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Attorneys for Plaintiffs LEOBARDO TORRES and

CLAUDIA ENRIQUEZ-GONZALEZ

(Additional counsel listed on following page)

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MERCED**

LEOBARDO TORRES, individually and on
behalf of similarly situated persons,

Plaintiff,

v.

L&S PIZZA, INC.; et al.

Defendants.

CASE NOS. 20CV-03134 & 21CV-00472

Case Assigned for All Purposes to
Hon. Stephanie L. Jamieson
Dept. 8

**JOINT STIPULATION OF CLASS
ACTION AND PAGA SETTLEMENT**

Lead Action Filed: October 26, 2020

CLAUDIA ENRIQUEZ-GONZALEZ,
individually and on behalf of all others
similarly situated,

Plaintiff,

v.

T&R PIZZA, INC., a California corporation;
et al.

Defendants.

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T&A Pizza, Inc.; Lucky Stars and Moon, Inc.; A&S Pizza, Inc.;
Tariq Abedi; and Rajwant Abedi.

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT

It is stipulated and agreed by and among the undersigned Parties, subject to the approval of the Court pursuant to section 382 of the California Code of Civil Procedure and Rule 3.769 of the California Rules of Court, that the settlement of the above-captioned action shall be effectuated upon and subject to the following terms and conditions. Capitalized terms used herein shall have the meanings set forth in Section I or as defined elsewhere in this Joint Stipulation of Class Action and PAGA Settlement (“Settlement” or “Agreement”).

This Settlement is made by and between Plaintiffs Leobardo Torres (“Torres”) and Claudia Enriquez-Gonzalez (“Gonzalez”) (collectively, “Plaintiffs”) and the Class Members, on the one hand, and Defendants L&S Pizza, Inc.; T&R Pizza, Inc.; T&A Pizza, Inc.; Lucky Stars and Moon, Inc.; A&S Pizza, Inc.; Tariq Abedi; and Rajwant Abedi (collectively, “Defendants”), on the other hand. Plaintiffs and Defendants are collectively referred to in this Settlement as “the Parties.”

The Action shall be, and is, ended, settled, resolved, and concluded pursuant to the terms and conditions of this Settlement and for the consideration set forth herein, including but not limited to, a release of claims by Plaintiffs and the Class Members as set forth herein.

I. DEFINITIONS

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

A. “Action” means, collectively, *Torres v. L&S Pizza, Inc., et al.* (filed October 26, 2020, Case Number 20CV-03134) and *Enriquez-Gonzalez v. T&R Pizza, Inc., et al.* (filed February 10, 2021, Case Number 21CV-00472), including any action in which the foregoing cases are consolidated into a single proceeding by Order of the Court.

B. “Class” means all current and former non-exempt employees who worked for Defendants at any of their California restaurant locations at any time during the Class Period.

C. “Class Counsel” means the attorneys for the Class and the Class Members, as follows:
 Justin Daily
 Reed Aljian
 Simon Kwak
 Joanne Kim
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 100 Bayview Circle, Suite 5500

Newport Beach, CA 92660
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D. "Class List" means a list, in Excel format, prepared by Defendants based on its business records that identifies each Class Member's full name, last known home or mailing address, telephone number, Social Security Number (or other taxpayer identification number), and the start and end dates of employment.

E. "Class Member(s)" means all current and former non-exempt employees who worked for Defendants at any of their California restaurant locations at any time during the Class Period.

F. "Class Notice" means the Notice of Proposed Class Action Settlement in a form substantially similar to the notice attached hereto as **Exhibit A**, subject to Court approval.

G. "Class Period" means October 26, 2016, through October 28, 2022.

H. "Class Released Claims" means any and all claims, debts, liabilities, demands, obligations, penalties, guarantees, costs, expenses, attorney's fees, damages, action or causes of action that are alleged, or that reasonably could have arisen out of the same facts alleged in the Action during the Class Period, which is set forth in further detail in Paragraph 69, below. The Class Released Claims shall include all claims alleged in Plaintiffs' operative complaints filed in their respective actions (or the operative complaint in a consolidated action in which their respective actions are consolidated into a single proceeding) and the PAGA notices submitted to the LWDA in connection with the Action that arose during the Class Period, including (1) failure to pay all wages (including minimum, regular, overtime, and premium wages), (2) failure to provide meal periods or compensation in lieu thereof, (3) failure to permit rest periods or compensation in lieu thereof, (4)

failure to provide accurate itemized wage statements, (5) failure to pay all wages upon separation of employment, (6) failure to reimburse business expenses, and (7) violations of the California Unfair Competition Law.

I. “Court” means the Merced County Superior Court, where the Action is pending.

J. “Defendants” means, collectively, L&S Pizza, Inc., a California corporation; T&R Pizza, Inc., a California corporation; T&A Pizza, Inc., a California corporation; Lucky Stars and Moon, Inc., a California corporation; A&S Pizza, Inc., a California corporation; Tariq Abedi, an individual; and Rajwant Abedi, an individual.

K. “Defense Counsel” means counsel for Defendants, who are:

Vickie V. Grasu, Esq.
Nicole C. Burgos, Esq.

O’HAGAN MEYER
21650 Oxnard Street, Suite 530
Woodland Hills, CA 91367
Telephone: (213) 306-1610
Facsimile: (213) 306-1615

L. “Disposition” means the method by which the Court approves the terms of the Settlement and retains jurisdiction over its enforcement, implementation, construction, administration, and interpretation.

M. “Effective Date” means the later of the following: (1) the date the Final Approval Order is signed if no objections are filed to the Settlement; (2) if objections are filed and overruled, and no appeal is taken of the Final Approval Order, sixty-five (65) days after the Final Approval Order is signed; or (3) if an appeal is taken from the Court’s overruling of objections to the Settlement, ten (10) days after the appeal is withdrawn or after an appellate decision affirming the Final Approval Order becomes final.

N. “Enhancement Awards” means a total amount of up to Ten Thousand Dollars and Zero Cents (\$10,000.00), which is allocated in equal shares of Five Thousand Dollars and Zero Cents (\$5,000.00) to each Plaintiff, subject to Court approval.

