrow any portion of the Settlement Amount.

17 **C. Potential Increase in Funding**

18 Defendant represents that there are approximately 56,179 Workweeks at issue for the
19 Settlement Class Members prior to the date of the parties' mediation on November 30, 2021. In the
20 event the number of Workweeks worked by the Settlement Class Members increases by more than
21 10%, or 5,618 Workweeks by the date of Preliminary Approval or April, 1, 2022, whichever is
22 earlier, then the Settlement Amount shall be increased proportionally by the Workweeks in the
23 Settlement Period in excess of 56,179 multiplied by the Workweek Value. The Workweek Value
24 shall be calculated by dividing the Settlement Amount by 56,179 Workweeks. The Parties agree that
25 the Workweek Value is \$10.68 (\$600,000.00 / 56,179 Workweeks). Thus, for example, should there
26 be 70,000 Workweeks in the Settlement Period, then the Settlement Amount shall be increased by
27 \$147,608.28 ((70,000 Workweeks – 56,179 Workweeks) x (\$10.68/Workweek)). The Settlement
28 Amount will not be reduced due to Defendant's estimate.

D. Time for Distribution.

The Settlement Administrator shall cause the Settlement Amount (inclusive of the Net Settlement Amount, the Court approved attorney's fees and Litigation costs, Court approved enhancement to Named Plaintiff, and PAGA Settlement) and the Employer Taxes to be mailed within twenty-one (21) calendar days following the date of funding the second installment of the Settlement Amount and accompanying Employer Taxes.

If a check is returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace search and, if another address is identified, shall mail the check to the newly identified address. Any settlement checks remaining uncashed after one hundred and eighty (180) days shall be deemed unpaid residue pursuant Code of Civil Procedure Section 384(a). In accordance with Code of Civil Procedure Section 384, the parties shall follow the procedure set for in (1) – (5) below in regard to unpaid residue:

- (1) Unpaid residue (uncashed or returned checks) will be paid, *with interest*, to California Rural Legal Assistance, Inc., 1430 Franklin Street, Suite 103, Oakland, CA 94612, which has been selected by the parties as a nonprofit organization that operates in the counties in which the Settlement Class lives and that supports projects that will benefit the class or similarly situated persons, or that promotes the law consistent with the objectives and purposes of the underlying causes of action, and that provides civil legal services to the indigent.
- (2) The attorneys for the parties shall file, with the Motion for Final Approval, a stand-alone Stipulation to Amend Judgment and Proposed Stipulated Amended Judgment (Section 384) memorializing the parties' agreement to amend the judgment to adopt the administrator's determination of amount of unpaid residue, plus interest, if any, from the date of entry of the initial judgment, to be paid to the *cy pres*;
- (3) The parties shall attach to the Stipulation a [Proposed] Stipulated Amended Judgment form with a signature line for the court and blanks for the amount of residue plus interest to be added to the judgment and the total amount of the amended judgment;

- 1 (4) Along with the Final Report, the administrator shall file, with the court, a photocopy of
2 the attorneys' Stipulation to Amend Judgment along with a [Proposed] Stipulated
3 Amended Judgment form with the amount of residue plus interest to be added to the
4 judgment and the total amount of the judgment, plus interest, filled in;
5 (5) The court signs and enters the Stipulated Amended Judgment;
6 (6) In such event, the Class Members and PAGA Employees will nevertheless remain bound
7 by this Settlement Agreement, including the release of the Released Claims.

8 **XII. NO CONTRIBUTIONS TO EMPLOYEE BENEFIT PLAN**

9 The amounts paid under this Agreement do not represent a modification of any previously
10 credited hours of service under any employee benefit plan, policy, or bonus program sponsored by
11 Defendant. Such amounts will not form the basis for additional contributions to, benefits under, or
12 any other monetary entitlement under, benefit plans (self-insured or not) sponsored by Defendant,
13 policies or bonus programs. Any payments made under the terms of this Settlement shall not be
14 applied retroactively, currently or on a going forward basis as salary, earnings, wages, or any other
15 form of compensation for the purposes of Defendant's benefit plan, policy or bonus program.
16 Defendant retains the right to modify the language of their benefit plans, policies and bonus programs
17 to effect this intent and to make clear that any amounts paid pursuant to this Settlement are not for
18 "hours worked," "hours paid," "hours of service," or any similar measuring term as defined by
19 applicable plans, policies and bonus programs for purpose of eligibility, vesting, benefit accrual, or
20 any other purpose, and that additional contributions or benefits are not required by this Settlement.

21 **XIII. CLASS COUNSEL ATTORNEYS' FEES AND LITIGATION COSTS**

22 Defendant shall not oppose an application by Class Counsel for, and Class Counsel shall not
23 seek or receive an amount in excess of \$200,000.00, which represents 33 1/3% of the Settlement
24 Amount for all past and future attorneys' fees necessary to prosecute, settle and administer the
25 Litigation and this Settlement. Additionally, Defendant shall not oppose an application by Class
26 Counsel for, and Class Counsel shall not seek or receive an amount in excess of \$25,000.00, which
27 represents all past and future Litigation costs and expenses necessary to prosecute, settle and
28 administer the Litigation and this Settlement. Any attorneys' fees or Litigation costs awarded to

Class Counsel by the Court as part of the Settlement Amount shall be deducted from the Settlement Amount for the purpose of determining the Net Settlement Amount. The “future” aspect of these amounts include, without limitation, all time and expenses expended by Class Counsel in defending the Settlement and securing preliminary and Final Approval (including any appeals therein). There will be no additional charge of any kind to either the members of the Settlement Class or request for additional consideration from Defendant for such work. This amount shall include all attorneys’ fees, Litigation costs, and expenses for which Named Plaintiff and Class Counsel could claim under any legal theory whatsoever. Within twenty-one (21) calendar days following the date the settlement is funded pursuant to Section XI(B), the Settlement Administrator shall disburse payment from the Settlement Amount for the amount of attorneys’ fees and Litigation costs approved by the Court to Class Counsel. Should the Court approve a lesser percentage or amount of fees and/or Litigation costs than the amount that Class Counsel ultimately seeks, then any such unapproved portion or portions shall revert into the Net Settlement Amount to be distributed between the participating Settlement Class Members on a pro-rata basis.

XIV. ENHANCEMENT TO NAMED PLAINTIFF

Defendant shall not oppose an application by Named Plaintiff, and Named Plaintiff shall not seek or receive an amount in excess of \$8,000.00 for her participation in and assistance with the Litigation (*i.e.*, Named Plaintiff’s class representative enhancement / service award). Any enhancement awarded to Named Plaintiff by the Court as part of the Settlement Amount shall be deducted from the Settlement Amount for the purpose of determining the Net Settlement Amount, and shall be reported on IRS Form 1099. If the Court approves an enhancement of less than \$8,000.00 to Named Plaintiff, then the unapproved portion or portions shall revert into the Net Settlement Amount to be distributed between the participating Settlement Class Members on a pro-rata basis.

XV. TAXATION AND ALLOCATION

The Parties agree that all employment taxes and other legally required withholdings will be withheld from payments to the members of the Settlement Class and Named Plaintiff based on the Parties stipulated allocation of the Net Settlement Amount as provided for in this Section.

In Defendant's sole discretion, and to which Named Plaintiff and Class Counsel do not object, the amount of federal income tax withholding will be based upon a flat withholding rate for supplemental wage payments in accordance with Treas. Reg. § 31.3402(g)-1(a)(2) as amended or supplemented. Income tax withholding will also be made pursuant to applicable state and/or local withholding codes or regulations.

For withholding tax characterization purposes and payment of taxes, the Net Settlement Amount shall be deemed and is allocated by the Parties as follows ("Net Settlement Allocation"):

- (1) 33 1/3 % as wages; and
- (2) 66 2/3 % as penalties and interest.

Forms W-2 and/or Forms 1099 will be distributed at times and in the manner required by the Internal Revenue Code of 1986 (the "Code") and consistent with this Agreement, by the Settlement Administrator. If the Code, the regulations promulgated thereunder, or other applicable tax law, is changed after the date of this Agreement, the processes set forth in this Section may be modified in a manner to bring Defendant into compliance with any such changes.

Finally, any and all Employer Taxes which Defendant normally would be responsible for paying based on the Net Settlement Payments made to the individual Class Members will be paid by Defendant in addition to and not as a deduction from the Settlement Amount based on the stipulated Net Settlement Allocation.

XVI. PRIVATE ATTORNEY GENERAL ACT ALLOCATION

A. PAGA Payment Amount.

In order to implement the terms of this Settlement and to settle claims alleged under the Private Attorneys' General Act, California *Labor Code* section 2698 *et seq.*, the Parties agree to allocate \$25,000.00 from the Settlement Amount as penalties authorized by the California Labor Code Private Attorneys General Act of 2004 (PAGA Settlement). Seventy-five percent (75%) of the PAGA Settlement (totaling \$18,750) will be paid to the Labor and Workforce Development Agency and 25% of the PAGA Settlement (totaling \$6,250) will be distributed to the PAGA Employees, through the Settlement Administrator and at no additional cost to Defendant. A Request to be Excluded does not exclude a PAGA Employee from the release of claims under California Labor

Code § 2698, *et seq.* under the PAGA Release set forth in this Agreement, and a PAGA Employee will receive his or her Individual PAGA **Settlement** Payment even if he or she submits a valid Request to be Excluded.

Within twenty one (21) calendar days following the date the settlement is funded pursuant to Section XI(B), the Settlement Administrator shall disburse the 75% of the PAGA Settlement to the California Labor and Workforce Development Agency ("LWDA") and Plaintiff's counsel will provide notice to the LWDA of the fact that the settlement has been approved by the court along with a copy of the settlement agreement and the court order confirming the approval of the settlement through the appropriate LWDA/DIR website.

B. PAGA Distribution Formula.

The Settlement Administrator will calculate the total number of PAGA Pay Periods for all PAGA Employees who were employed by Defendant during the PAGA Settlement Period ("Total PAGA Pay Periods"). The value of each PAGA Pay Period shall be determined by the Settlement Administrator by dividing the employees' 25% portion of the PAGA Settlement (\$6,250) by the total number of Pay Periods available to PAGA Employees who do not opt out in accordance with Section IX(C) above ("Pay Period Point Value").

An "Individual PAGA Settlement Payment" for each PAGA Employee will then be determined by multiplying a PAGA Employee's workweeks worked during the PAGA Settlement Period ("Eligible Pay Periods") by the Pay Period Point Value. Eligible Pay Periods are calculated as the number of days between a PAGA Employee's start date and end date working as an hourly-paid or non-exempt employee for Defendant during the PAGA Settlement Period, divided by 14. Where a PAGA Employee has worked multiple eligible stints or tenures during the PAGA Settlement Period, the number of Eligible Pay Periods in each eligible stint will be added together to produce a total number of Eligible Pay Periods for that PAGA Employee. The Individual PAGA Settlement Payment will be reduced by any required legal deductions, for each participating PAGA Employee.