1 O. "Final Approval Order" means the final formal court order signed by the Court
2 following the Final Fairness and Approval Hearing in accordance with the terms herein, approving
3 this Settlement.

4 P. "Final Fairness and Approval Hearing" means the hearing before the Court on
5 Plaintiff's motion for final approval of the Settlement.

6 Q. "Gross Settlement Amount" means Three Hundred Ninety Thousand Dollars and
7 Zero Cents (\$390,000.00) to be paid by Defendants in accordance with the provisions of Sections
8 III(F)(1-2) below. All claims of Participating Class Members and PAGA Group Members, and all
9 Settlement Administration Costs, Class Counsel's attorneys' fees and costs, and Enhancement
10 Awards shall be paid from the Gross Settlement Amount, pursuant to Section III(F)(1-10) below.
11 The employer's share of payroll taxes arising from the payments made under this settlement shall be
12 paid by Defendants separate from and in addition to the Gross Settlement Amount. No part of the
13 Gross Settlement Amount shall revert to Defendants.

14 R. "Individual Settlement Payments" means the payments that Participating Class
15 Members and PAGA Group Members will receive from the distribution of the Net Settlement
16 Amount and PAGA Group Payment. Individual Settlement Payments will include each Participating
17 Class Member's proportional share of the Net Settlement Amount (which shall be determined by the
18 calculations provided in this Settlement) and each PAGA Group Member's proportional share of the
19 PAGA Group Payment. The right to receive an Individual Settlement Payment shall not be
20 conditioned on the submission of any claim or claim form.

21 S. "LWDA Payment" means 75% of the Fifteen Thousand Dollars and Zero Cents
22 (\$15,000.00) allocated to the settlement of PAGA claims, or Eleven Thousand, Two Hundred and
23 Fifty Dollars and Zero Cents (\$11,250.00), which will be paid to the Labor and Workforce
24 Development Agency ("LWDA") pursuant to Section III(F)(6) of this Settlement, subject to Court
25 approval.

26 T. "Net Settlement Amount" means the Gross Settlement Amount less Court-approved
27 Settlement Administration Costs, Class Counsel's attorneys' fees and costs, Enhancement Awards,
28 LWDA Payment, and PAGA Group Payment, pursuant to Section III(F)(1-8) below.

1 U. "Non-Participating Class Member(s)" means those Class Members who submit to the
2 Settlement Administrator a timely and valid Request for Exclusion, pursuant to Sections I(DD) and
3 III(E)(2) below.

4 V. "PAGA Group Members" means all current and former non-exempt employees
5 employed by Defendants in California at any time during the PAGA Period (defined below).

6 W. "PAGA Group Payment" means 25% of the Fifteen Thousand Dollars (\$15,000.00)
7 allocated to the settlement of PAGA claims, or Three Thousand Seven Hundred Fifty Dollars
8 (\$3,750.00), which will be paid to the PAGA Group Members, subject to Court approval.

9 X. "PAGA Period" means September 22, 2019 through October 28, 2022.

10 Y. "PAGA Released Claims" means any and all claims for civil penalties pursuant to the
11 California Private Attorneys General Act of 2004, codified at Labor Code section 2698, *et seq.*, that
12 arose during the PAGA Period and are based on the claims alleged in the operative complaints (or
13 operative consolidated complaint) and Plaintiffs' notices to the LWDA, which is set forth in further
14 detail in Paragraph 70, below.

15 Z. "Plaintiffs" means Leobardo Torres and Claudia Enriquez-Gonzalez, collectively.

16 AA. "Participating Class Member(s)" is defined as a Class Member who does not timely
17 exclude himself or herself from the Settlement and will therefore be automatically issued his or her
18 share of the Net Settlement Amount.

19 BB. "Preliminary Approval Date" means the date the Court preliminarily approves the
20 Settlement.

21 CC. "Qualifying Workweeks" means the number of weeks that Class Members worked
22 for Defendants in hourly, non-exempt positions during the relevant period. With respect to the Class
23 Released Claims and the Individual Settlement Payments to Participating Class Members, the
24 relevant time period is the Class Period. With respect to the PAGA Released Claims and the
25 Individual Settlement Payments to PAGA Group Members, the relevant time period is the PAGA
26 Period.

27 DD. "Released Parties" means Defendants and each of their past, present and/or future,
28 direct and/or indirect, officers, directors, members, managers, employees, agents, representatives,

1 attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries,
2 affiliates, divisions, predecessors, successors, joint employers, assigns, and joint venturers.

3 EE. "Request for Exclusion" means a written letter from a Class Member to the Settlement
4 Administrator requesting that the Class Member be excluded from the Class and Settlement. To be
5 valid, the Request for Exclusion must clearly: (i) identify the case name and number of the Action;
6 (ii) contain the name, address, last four digits of Social Security Number, and telephone number of
7 the Class Member requesting to "opt out" or be excluded from the Class; (iii) include a statement
8 that the Class Member requests to be excluded from the Class and does not wish to participate in the
9 Settlement; (iv) be signed by the Class Member or his/her representative; (v) be returned by mail to
10 the Settlement Administrator at its specified address; and (vi) be postmarked within the times set
11 forth in Section III(E)(2) below. A PAGA Group Member who submits a timely and valid Request
12 for Exclusion will nonetheless be subject to the release of the PAGA Released Claims, and will
13 nonetheless be entitled to a share of the PAGA Group Payment.

14 FF. "Settlement" or "Agreement" means this Joint Stipulation of Class Action and PAGA
15 Settlement, including the attached Exhibit(s).

16 GG. "Settlement Administration Costs" means an amount of up to Twelve Thousand Nine
17 Hundred Fifty Dollars and Zero Cents (\$12,950.00), subject to Court approval, for all costs incurred
18 by the Settlement Administrator in the administration of the Settlement in accordance with the terms
19 set forth herein and ordered by the Court, which shall be paid from the Gross Settlement Amount.

20 HH. "Settlement Administrator" means Phoenix Class Action Administration Solutions,
21 the third-party administrator that will be responsible for the administration of the Settlement in
22 accordance with the terms set forth herein and ordered by the Court.