C. Taxation and Allocation.

The PAGA Settlement comprises payments for penalties and interest. It shall not be deemed as wages and no contribution regarding taxes are to be paid by Defendant regarding any portion of the PAGA

1 Settlement. Forms 1099 regarding the PAGA Settlement will be distributed at times and in the
2 manner required by the Internal Revenue Code of 1986 (the “Code”) and consistent with this
3 Agreement, by the Settlement Administrator.

4 **XVII. COURT APPROVAL**

5 This Agreement and the Settlement is contingent upon Final Approval by the Court and the
6 entry of judgment. Named Plaintiff and Defendant agree to take all steps as may be reasonably
7 necessary to secure both Preliminary Approval and Final Approval of the Settlement, to the extent
8 not inconsistent with the terms of this Agreement, and will not take any action adverse to each other
9 in obtaining court approval, and, if necessary, appellate approval, of the Settlement in all respects.
10 Named Plaintiff and Defendant expressly agree that they will not file any objection to the terms of
11 the Settlement or assist or encourage any person or entity to file any such objection.

12 In the event it becomes impossible to secure approval of the Settlement, the Parties shall be
13 restored to their respective positions in the Litigation, as of the date of the hearing on the Motion for
14 Preliminary Approval, except as otherwise provided in Section XVIII, below.

15 **XVIII. MISCELLANEOUS PROVISIONS**

16 **A. Stay of Litigation.**

17 Named Plaintiff and Defendant agree to the stay of all discovery in the Litigation, pending
18 Final Approval of the Settlement by the Court.

19 **B. Interpretation of the Agreement.**

20 This Agreement constitutes the entire agreement between Named Plaintiff and Defendant.
21 Except as expressly provided herein, this Agreement has not been executed in reliance upon any
22 other written or oral representations or terms, and no such extrinsic oral or written representations or
23 terms shall modify, vary or contradict its terms. In entering into this Agreement, the Parties agree
24 that this Agreement is to be construed according to its terms and may not be varied or contradicted
25 by extrinsic evidence. The Agreement will be interpreted and enforced under the laws of the State
26 of California, both in its procedural and substantive aspects, without regard to its conflict of laws
27 provisions. Any claim arising out of or relating to the Agreement, or the subject matter hereof, will
28 be resolved solely and exclusively in the Superior Court of the State of California for the County of

Los Angeles, and Named Plaintiff and Defendant hereby consent to the personal jurisdiction of the Court over them solely in connection therewith. Named Plaintiff, on her own behalf and on behalf of the Settlement Class, and Defendant participated in the negotiation and drafting of this Agreement and had available to them the advice and assistance of independent counsel. As such, neither Named Plaintiff nor Defendant may claim that any ambiguity in this Agreement should be construed against the other.

The terms and conditions of this Agreement constitute the exclusive and final understanding and expression of all agreements between Named Plaintiff and Defendant with respect to the Settlement of the Litigation. The Agreement may be modified only by a writing signed by the original signatories and approved by the Court.

C. Further Cooperation.

Named Plaintiff and Defendant and their respective attorneys shall proceed diligently to prepare and execute all documents, to seek the necessary approvals from the Court, and to do all things reasonably necessary or convenient to consummate the Agreement as expeditiously as possible.

D. Confidentiality of Documents.

After the expiration of any appeals period, Named Plaintiff, the Settlement Administrator, and Class Counsel shall maintain the confidentiality of all documents, deposition transcripts, declarations and other information obtained in the lawsuit, unless necessary for appeal or such documents are ordered to be disclosed by the Court or by a subpoena. After the expiration of any appeals period, Named Plaintiff and her counsel shall destroy or delete documents or copies or digital records of documents produced by Defendant and its counsel regarding the Settlement Class members such as wage statements and payroll records, other than documents which pertain directly to Named Plaintiff.

E. Counterparts.

The Agreement may be executed in one or more actual or non-original counterparts, all of which will be considered one and the same instrument and all of which will be considered duplicate originals.

F. Authority.

Each individual signing below warrants that he or she has the authority to execute this Agreement on behalf of the party for whom or which that individual signs.

G. No Third-Party Beneficiaries.

Named Plaintiff, members of the Settlement Class, and Defendant are direct beneficiaries of this Agreement, but there are no third-party beneficiaries.

H. Modification.

This Agreement may not be changed, altered, or modified, except in a writing signed by the Parties, and approved by the Court. Notwithstanding the forgoing, the Parties agree that any dates contained in this Agreement may be modified by agreement of the Parties in writing without Court approval if the Parties agree and cause exists for such modification. This Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties.

I. Deadlines Falling on Weekends or Holidays.

To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday, or legal holiday, that deadline shall be continued until the following business day.

J. Severability.

In the event that any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defendant's Counsel and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

APPROVED AS TO FORM AND CONTENT:

Date: 2/10/2022, 2022

ON BEHALF OF PLAINTIFF:

By: 
REC36537AE1644E
LETICIA RODRIGUEZ, Plaintiff

1 Date: 2/4, 2022

ON BEHALF OF DEFENDANT:

2 By: Jeff Casaretto
3 Name: Jeff Casaretto
4 Position: Managing Member
5 For MODESTO RESTAURANT GROUP,
6 LLC

7 APPROVED AS TO FORM:

8 Date: February 10, 2022

WILSHIRE LAW FIRM

9 By: Justin F. Marquez
10 Benjamin H. Haber
11 Rachel J. Vinson
12 *Attorneys for Plaintiff*

13 Date: February 7, 2022

CALL & JENSEN

14 By: Jacqueline Beaumont
15 Jacqueline Beaumont
16 L. Lisa Sandoval
17 *Attorneys for Defendant*

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WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd., 12th Floor
Los Angeles, CA 90010-1137

Exhibit A

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF STANISLAUS
Leticia Rodriguez v. Modesto Restaurant Group, LLC
Case No. CV-21-0002691

Indicate Name/Address Changes, if any:

<<Name>>

<<Address>>

<<City>>, <<State>> <<Zip Code>>

XX - XX -

**YOU MAY BE ENTITLED TO RECEIVE MONEY FROM A SETTLEMENT.
DEFENDANT WILL NOT RETALIATE AGAINST YOU FOR PARTICIPATING IN THIS
SETTLEMENT.**

THIS NOTICE AFFECTS YOUR RIGHTS. PLEASE READ IT CAREFULLY.

A California court authorized this notice. This is not a solicitation from a lawyer.

YOU ARE HEREBY NOTIFIED that a proposed settlement (“the Settlement”) of the above-captioned class action (“the Litigation”) filed in the Stanislaus County Superior Court has been reached by MODESTO RESTAURANT GROUP, LLC, (“Modesto Restaurant Group”) and LETICIA RODRIGUEZ (“Plaintiff”), an individual, on behalf of herself and all others similarly situated and has been granted Preliminary Approval by the Court supervising the Litigation. The Stanislaus County Superior Court has ordered that this Class Notice be sent to you because you may be a Settlement Class member. The purpose of this Class Notice is to inform you of the Settlement of this class action and your legal rights under the Settlement as follows:

- Modesto Restaurant Group has agreed to settle a lawsuit brought on behalf of all persons who worked for Modesto Restaurant Group in California as an hourly-paid or non-exempt employee during the period from January 21, 2017 through **date the Court grants preliminary approval or April 1, 2022, whichever is earlier** (the “Settlement Period”) (hereafter, “Settlement Class”).
- The proposed Settlement resolves all alleged claims regarding the following wage and hour policies and/or practices of Modesto Restaurant Group: overtime and/or double time wage, minimum wage, regular/straight time wage, failure to pay for all hours worked, meal and rest breaks (including first and second meal breaks) and any premiums thereon, wage statement violations, waiting time penalties, or other penalties of any kind arising from an alleged failure to pay wages. The settlement avoids costs and risks to you from continuing the lawsuit, pays money to employees, and releases Modesto Restaurant Group from liability for these claims.
- The parties in the lawsuit disagree on whether Modesto Restaurant Group is liable for the allegations raised in this case, whether this case could be certified as a class action or proceed on a representative basis, and how much money could have been won if the plaintiff won at trial.
- **Your legal rights may be affected. Read this notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Get a Payment	If you are a member of the Settlement Class, you will automatically receive a payment if you do not exclude yourself. If you accept a payment and do not exclude yourself you will give up certain rights as set forth on page 4 below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below.
Exclude Yourself	Get no payment. Send a letter to the Settlement Administrator as provided below. This is the only option that allows you to bring your own claim against Modesto Restaurant Group about the legal claims in this case. The Settlement will bind all Settlement Class Members who do not request exclusion.
Object	Write to the Court about why you do not like the settlement. Directions are provided below.

WHY DID YOU RECEIVE THIS NOTICE?

This notice explains a proposed settlement of a lawsuit and informs you of your legal rights under that proposed settlement. You are receiving this notice because you may be a member of a class on whose behalf this lawsuit has been brought.

WHAT IS THIS LAWSUIT ABOUT?

Plaintiff filed this lawsuit in Stanislaus County Superior Court on behalf of the Settlement Class. The lawsuit alleges that members of the Settlement Class were not paid for or properly provided meal breaks, were not paid for or properly authorized and permitted rest breaks, were not issued accurate itemized wage statements, were not paid all minimum, straight time, and overtime wages, were not timely paid all wages due at termination and/or resignation, were subjected to unfair competition, and are entitled to civil penalties under California's Private Attorneys General Act. The lawsuit seeks recovery of wages, restitution, statutory and civil penalties, interest, and attorneys' fees and costs.

Class Counsel conducted information discovery concerning the claims and defenses set forth in the litigation, and the parties agreed to enter into settlement negotiations in an attempt to informally resolve the claims in the Litigation after exchanging relevant information and evidence. On November 30, 2021, the parties participated in a mediation with Kelly Knight, an experienced and well-respected wage and hour class action mediator. With Mr. Knight's guidance, 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, Wilshire Law Firm, PLC ("Class Counsel"), have investigated and researched the facts and circumstances underlying the issues raised in the Litigation and the applicable law. While Class Counsel believe that the claims alleged in the Litigation 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 the Settlement Class.

Modesto Restaurant Group denies any liability or wrongdoing of any kind associated with the claims alleged in the lawsuit. Modesto Restaurant Group contends, among other things, that they complied at all times with the California Labor Code, the California Business and Professions Code, and all other applicable law. Modesto Restaurant Group further denies that the lawsuit is appropriate for class treatment

for any purpose other than settling this lawsuit. By agreeing to settle, Defendant is not admitting liability on any of the factual allegations or claims in the Litigation, or that the Litigation can or should proceed as a class or representative action. Defendant has agreed to settle the case as part of a compromise with Plaintiff.

The Court has made no ruling and will make no ruling on the merits of the Litigation and its allegations and claims.