23 **II. CONTINGENT NATURE OF THE AGREEMENT**

24 1. Because the Parties have stipulated to the certification of the Class with respect to all
25 causes of action alleged in the Action for settlement purposes only, this Settlement requires
26 preliminary and final approval by the Court. Accordingly, the Parties enter into this Settlement on a
27 conditional basis. This Settlement is contingent upon the approval and certification by the Court. If
28 the Effective Date does not occur, the fact that the Parties were willing to stipulate for the purposes

of this Settlement shall have no bearing on, nor be admissible in connection with, the issue of certification of the Class with respect to all causes of action alleged in the Action. Defendants do not consent to certification of the Class for any purpose other than to effectuate settlement of the Action. If the Effective Date does not occur, or if disposition of this Action is not effectuated, any certification of the Class as to Defendants will be vacated and Plaintiffs, Defendants, and the Class will be returned to their respective positions in the Action as if the Settlement had not been entered into. In the event that the Effective Date does not occur: (a) any Court orders preliminarily or finally approving certification of any class contemplated by this Settlement shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity; and (b) the fact of the settlement reflected in this Settlement, the fact that Defendants did not oppose the certification of a Class under this Settlement, or that the Court preliminarily approved the certification of the Class, shall not be used or cited thereafter by any person or entity, including in any manner whatsoever, including without limitation any contested proceeding relating to the certification of any class. If the Effective Date does not occur, this Settlement shall be deemed null and void, shall be of no force or effect whatsoever, and shall not be referred to or used for any purpose whatsoever. Defendants expressly reserve the right to challenge the propriety of class certification in the Action for any purpose, if the Effective Date does not occur.

2. The Parties and their respective counsel shall take all steps that may be requested by the Court relating to the approval and implementation of this Settlement and shall otherwise use their respective best efforts to obtain Court approval and implement this Settlement. If the Court does not grant the Motion for Preliminary Approval and/or the Motion for Final Approval, the Parties agree to meet and confer in good faith to address the Court's concerns. If the Parties are unable to agree upon a resolution, the Parties agree to seek guidance from the Court to resolve the dispute.

III. PROCEDURE FOR APPROVAL AND IMPLEMENTATION OF SETTLEMENT

3. The procedure for obtaining Court approval of and implementing this Settlement shall be as follows:

A. Stipulation to Consolidate and File Consolidated Complaint

3.1 The Parties agree to jointly request an Order from the Court, by stipulation, to

consolidate the *Torres* matter (Case No. 20CV-03134) and the *Enriquez-Gonzalez* matter (21CV-00472) with *Torres* being designated as the lead case and to allow Plaintiffs to file a Consolidated Second Amended Complaint that incorporates all alleged claims and parties into a single proceeding. The Parties agree that Plaintiffs will supplement their original PAGA notices to allege all claims and parties within the purview of this Settlement. Defendants reserve the right to require Plaintiffs to add a class representative should the Court reject the Settlement as to Defendant A&S Pizza, Inc., without an additional class representative.

3.2 Upon entry of an Order consolidating the *Torres* and *Enriquez-Gonzalez* matters and granting Plaintiffs leave to file the Consolidated Second Amended Complaint, Defendants will not be required to file an answer or other responsive pleading and no default will be entered against Defendants where no such answer or responsive pleading is filed pending the approval proceedings in relation to this Settlement and further Order of the Court.

B. Motion for Conditional Class Certification and Preliminary Approval

4. Plaintiffs will bring a motion before the Court for an Order conditionally certifying the Class and granting preliminary approval of the Settlement.

C. The Settlement Administrator

5. The Parties select Phoenix Class Action Administration Solutions to act as the Settlement Administrator. The Settlement Administrator's obligations under the Settlement include, but are not limited to, establishing a qualified settlement fund from which the Gross Settlement Amount will be distributed, maintaining the Class List, preparing and mailing the Class Notice to Class Members, responding to Class Member inquiries, determining the validity of Requests for Exclusion, calculating the Net Settlement Amount and Individual Settlement Payments, disbursing Court-approved payments from the Gross Settlement Amount, reporting to the Parties and the Court regarding the status of administration, preparing any tax return or other required filings, maintaining and distributing unclaimed funds to the Court-approved recipient, and performing all other tasks as may be ordered by the Court.

1 6. All costs of administering the Settlement (*i.e.*, Settlement Administration Costs) shall
2 be paid to the Settlement Administrator from the Gross Settlement Amount.

3 **D. Notice to Class Members**

4 7. It is the intent of the Parties to provide Class Members with the best practicable means
5 of providing notice of the Settlement to the Class. The Class Notice shall inform Class Members
6 with a summary of the (i) Action, (ii) monetary terms of settlement (and Class Counsel's fee split),
7 (iii) estimated payout and how their shares were calculated; (iv) releases to be given, (v) instructions
8 and deadlines to exercise their rights to participate, opt out, or object, (vi) date, time, and location of
9 the Final Fairness and Approval Hearing, (vii) available resources to obtain additional information,
10 and (viii) any other information the Court may require.

11 8. No later than ten (10) days after the Preliminary Approval Date, Defendants shall
12 provide the Settlement Administrator with the Class List. The Settlement Administrator will provide
13 Defendants with instructions and desired format for providing the Class List.

14 9. Within ten (10) business days of receiving the Class List, the Settlement
15 Administrator will prepare and send Class Members the Court-approved Class Notice by first class
16 mail at their last known mailing addresses provided in the Class List. Prior to the initial mailing, the
17 Settlement Administrator will check all Class Member addresses against the National Change of
18 Address database and shall update any addresses. Following the initial mailing, the Settlement
19 Administrator shall provide Class Counsel and Defense Counsel with a weekly report regarding the
20 status of the notice process, including the number of mailed/re-mailed/undeliverable Class Notices
21 and the number of disputes/objections/Requests for Exclusions received.

22 10. For any Class Notice that is returned as undeliverable after the initial mailing, the
23 Settlement Administrator shall use reasonable efforts to identify a valid mailing address for the
24 affected Class Member and re-mail the Class Notice within five (5) days. If a Class Notice is returned
25 with a forwarding address, the Settlement Administrator shall re-mail the Class Notice to the
26 forwarding address. If the Class Notice is returned without a forwarding address, the Settlement
27 Administrator shall promptly perform a skip trace or search of other databases according to standard
28

1 industry practices to identify a valid address, and if successful, shall mail the Class Notice to that
2 address.