SUMMARY OF THE SETTLEMENT

A. Why is there a Settlement?

The Court did **not** decide in favor of the Plaintiff or Modesto Restaurant Group. Plaintiff thinks she would have prevailed on his claims at a trial. Modesto Restaurant Group does not think that Plaintiff would have won anything from a trial. But there was no trial. Instead, both sides agreed to a settlement. That way, they avoid the costs, risks, and uncertainty of a trial, and the class members will get compensation. Plaintiff and Plaintiff's attorneys believe the settlement is fair, reasonable, adequate, and in the best interests of all class members.

B. Who is in the Class?

The Settlement Class consists of all persons who worked for Modesto Restaurant Group in California as an hourly-paid or non-exempt employee during the Settlement Period.

C. What does the Settlement provide?

1. Settlement Amount

Modesto Restaurant Group will pay a total of Six Hundred Thousand Dollars and Zero Cents (\$600,000.00) (the "Settlement Amount") to settle the lawsuit.

The following sums will be paid from the Settlement Amount: all Net Settlement Payments (inclusive of all employment taxes and all other legally required withholdings that would otherwise be due from the individual class members) to the Settlement Class, Attorneys' Fees (not to exceed 33 ⅓ % of the Settlement Amount, or \$200,000.00), Litigation Expenses not to exceed \$25,000.00, Settlement Administrative Costs in an amount estimated not to exceed \$15,000.00, the PAGA Settlement Payment in the amount of \$25,000.00, and an enhancement payment to the Named Plaintiff not to exceed \$8,000.00. Any and all Employer Taxes which Modesto Restaurant Group normally would be responsible for paying on the Net Settlement Payments made to individual Class Members will be paid by Modesto Restaurant Group separate and apart from the Settlement Amount.

The funds used for the Settlement Amount shall be paid to the Settlement Administrator. The Settlement Administrator shall disburse the Court-approved enhancement to the Named Plaintiff, Court-approved Attorneys' Fees and Litigation Expenses, Settlement Administration Costs, and the PAGA Settlement Payment at the same time and manner as the Net Settlement Payments to the Settlement Class members. Any charges and expenses of the Settlement Administrator greater than the estimated \$15,000.00 will come from the Settlement Amount. If the actual Settlement Administrator fees are less than the estimation, the difference between the actual and estimated Settlement Administrator fees will revert to the participating Settlement Class members.

2. Net Settlement Amount

“Net Settlement Amount” means the Settlement Amount minus the Attorneys’ Fees, Litigation Expenses, Settlement Administrative Costs, the portion of the PAGA Settlement payment payable to the Labor and Workforce Development Agency, and the enhancement payment to the Named Plaintiff.

3. Your Individual Payment Amount.

The Settlement Administrator will calculate the total number of workweeks for all Class Members who were employed by Modesto Restaurant Group during the Settlement Period (“Total Workweeks”). The value of each Workweek shall be determined by the Claims Administrator by dividing the Net Settlement Amount by the total number of Workweeks available to the Class Members who do not “opt out” (as defined on pages 5-6 below) during the Settlement Period (“Workweek Point Value”).

An “Individual Settlement Payment” for each Class Member will then be determined by multiplying a Class Member’s workweeks (“Eligible Workweeks”) by the Workweek Point Value. Eligible Workweeks are calculated as the number of days between a Class Member’s start date and end date working as an hourly-paid or non-exempt employee for Defendant during the Settlement Period, divided by seven. Where a Class Member has worked multiple eligible stints or tenures during the Settlement Period, the number of Eligible Workweeks in each eligible stint will be added together to produce a total number of Eligible Workweeks for that Class Member. The Individual Settlement Payment will be reduced by any required legal deductions, for each participating Class Member. If there are any timely and valid requests for exclusion or disputes regarding the number of workweeks worked, the Settlement Administrator shall proportionately adjust each participating Class Member’s share of the Net Settlement Amount according to the number of Eligible Workweeks worked, so that the amount actually distributed to the participating Class Members equals 100% of the Net Settlement Amount.

PAGA Civil Penalties Payment: The parties have agreed to allocate \$25,000 towards the settlement of the PAGA claims in the litigation. \$18,750 will be paid to the State of California Labor and Workforce Development Agency, representing its 75% share of the civil penalties. The remaining \$6,250 will be allocated to PAGA employees, which are persons who worked for Modesto Restaurant Group in California as an hourly-paid or non-exempt employee during the PAGA Settlement Period of January 25, 2020 through the date the Court grants preliminary approval of the settlement or April 1, 2022, whichever is earlier. The PAGA employees will be paid proportionately their share of the \$6,250 based on pay periods worked during the PAGA Settlement Period, calculated as the number of days between a PAGA Employee’s start date and end date working as an hourly-paid or non-exempt employee for Defendant during the PAGA Settlement Period, divided by 14, then further divided by the overall number of PAGA pay periods worked during the PAGA Settlement Period, and multiplied by the total \$6,250 settlement portion to employees.

4. Tax Matters

The Settlement Administrator will distribute IRS Forms W-2 and 1099 (and the equivalent California forms) to Settlement Class members reflecting the payments each Settlement Class member receives under the Settlement. For tax purposes, Net Settlement Payments will be allocated as follows: 33 1/3 % as wages and 66 2/3 % as penalties and interest. Forms W-2 and/or Forms 1099 will be distributed at times and in the manner required by the Internal Revenue Code and the California Franchise Tax Board. Payments of PAGA Settlement amounts will be allocated as penalties and interest, and Forms 1099 will be distributed accordingly.

Interest and penalties paid under this Settlement shall not be subject to federal, state and local payroll withholding taxes. The Settlement Administrator shall issue an IRS form 1099 for payments of interest and penalties. The usual and customary deductions will be taken out of the amounts attributable to unpaid wages. Settlement Class members should consult with their tax advisors concerning the tax consequences of the payment they receive under the Settlement.

D. What are you giving up to get a payment and stay in the Class?

Upon the date the Court's Final Approval Order becomes "Final" (as that term is defined in Section I(E) in the Settlement Agreement) and all payments are made by Modesto Restaurant Group pursuant to the Settlement Agreement, Named Plaintiff and all members of the Settlement Class (except those that make a valid and timely request to be excluded from the Settlement Class and Settlement) waive, release, discharge, and promise never to assert in any forum any and all wage or penalty-related claims, including all claims for damages, attorneys' fees and costs, expenses, penalties, and injunctive relief, that were alleged in the Litigation or which could have been alleged in the Litigation based on the facts asserted in the Litigation arising during the Settlement Period against Modesto Restaurant Group, and its divisions, affiliates, predecessors, successors, shareholders, officers, directors, employees, agents, trustees, representatives, administrators, fiduciaries, assigns, subrogees, executors, partners, parents, subsidiaries, joint employers, insurers, attorneys, and related corporations, individually and collectively, including but not limited to: 1) all claims, under any legal theory of liability, for the failure to pay overtime or double time wages owed pursuant to California Labor Code §§ 204, 510, 1194, and 1198, the IWC Wage Orders or any comparable federal statute under any theory of liability; 2) all claims, under any legal theory of liability, for the failure to pay all wages of any kind, including any minimum wage or straight time wages, owed pursuant to California Labor Code §§ 204, 510, 1194, 1194.2, and 1198, the IWC Wage Orders, or any comparable federal statute under any theory of liability; 3) all claims, under any legal theory of liability, for failure to provide meal breaks pursuant to California Labor Code §§ 226.7 and 512, and the IWC Wage Orders; 4) all claims, under any legal theory of liability, for the failure to authorize and permit rest periods pursuant to California Labor Code § 226.7 and the IWC Wage Orders; 5) all claims, under any legal theory of liability, for the failure to properly calculate any premiums owed and/or paid pursuant to California Labor Code § 226.7(b); 6) all claims, under any legal theory of liability, for violation of Business & Professions Code §§ 17200, *et seq.*; 7) all claims, under any legal theory of liability, for penalties pursuant to PAGA (Labor Code §§ 2698 *et seq.*); 8) all claims, under any legal theory of liability, for any penalties of any kind arising from an alleged failure to pay final wages or other amounts allegedly owed to Class Members pursuant to California Labor Code §§ 201-203; 9) all claims, under any legal theory of liability, for any penalties of any kind arising from any alleged wage statement or recordkeeping violations pursuant to California Labor Code §§ 226, 1174, and 1174.5; and 10) all claims, under any legal theory of liability, for any penalties or any other amounts that could be potentially owed to Class Members arising out of and/or related to the allegations in the Lawsuit arising during the Settlement Period, including penalties owed pursuant to California Labor Code §§ 210, 226.3, 558, and 1197.1.

PAGA Release: In addition, upon the date the Court's Final Approval Order becomes "Final" (as that term is defined in Section I(E) above) and all payments are made by Defendant pursuant to this Agreement, Named Plaintiff and all PAGA Employees waive, release, discharge, and promise never to assert in any forum any and all civil penalties under the Private Attorneys General Act ("PAGA"), California Labor Code section 2698 *et seq.*, and demands for related interest and attorneys' fees on the penalties, that were asserted in the Litigation and/or letter sent to the Labor and Workforce Development Agency by Plaintiff during the PAGA Settlement Period, or which could have been alleged in the Litigation based on the facts asserted in the Litigation arising during the Settlement Period against Defendant Modesto Restaurant Group, and its divisions, affiliates, predecessors, successors, shareholders, officers, directors, employees, agents, trustees, representatives, administrators, fiduciaries, assigns, subrogees, executors, partners,

parents, subsidiaries, joint employers, insurers, attorneys, and related corporations, individually and collectively. A Request to be Excluded does not exclude a PAGA Employee from the release of claims under California Labor Code § 2698, *et seq.* under the PAGA Release set forth in this Agreement, and a PAGA Employee will receive his or her Individual PAGA Settlement Payment even if he or she submits a valid Request to be Excluded.

THE FINAL APPROVAL HEARING

The Court will conduct a Final Approval Hearing regarding the proposed settlement (the “Final Approval Hearing”) on [REDACTED], 2022, at 801 10th Street, Modesto, CA 95354, in Department 24 of the Stanislaus County Superior Court. The Court will determine: (i) whether the settlement should be given the Court’s final approval as fair, reasonable, adequate and in the best interests of the Settlement Class members; (ii) whether the Settlement Class members should be bound by the terms of the settlement; (iii) the amount of the attorneys’ fees and costs to Plaintiff’s counsel; (iv) the amount that should be provided to the Settlement Administrator for the costs of administering the Settlement; (v) the amount that should be awarded to the Plaintiff as an enhancement payment; and (vi) the amount that should be paid to the Labor and Workforce Development Agency as its portion of the penalties claimed and settled under the Private Attorneys General Act. At the Final Approval Hearing, the Court will hear all objections, as well as arguments for and against the proposed Settlement. You have a right to attend this hearing, but you are not required to do so. You also have the right to hire an attorney to represent you, or to enter an appearance and represent yourself.

The Final Approval Hearing may be continued without further notice to the Class. You may contact Plaintiff’s counsel, listed in this Notice, to inquire into the date and time of the Final Approval Hearing.

Condition of Settlement. This Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class.

WHAT ARE YOUR OPTIONS?