3 11. If a Class Notice remains undeliverable sixty (60) days after the initial mailing, the
4 Settlement Administrator will not mail an Individual Settlement Payment to the affected Class
5 Member. The Settlement Administrator will hold the Class Member's Individual Settlement
6 Payment during the check cashing period on behalf of the Class Member. If at the conclusion of the
7 check cashing period, the Class Member's Class Notice and Individual Settlement Payment remain
8 undeliverable and/or uncashed, the Settlement Administrator will distribute the funds from
9 unclaimed/uncashed checks in accordance with the procedures set forth in Section III(F)(10) below.

10 12. No later than twenty-one (21) court days prior to the Final Fairness and Approval
11 Hearing, the Settlement Administrator shall provide Class Counsel with a declaration attesting to the
12 completion of the notice process, including any attempts to obtain valid mailing addresses for and
13 re-sending of any returned Class Notices, as well as the number of valid workweek disputes, Requests
14 for Exclusion, and written objections that the Settlement Administrator received.

15 **E. Responses to Notice**

16 **a. Class Member Disputes**

17 13. If a Class Member disagrees with the number of Qualifying Workweeks that he or she
18 is credited with during the Class Period, the Class Member may submit a written dispute to the
19 Settlement Administrator.

20 14. All written disputes must clearly (i) identify the case name and number of this Action;
21 (ii) contain the name, mailing address, telephone number, and last four digits of Social Security
22 Number of the Class Member; (iii) state the number of Qualifying Workweeks the Class Member
23 claims to have worked during the Class Period, along with any supporting documentation; (iv) be
24 signed and dated by the Class Member or his/her representative; and (v) be postmarked no later than
25 the deadline set forth in the Class Notice.

26 15. The written dispute must be postmarked by no later than forty-five (45) days after the
27 Settlement Administrator initially mailed the Class Notice to the Class Member, or fifteen (15) days
28 after the Settlement Administrator re-mails the Class Notice to the Class Member, whichever is later.

1 16. The Settlement Administrator shall contact the Parties regarding the dispute and the
2 Parties will work in good faith to resolve it. If the Parties are unable to resolve the dispute, the
3 Settlement Administrator will be the final arbiter of the Qualifying Workweeks for each Class
4 Member during the Class Period based on the information provided to it.

5 **b. Requests for Exclusion from the Class**

6 17. If a Class Member wishes to opt out of the Settlement and be excluded from the Class,
7 the Class Member must submit a timely, written Request for Exclusion to the Settlement
8 Administrator that contains all information set forth in Section I(DD).

9 18. To be valid, the Request for Exclusion must be postmarked by no later than forty-five
10 (45) days after the date the Settlement Administrator initially mailed the Class Notice to the Class
11 Member, or fifteen (15) days after the Settlement Administrator re-mails the Class Notice to the Class
12 Member, whichever is later. The date of the initial mailing of the Class Notice and the date that the
13 Request for Exclusion was postmarked shall be conclusively determined according to the records of
14 the Settlement Administrator.

15 19. Any Class Member who submits a timely and valid Request for Exclusion (*i.e.*, a Non-
16 Participating Class Member) will not be bound by the terms and conditions of this Settlement, will
17 not be subject to the Class Released Claims nor payment in consideration thereof, and will not have
18 any right to object to, appeal, or comment on the Settlement. If a Non-Participating Class Member
19 is also a PAGA Group Member, however, he or she will nonetheless be subject to the PAGA Released
20 Claims and be entitled to a share of the PAGA Group Payment.

21 20. Any Class Member who does not submit a timely or valid Request for Exclusion shall
22 be deemed a Participating Class Member whose rights and claims with respect to the issues raised in
23 the Action are determined by the Court's Final Approval Order, and by other rulings in the Action.

24 21. If the Settlement Administrator receives a Request for Exclusion and a written
25 objection or dispute from the same Class Member, the Settlement Administrator shall attempt to
26 resolve the matter by contacting the Class Member through reasonable means to determine the Class
27 Member's choice. If the Settlement Administrator fails to determine the Class Member's actual
28

1 intent, the Request for Exclusion shall be null and void, and the Class Member will be deemed a
2 Participating Class Member.

3 **c. Objections to Settlement**

4 22. If a Class Member wishes to object to the Settlement (or any term herein), the Class
5 Member must not submit a Request for Exclusion but may either submit a written objection to the
6 Settlement Administrator or appear at the Final Fairness and Approval Hearing. The Court shall
7 retain final authority with respect to the consideration and admissibility of any objections.

8 23. All written objections must clearly (i) identify the case name and number of this
9 Action; (ii) contain the name, mailing address, telephone number, and last four digits of Social
10 Security Number of the Class Member; (iii) specify the ground(s) for the objection, along with any
11 supporting papers; (iv) be signed and dated by the Class Member or his/her representative; and (v)
12 be postmarked no later than the deadline set forth in the Class Notice. The date of the initial mailing
13 of the Class Notice and the date the signed written objection was postmarked shall be conclusively
14 determined according to the records of the Settlement Administrator.

15 24. The written objection must be postmarked no later than forty-five (45) days after the
16 Class Notice was initially mailed to the Class Member, or fifteen (15) days after the Settlement
17 Administrator re-mails the Class Notice to the Class Member, whichever is later. The Settlement
18 Administrator shall send all written objections it receives to Class Counsel and Defense Counsel
19 within three (3) business days of receipt, which be lodged with the Court with Plaintiffs' motion for
20 final approval of the Settlement.

21 25. Class Members may also object by appearing at the Final Fairness and Approval
22 Hearing at the objecting Class Member's own expense, either in person, telephonically, or through
23 an attorney, provided the objecting Class Member notifies the Court of his/her intention to do so.