- **OPTION 1 – GET A PAYMENT**

IF YOU ARE A MEMBER OF THE SETTLEMENT CLASS AND WISH TO RECEIVE YOUR SHARE OF THE SETTLEMENT, THEN YOU DO NOT HAVE TO DO ANYTHING AND YOU WILL AUTOMATICALLY RECEIVE A SETTLEMENT PAYMENT. YOU ARE NOT REQUIRED TO GO TO COURT OR PAY ANYTHING TO THE LAWYERS IN THIS CASE.

The estimated amount of your Individual Settlement Payment is set forth on the Workweek Dispute Form which accompanies this Notice.

The amount of the Individual Settlement Payment paid to each Settlement Class member is based upon the number of workweeks you worked between January 21, 2017 through date the Court grants preliminary approval or April 1, 2022, whichever is earlier. The number of workweeks applicable to your claim is also set forth on the accompanying Workweek Dispute Form. If you believe that the number of workweeks stated is incorrect, you may dispute the number of workweeks by following the instructions on the Workweek Dispute Form. If you believe that the number of workweeks stated is correct, you do not have to do anything.

The Settlement Payment you will receive will be a full and final settlement of your released claims described in Section D above.

- **OPTION 2 – EXCLUDE YOURSELF FROM THE SETTLEMENT**

You have a right to exclude yourself (“opt out”) from the Settlement Class, but if you choose to do so, you will not receive any benefits from the proposed settlement. You will **not** be bound by a judgment in this case and you will have the right to file your own lawsuit against Modesto Restaurant Group, subject to time limits called statute of limitations and other potential defenses that Modesto Restaurant Group may assert, and to pursue your own claims in a separate suit.

You can opt out of the Settlement Class by completing the form on **Page 8** of this Notice and mailing it by First Class U.S. Mail or equivalent to the Settlement Administrator at the following address: **[INSERT ADMINISTRATOR’S CONTACT INFORMATION]**. To be valid, your request for exclusion must be postmarked no later than **[45 days after mailing]**.

- **OPTION 3 – OBJECT TO THE SETTLEMENT**

If you wish to remain a Settlement Class member, but you object to the proposed settlement (or any of its terms) and wish the Court to consider your objection at the Final Approval Hearing, you may object to the proposed settlement in writing. You may also appear at the Final Approval Hearing, either in person or through an attorney at your own expense.

Any written objection may be mailed to the Settlement Administrator at **[Address]** by **[45 days after mailing]**.

PLAINTIFF’S/CLASS COUNSEL

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CHANGE OF ADDRESS

If you move after receiving this Notice, if it was misaddressed, or if for any reason you want your Settlement Award or future correspondence concerning this Litigation to be sent to a different address, you must supply your preferred address to the Settlement Administrator at:

Phoenix Class Action Administration Solutions

[insert address]

[insert address]

ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?

The above is a only summary of the basic terms of the settlement. For the precise terms and conditions of the settlement, you may review the detailed “Stipulation of Settlement” which is available for viewing online on the following website:

URL: **[Insert website provided by Settlement Administrator]**

The pleadings and other records in the lawsuit are also available on the website.

ANY INQUIRIES BY CLASS MEMBERS REGARDING THIS CLASS NOTICE AND/OR SETTLEMENT SHOULD BE MADE TO PLAINTIFF’S COUNSEL LISTED ABOVE OR TO THE SETTLEMENT ADMINISTRATOR, Phoenix Class Action Administrators, P.O. Box 7208, Orange, CA, 9286, (800) 523-5773. Please refer to the *Leticia Rodriguez v. Modesto Restaurant Group, LLC* Class Action Settlement.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT OR THE SETTLEMENT PROCESS

**[COMPLETE THIS FORM *ONLY IF YOU CHOOSE TO*
NOT PARTICIPATE IN THIS SETTLEMENT AND
CHOOSE *NOT* TO RECEIVE A SETTLEMENT SHARE]**

OPT-OUT FORM

Leticia Rodriguez v. Modesto Restaurant Group, LLC
STANISLAUS COUNTY SUPERIOR COURT CASE NUMBER CV-21-0002691

INSTRUCTIONS: TO OPT-OUT OF THE SETTLEMENT, YOU MUST COMPLETE, SIGN AND MAIL THIS FORM BY FIRST CLASS U.S. MAIL OR EQUIVALENT, POSTAGE PAID, POSTMARKED ON OR BEFORE **[+45 DAYS FROM MAILING]**, ADDRESSED TO:

INSERT ADMINISTRATOR INFO

Please fill in all of the following information (type or print):

NAME (First, Middle, Last): _____
STREET ADDRESS: _____
CITY, STATE, ZIP CODE: _____
TELEPHONE NUMBERS: Home: _____ Work: _____

**IT IS STRONGLY RECOMMENDED THAT YOU RETAIN PROOF OF MAILING
THIS FORM POSTMARKED ON OR BEFORE **[DATE]**.**

I [insert your name] _____ wish to be excluded from the Settlement Class in the case of *Leticia Rodriguez v. Modesto Restaurant Group, LLC*, Stanislaus County Superior Court Case Number CV-21-0002691. I understand I will not receive money from the proposed class action settlement.

I further verify that the following is true: My name, address and other contact information are accurately set forth above. I received and had the opportunity to read the Notice of Proposed Class Action Settlement that were sent to me along with this Opt-Out Form. I understand that by signing this side of the form, I voluntarily choose to exclude myself from the proposed settlement of this class action. **I understand that by excluding myself, I may not accept any money allocated for me in the proposed settlement and may not object to the settlement.** On the other hand, I also understand that if I wish to assert any claims related to those set forth in this lawsuit in my individual capacity, I shall have to do so separately. I understand that any such claims are subject to strict time limits, known as statutes of limitations, which restrict the time within which I may file any such action. I understand that I should consult with an attorney at my own expense if I wish to obtain advice regarding my rights with respect to this settlement or my choice to opt out of the settlement. Modesto Restaurant Group has not encouraged me to opt out, and I choose to opt out of my own free will.

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

Signed: _____

Date: _____

Print Name: _____

Last four digits of Social Security Number _____

Exhibit B

CLASS WORKWEEK DISPUTE FORM

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF STANISLAUS

Leticia Rodriguez v. Modesto Restaurant Group, LLC
CASE NO. CV-21-0002691

Indicate Name/Address Changes, if any:

<<Name>>

<<Address>>

<<City>>, <<State>> <<Zip Code>>

XX - XX -

INSTRUCTIONS

IF YOU WERE EMPLOYED BY MODESTO RESTAURANT GROUP, LLC (“MODESTO RESTAURANT GROUP”) IN CALIFORNIA AS AN HOURLY-PAID OR NONEXEMPT EMPLOYEE BETWEEN JANUARY 21, 2017 THROUGH **DATE THE COURT GRANTS PRELIMINARY APPROVAL OR APRIL 1, 2022, WHICHEVER IS EARLIER** (“SETTLEMENT PERIOD”), THEN YOU ARE A SETTLEMENT CLASS MEMBER.

The amount of your estimated Individual Settlement Payment is based upon the Eligible Workweeks you worked for Modesto Restaurant Group in California from January 21, 2017 through **date the Court grants preliminary approval or April 1, 2022, whichever is earlier.**

“Eligible Workweeks” are calculated as the number of days between a Class Member’s start date and end date working as an hourly-paid or non-exempt employee for Defendant during the Settlement Period, divided by seven. Where a Class Member has worked multiple eligible stints or tenures during the Settlement Period, the number of Eligible Workweeks in each eligible stint will be added together to produce a total number of Eligible Workweeks for that Class Member. The number of Eligible Workweeks applicable to your claim is set forth in Section I below. If you believe that the number of workweeks stated is incorrect, you may dispute the number of workweeks by submitting this completed Workweek Dispute Form with supporting documents on or before [45 days after initial mailing]. **If you believe that the number of workweeks stated below is correct, you do not have to do anything.**

If you have moved or may move in the future, you must immediately send your new address to the Settlement Administrator at the address listed above; otherwise, your individual settlement payment may not reach you. It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your settlement payment.

I. YOUR COMPENSABLE WORKWEEKS

You worked as an hourly-paid or non-exempt employee for Modesto Restaurant Group in California between January 21, 2017 through the date the Court grants preliminary approval or April 1, 2022, whichever is earlier, which qualifies you as a Settlement Class Member, and your total number of Eligible Workweeks in this position are: **<<NUMBER OF WORKWEEKS>>**

II. YOUR ESTIMATED INDIVIDUAL SETTLEMENT PAYMENT

Based upon the number of workweeks stated above, your estimated pre-tax Individual Settlement Payment is <<INSERT>>.

III. YOUR COMPENSABLE PAGA PAY PERIODS

You worked as an hourly-paid or non-exempt employee for Modesto Restaurant Group in California between January 25, 2020 through the date the Court grants preliminary approval or April 1, 2022, whichever is earlier, which qualifies you as a PAGA Employee, and your total number of Eligible Pay Periods in this position are: <<NUMBER OF PAY PERIODS>>

IV. YOUR ESTIMATED INDIVIDUAL PAGA SETTLEMENT PAYMENT

Based upon the number of pay periods stated above, your estimated Individual PAGA Settlement Payment is <<INSERT>>.

V. CHALLENGE TO WORKWEEKS OR PAY PERIODS

If you wish to dispute the Eligible Workweeks or Pay Periods data listed, you must postmark your dispute and provide all supporting information and/or documentation to the Settlement Administrator by <<NOTICE PERIOD DEADLINE>>.

Check the box below ONLY if you wish to dispute the data listed in Section I:

☐ I wish to dispute the number of Eligible Workweeks listed in Section I. I believe the correct amount of my workweeks is _____. I have also included information and/or documentary evidence that support my dispute. I understand that, by submitting this dispute, I hereby authorize the Settlement Administrator to review Modesto Restaurant Group's records and make a determination as to the validity of my dispute based upon Modesto Restaurant Group's records as well as the records and information that I submit to the Settlement Administrator.

☐ I wish to dispute the number of Eligible Pay Periods listed in Section III. I believe the correct amount of my pay periods is _____. I have also included information and/or documentary evidence that support my dispute. I understand that, by submitting this dispute, I hereby authorize the Settlement Administrator to review Modesto Restaurant Group's records and make a determination as to the validity of my dispute based upon Modesto Restaurant Group's records as well as the records and information that I submit to the Settlement Administrator.

I declare under penalty of perjury under the laws of the State of California and the United States of America that the information I provided in this Workweek Dispute Form is true and correct.

Dated: _____

Signature: _____

Print or Type Name: _____

MAIL TO:

**RODRIGUEZ v. MODESTO RESTAURANT GROUP, LLC CLASS ACTION
SETTLEMENT**

c/o

**[Insert]
address**

**IF YOU ARE CONTESTING THE AMOUNT OF YOUR ELIGIBLE WORKWEEKS, YOU MUST
SIGN, POSTMARK, AND RETURN THIS FORM TO THE SETTLEMENT ADMINISTRATOR ON
OR BEFORE «**OPT-OUT DEADLINE**».**