24 **d. Encouragement of Class Members**

25 26. The Parties to this Settlement and the counsel representing such Parties shall not,
26 directly or indirectly, through any person, encourage or solicit any Class Member to exclude him or
27 herself from this Settlement (opt out), or to object to it. However, Class Counsel may respond to
28 inquiries from Class Members. Class Counsel shall not represent any Class Members who wish to

object or for the purpose of submitting objections to the Settlement to avoid potential conflicts of interest.

e. Final Fairness and Approval Hearing

27. A Final Fairness and Approval Hearing shall be held on the date set forth in the Order granting preliminary approval and the Class Notice, or on any other date otherwise ordered by the Court. The purpose of the Final Fairness and Approval Hearing is for the Court to (i) review this Settlement and determine whether the Court should grant final approval, and (ii) consider any objections made and all responses by the Parties to such objections.

f. Notice to Class of Final Judgment

28. Notice of final judgment will be given to the Class by posting the Final Approval Order on the Settlement Administrator's website.

F. Settlement Payment Procedures

a. Gross Settlement Amount & Escalator Clause

29. In exchange for the releases set forth in this Settlement, Defendants agree to pay the Gross Settlement Amount in the amount of Three Hundred Ninety Thousand Dollars and Zero Cents (\$390,000.00). No part of the Gross Settlement Amount shall revert to Defendants.

30. The employer's share of payroll taxes shall be paid by Defendants in addition to and separately from the Gross Settlement Amount.

31. The Settlement is based on Defendants' estimate that the total number of unique Class Members is 592. If the actual total number of unique Class Members exceeds 592 by more than 2.5% (*i.e.*, 607 or more), the Gross Settlement Amount will increase by \$658.78 for each additional Class Member over and above 607. Defendants shall also be obligated to pay for any increase in Settlement Administration Costs due to the increase in the number of total unique Class Members. If the Gross Settlement Amount increases pursuant to this Section III(F)(1), all other amounts calculated based thereon, including, but not limited to, Class Counsel's attorneys' fees, the Net Settlement Amount, and Individual Settlement Payments, shall be recalculated proportionally by operation of these provisions. Plaintiffs may, but shall not have the obligation to request that Defendants execute an amendment to this Settlement to set forth the revised amounts.

32. The Gross Settlement Amount shall be used to pay the Individual Settlement Payments to all Participating Class Members and PAGA Group Members, Class Counsel's attorneys' fees and costs, LWDA Payment, Enhancement Awards, and Settlement Administration Costs.

b. Timeline for Funding the Settlement

33. Defendants represent and warrant that they have funded \$300,000.00 of the Gross Settlement Amount pending final approval of the Settlement and disbursement. The Parties acknowledge that the Settlement Administrator has confirmed that Defendants have deposited this portion of the Gross Settlement Amount in the qualified settlement fund established for this matter.

34. Defendants will fund the remaining Ninety Thousand Dollars and Zero Cents (\$90,000.00) of the Gross Settlement Amount within fifteen (15) days of the Preliminary Approval Date.

35. Defendants will fund the employer's share of payroll taxes allocated to the wage portion of Individual Settlement Payments within fifteen (15) days of the Final Approval Order.

36. If the Court does not grant final approval of the Settlement despite the Parties' good faith efforts as set forth herein, all funds shall be returned to Defendants, and the Parties shall be returned to their respective positions as if the Settlement had not been entered into.

37. Defendants' failure to make a timely payment shall be considered a default, and the Settlement Administrator will provide notice to Class Counsel and Defendants' counsel within five days of the missed payment. Thereafter, Defendants will have five days to cure the default and tender payment to the Settlement Administrator. To the extent a default is not cured within the times set forth in this paragraph, Plaintiffs will be entitled to enter judgment against Defendants, on an ex parte basis, for the balance of the unpaid Gross Settlement Amount and all other sums due under this Settlement. Defendants' obligation to fund the Gross Settlement Amount and employer's share of payroll taxes shall be joint and several.

c. Class Counsel's Attorneys' Fees and Costs

38. Class Counsel shall be entitled to apply for an award of attorneys' fees of up to one-third of the Gross Settlement Amount, which is One Hundred Thirty Thousand Dollars and Zero

1 Cents (\$130,000.00) and for an award of costs not to exceed Twenty Thousand Dollars and Zero
2 Cents (\$20,000.00). Defendants do not object to, nor oppose, an application for these amounts.

3 39. Attorneys' fees awarded by the Court pursuant to this Settlement shall be apportioned
4 and paid to Class Counsel in the following proportion: 70% to Daily Aljian LLP and 30% to Kingsley
5 Szamet Employment Lawyers, and Mark Potashnick, P.C., d/b/a/ "Weinhaus & Potashnick".

6 40. All attorneys' fees and costs awarded by the Court shall be allocated from the Gross
7 Settlement Amount before the calculation of the Net Settlement Amount. Class Counsel's fees and
8 costs shall encompass all work performed, costs, and expenses related to the investigation,
9 prosecution, and settlement of the Action incurred through the Effective Date. To the extent the
10 Court approves less than the amounts requested, the difference between the requested and awarded
11 amounts will be reallocated to the Net Settlement Amount. The Court's ruling on the request for
12 Class Counsel's attorneys' fees and costs shall not affect the enforceability of this Agreement.

13 **d. Settlement Administration Costs**

14 41. Unless the Settlement Administrator incurs additional unanticipated costs directly
15 caused by Defendants, Settlement Administrations Costs shall not exceed Twelve Thousand Nine
16 Hundred Fifty Dollars and Zero Cents (\$12,950.00). Any such additional costs will be paid by
17 Defendants separately from the Gross Settlement Amount. Defendants do not object to, nor oppose,
18 an application for this amount.

19 42. The Settlement Administration Costs shall be allocated from the Gross Settlement
20 Amount before the calculation of the Net Settlement Amount. The Court's ruling on Settlement
21 Administration Costs shall not affect the enforceability of this Agreement.

22 **e. Enhancement Awards to Named Plaintiffs**

23 43. Plaintiffs shall be entitled to apply for Enhancement Awards of up to Five Thousand
24 Dollars and Zero Cents (\$5,000.00), each, for a total of Ten Thousand Dollars and Zero Cents
25 (\$10,000.00). Defendants will not object to or oppose Plaintiffs' Enhancement Award request.
26 Defendants do not object to, nor oppose, an application for these amounts.

1 44. The Enhancement Awards represent payment to Plaintiffs for their services to the
2 Class Members, and not wages. The Settlement Administrator will not withhold any taxes from the
3 Enhancement Awards and will report these payments on a Form 1099.

4 45. The Enhancement Awards shall be allocated from the Gross Settlement Amount
5 before the calculation of the Net Settlement Amount. To the extent the Court approves less than the
6 amounts requested, the difference between the requested and awarded amounts will be reallocated to
7 the Net Settlement Amount. The Court's ruling on the Enhancement Awards shall not affect the
8 enforceability of this Agreement or the terms contained herein

9 **f. Amounts Allocated for Payment to the LWDA and PAGA Group Members**

10 46. In consideration of claims made under the California Private Attorneys General Act
11 ("PAGA"), Cal. Labor Code §§ 2698 *et seq.*, Class Counsel will request that the Court approve an
12 allocation of Fifteen Thousand Dollars and Zero Cents (\$15,000.00) of the Gross Settlement Amount
13 to these claims. Seventy-five percent (75%) of this allocation (currently \$11,250.00) will be paid to
14 the LWDA (*i.e.*, the LWDA Payment) and twenty-five percent (25%) (\$3,750.00) will be paid to the
15 PAGA Group Members (*i.e.*, the PAGA Group Payment). Defendants do not object to, nor oppose,
16 an application for these amounts.

17 47. The LWDA Payment and PAGA Group Payment will be allocated from the Gross
18 Settlement Amount before the calculation of the Net Settlement Amount. The Court's ruling on the
19 LWDA Payment shall not affect the enforceability of this Agreement or the terms contained herein.
20 The Court's adjustment, if any, of the amount allocated to Plaintiffs' PAGA claim will not invalidate
21 this Settlement.

22 **g. Payment of Individual Settlement Payments to Participating Class Members**

23 48. The Parties agree that the entire Net Settlement Amount shall be used to fund
24 Individual Settlement Payments payable to all Participating Class Members (*i.e.*, Class Members
25 who have not requested to be excluded from the Settlement). The Net Settlement Amount shall be
26 divided between all Participating Class Members based on their respective number of individual
27 Qualifying Workweeks in proportion to the total number of Qualifying Workweeks for all
28 Participating Class Members during the Class Period.

1 49. For purposes of the Class Notice, the estimated minimum amount each Class Member
2 will receive based on their individual Qualifying Workweeks will be calculated by dividing the Net
3 Settlement Amount by the total number of Qualifying Workweeks for all Class Members during the
4 Class Period, and then allocated on a pro rata basis. Each Class Member's estimated share of the
5 amounts calculated based on the formula in the preceding sentence will be included in his or her
6 Class Notice as part of his or her total estimated Individual Settlement Payment.

7 50. After entry of the Final Approval Order, the Settlement Administrator will recalculate
8 the amounts payable to Participating Class Members by removing the number of Qualifying
9 Workweeks worked by all Non-Participating Class Members.

10 **h. Payment of Individual Settlement Payments to PAGA Group Members**

11 51. The Parties agree that the PAGA Group Payment (25% of the \$15,000 allocated to
12 the settlement of PAGA claims or \$3,750) shall be used to fund the portion of Individual Settlement
13 Payments payable to all PAGA Group Members. PAGA Group Members shall not have the ability
14 to request to be excluded, or opt-out of, the release of the PAGA Released Claims.

15 52. The PAGA Group Payment shall be divided between all PAGA Group Members
16 based on their respective number of individual Qualifying Workweeks in proportion to the total
17 number of Qualifying Workweeks for all PAGA Group Members during the PAGA Period.

18 53. For purposes of the Class Notice, the estimated minimum amount each PAGA Group
19 Member will receive based on their individual Qualifying Workweeks will be calculated by dividing
20 the PAGA Group Payment (currently \$3,750.00) by the total number of Qualifying Workweeks for
21 all PAGA Group Members during the PAGA Period, and then allocated on a pro rata basis. Each
22 PAGA Group Member's estimated share of the PAGA Group Payment calculated based on the
23 formula in the preceding sentence will be included in his or her Class Notice as part of his or her total
24 estimated Individual Settlement Payment.

25 54. For individuals who are both Participating Class Members and PAGA Group
26 Members, each PAGA Group Member's respective share of the PAGA Group Payment shall be
27 added to their respective share of the Net Settlement Amount.

i. Tax Allocation and Handling of Individual Settlement Payments

55. Each Individual Settlement Payment, exclusive of any portion allocated from the PAGA Group Payment, will represent wages and penalties allocated using the following formula: 20% allocated to wages, and 20% allocated to penalties and interest, and 60% allocated to reimbursement for job expenses. The employer-side taxes due on the wage allocation (including employer's portion of FICA, FUTA, SUTA, and all other applicable payroll taxes) will be paid by Defendants separate from and in addition to the Gross Settlement Amount.

56. The portion of Individual Settlement Payment payable to PAGA Group Members as their share of the PAGA Group Payment will be allocated 100% to penalties.

57. The amounts paid as wages shall be subject to all tax withholdings customarily made from an employee's wages (including other authorized or required withholdings) and shall be reported by W-2 forms. The amounts paid as penalties and interest shall be subject to all authorized and required withholdings (other than the tax withholdings customarily made from employees' wages) and shall be reported by 1099 forms.

58. The amounts paid as reimbursement for job expenses shall not be subject to withholdings and shall not be reported on 1099 forms.

j. Timeline for Disbursement of the Gross Settlement Amount

59. No later than ten (10) days after the Preliminary Approval Date, Defendants will provide the Settlement Administrator with a list of the Qualifying Workweeks for each Class Member and PAGA Group Member. Based on that information, the Settlement Administrator shall calculate: (a) the Net Settlement Amount, (b) the Individual Settlement Payment for each Participating Class Member and PAGA Group Member based on the formulas specified above, (c) the amount of the Individual Settlement Payments to be allocated to wages, interest and penalties, and reimbursements based on the formula specified above, (d) the employer's share of the payroll taxes applicable to the Net Settlement Amount allocated to wages; and (e) the employee tax withholding amount based on the allocation of each Individual Settlement Payment to wages.

60. Within ten (10) business days after Defendants fund all amounts due under this Settlement (including employer's share of payroll taxes within 15 days after entry of the Final

Approval Order), the Settlement Administrator will prepare and distribute Individual Settlement Payments to all Participating Class Members and PAGA Group Members, Class Counsel's attorneys' fees and costs, LWDA Payment, Enhancement Awards, Settlement Administration Costs, and employer and employee tax withholdings applicable to the Net Settlement Amount allocated to wages.

61. Prior to the disbursements, the Settlement Administrator shall calculate: (a) the Net Settlement Amount, (b) the Individual Settlement Payment for each Participating Class Member and PAGA Group Member based on the formulas specified above, (c) the amount of the Individual Settlement Payments to be allocated to wages, interest and penalties, and reimbursements based on the formula specified above, (d) the employer's share of the payroll taxes applicable to the Net Settlement Amount allocated to wages; and (e) the employee tax withholding amount based on the allocation of each Individual Settlement Payment to wages.

62. Participating Class Members and PAGA Group Members shall have 180 days from the date their Individual Settlement Payment checks are dated to cash their settlement checks. Any checks that are not cashed upon the expiration of that 180-day time period will be void, and the Settlement Administrator will transfer the amount represented by the check to the State Controller's Office Unclaimed Property Fund in the name of the Class Member or PAGA Group Member.

63. 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 or a search on other databases according to standard industry practices and, if another address is identified, shall mail the check to the newly identified address. If the Settlement Administrator is unable to obtain a valid mailing address through this process, the Settlement Administrator will transfer the amount represented by the check to the State Controller's Office Unclaimed Property Fund in the name of the Class Member.

k. No Credit Toward Benefit Plans

64. The Individual Settlement Payments made to Participating Class Members and PAGA Group Members under this Settlement, as well as any other payments made pursuant to this Settlement, will not be utilized to calculate any additional benefits under any benefit plans to which

any Class Members may be eligible, including, but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

I. Tax Liability

65. The Parties and counsel for the Parties make no representation as to the tax treatment or legal effect of the payments called for hereunder. Plaintiffs, Participating Class Members, and PAGA Group Members are not relying on any statement, representation, or calculation by the Parties, counsel for the Parties, or the Settlement Administrator in this regard. Plaintiffs, Participating Class Members, PAGA Group Members, and Class Counsel understand and agree that they will be solely responsible for the payment of their own portion of any taxes and penalties assessed on the payments that they receive.

IV. LIMITATIONS ON USE OF THIS SETTLEMENT

A. No Admission

66. Defendants dispute the allegations in the Action and disputes that, but for this Settlement, a Class should have been certified in the Action. This Settlement is entered into solely for the purpose of compromising highly disputed claims. Neither the acceptance nor the performance by Defendants of the terms contained in this Agreement nor any of the related negotiations or proceedings is or shall be claimed to be, construed as, or deemed a precedent or an admission by Defendants of the truth of any allegations in the Action and/or any version of the operative Complaint.

B. Non-Evidentiary Use

67. Whether or not the Effective Date occurs, neither this Settlement nor any of its terms will be: (a) construed as, offered, or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Defendants or any other of the Released Parties, including but not limited to, evidence of a presumption, concession, indication, or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage, or (b) disclosed, referred to, or offered in evidence against any of the Released Parties in any further proceeding in the Action, except

1 for the purposes of effectuating the Settlement pursuant to the terms herein or for Defendants to
2 establish that a Class Member has resolved any of his/her claims released through this Settlement.
3 Moreover, this Agreement may be used by Defendants and/or the Released Parties to prove or defend
4 against any claim released herein arising during the release period by any Participating Class Member
5 in any judicial, quasi-judicial, administrative, or governmental proceeding.

6 **C. Nullification**

7 68. The Parties have agreed to the certification of the Class encompassing all claims
8 alleged in the Action for the sole purpose of effectuating this Settlement. If (a) the Court should for
9 any reason fail to certify this Class for settlement, or (b) the Court should for any reason fail to
10 approve this Settlement, or (c) the Court should for any reason fail to enter the Final Approval Order,
11 or (d) the Final Approval Order is reversed, or declared or rendered void, or (e) the Court should for
12 any reason fail to dispose of the action in its entirety, then (i) this Settlement shall be considered null
13 and void; (ii) neither this Settlement nor any of the related negotiations or proceedings shall be of
14 any force or effect; (iii) all Parties to this Settlement shall stand in the same position, without
15 prejudice, as if the Settlement had been neither entered into nor filed with the Court; and (iv) the fact
16 that the Parties were willing to stipulate to class certification of all causes of action pled in the Action
17 as part of the Settlement will have no bearing on, and will not be admissible in connection with, the
18 issue of whether the Class should be certified by the Court in a non-settlement context in this Action
19 or any other action.

20 **V. RELEASES**

21 **A. Releases by Class Members**

22 69. All Participating Class Members, on behalf of themselves and their respective former
23 and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release
24 Released Parties from all claims that were alleged, or reasonably could have been alleged, based on
25 facts alleged in the Operative Complaint, including, any and all claims, actions, and causes of action,
26 arising during the Class Period, including, but not limited to, claims for violations of California Labor
27 Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198,
28 2800 and 2802 and Industrial Welfare Commission Wage Orders Nos. 1-2001, 4-2001, 7-2001, 9-

2001, and 16-2001 for failing to pay overtime wages, failure to provide meal periods and/or pay meal premiums, failure to authorize/permit rest periods and/or pay rest premiums, failure to pay minimum/regular wages, failure to timely pay wages upon termination, failure to provide compliant wage statements, failure to reimburse necessary business expenses, and unfair or unlawful business practices pursuant to California Business and Professions Code § 17200, *et seq.* based on the aforementioned (“Released Class Claims”). Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

B. Releases by the PAGA Group Members

70. The State of California with respect to all Aggrieved Employees, including Non-Participating Class Members who are Aggrieved Employees, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for civil penalties recoverable under the Private Attorneys General Act, California Labor Code section 2698, *et seq.*, that were alleged, or reasonably could have been alleged, in the Operative Complaint and PAGA Notice, arising during the PAGA Period, including but not limited to, claims for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802 and Industrial Welfare Commission Wage Orders Nos. 1-2001, 4-2001, 7-2001, 9-2001, and 16-2001 for failing to pay overtime wages, failure to provide meal periods and/or pay meal premiums, failure to authorize/permit rest periods and/or pay rest premiums, failure to pay minimum/regular wages, failure to timely pay wages upon termination, failure to provide compliant wage statements, failure to reimburse necessary business expenses, and unfair or unlawful business practices pursuant to California Business and Professions Code § 17200, *et seq.* based on the aforementioned PAGA Group Members will not have an opportunity to opt-out from the release of the PAGA Released Claims and will be entitled to share in the PAGA Group Payment, regardless of whether they submit a timely and valid Request for Exclusion from the release of the Class Released Claims and corresponding settlement payment.

1 **C. Release by Plaintiffs**

2 71. Upon the Effective Date and full funding of all amounts due under this Settlement,
3 Plaintiffs will be deemed to have fully, finally, and forever released, settled, compromised,
4 relinquished, and discharged the Released Parties of and from all claims arising from their
5 employment with Defendants, separation of employment from Defendants, whether known or
6 unknown, arising under any federal or local law, or statute, including, *inter alia*, those arising under
7 the California Labor Code, Fair Labor Standards Act, Americans with Disabilities Act, Title VII of
8 the Civil Rights Act of 1964, Employee Retirement Income Security Act, National Labor Relations
9 Act, California Corporations Code, California Business and Professions Code, California Fair
10 Employment and Housing Act, California Constitution (all as amended), and law of contract and tort,
11 as well as for termination, lost wages, benefits, other employment compensation, emotional distress,
12 medical expenses, other economic and non-economic damages, attorney fees, and costs, arising on
13 or before the date on which the Settlement is executed.

14 72. With respect to those claims released by Plaintiffs in their individual capacity,
15 Plaintiffs acknowledge and waive any and all rights and benefits available under California Civil
16 Code Section 1542, which provides: “A general release does not extend to claims that the creditor or
17 releasing party does not know or suspect to exist in his or her favor at the time of executing the
18 release and that, if known by him or her, would have materially affected his or her settlement with
19 the debtor or released party.”

20 73. Plaintiffs understand and agree that claims or facts in addition to or different from
21 those which are not known or believed by them to exist may hereafter be discovered. It is Plaintiffs’
22 intention to settle fully and release all claims they now has against the Released Parties, whether
23 known or unknown, suspected or unsuspected. Notwithstanding the above, the general release by
24 Plaintiffs shall not extend to claims for workers’ compensation benefits, claims for unemployment
25 benefits, or other claims that may not be released by law.

26 **D. Effective Date of Releases**

27 74. The conditional Class Released Claims, PAGA Released Claims, and Plaintiffs’
28 releases will be deemed to take effect as of the Effective Date, provided that all conditions of the

Settlement have been satisfied, including, entry of the Final Approval Order and Defendants' payment of the Gross Settlement Amount and employers' share of payroll taxes.

VI. MISCELLANEOUS PROVISIONS

A. Amendments or Modification

75. The terms and provisions of this Settlement may be amended or modified only by an express written agreement that is signed by all the Parties (or their successors-in-interest) and their counsel, or by a written stipulation executed by the Parties' counsel.

B. Assignment

76. None of the rights, commitments, or obligations recognized under this Settlement may be assigned by any Party, Class Member, Class Counsel, or Defense Counsel without the express written consent of each other Party and their respective counsel. The representations, warranties, covenants, and agreements contained in this Settlement are for the sole benefit of the Parties under this Settlement, and shall not be construed to confer any right or to avail any remedy to any other person.

C. Governing Law

77. This Settlement shall be governed, construed, and interpreted, and the rights of the Parties shall be determined, in accordance with the laws of the State of California, irrespective of the State of California's choice of law principles.

D. Waiver of California's 5-Year Rule

78. The Parties agree to waive, and hereby waive, the benefits and requirements of California Code of Civil Procedure section 583.310 ("California's 5-Year Rule").

E. Entire Agreement

79. This Settlement, including the Exhibit(s) referred to herein, which form an integral part hereof, contains the entire understanding of the Parties hereto with respect to the subject matter contained herein. In case of any conflict between text contained in Articles I through VI of this Settlement and text contained in the Exhibit(s) to this Settlement, the former (*i.e.*, Articles I through VI) shall be controlling, unless the Exhibit(s) are changed by or in response to a Court order.

1 80. Except as to the terms of the Memorandum of Understanding fully executed by the
2 Parties as of February 10, 2024, setting forth the material terms of settlement that were negotiated
3 with the assistance of a neutral third-party mediator, this Settlement supersedes all prior agreements
4 and understandings among the Parties hereto with respect to the settlement of the Action, including
5 correspondence between Class Counsel and Defense Counsel and drafts of prior agreements or
6 proposals. There are no restrictions, promises, representations, warranties, covenants, or
7 undertakings governing the subject matter of this Settlement other than those expressly set forth or
8 referred to herein and the aforementioned Memorandum of Understanding.

9 **F. No Additional Attorneys' Fees or Costs**

10 81. Except for the attorneys' fees and costs set forth in this Settlement, the Parties agree
11 to bear their own attorneys' fees and costs related to this Action.

12 **G. Waiver of Compliance**

13 82. Any failure of any Party, Defense Counsel, or Class Counsel hereto to comply with
14 any obligation, covenant, agreement, or condition herein may be expressly waived in writing, to the
15 extent permitted under applicable law, by the Party or Parties and their respective counsel hereto
16 entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or failure to
17 insist upon strict compliance with any representation, warranty, covenant, agreement, or condition
18 shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

19 **H. Counterparts and Fax/PDF Signatures**

20 83. This Settlement, and any amendments hereto, may be executed in any number of
21 counterparts and any Party and/or their respective counsel hereto may execute any such counterpart,
22 each of which when executed and delivered shall be deemed to be an original and all of which
23 counterparts taken together shall constitute one instrument. A fax or PDF signature on this
24 Settlement shall be as valid as an original signature.

25 **I. Meet and Confer Regarding Disputes**

26 84. Should any dispute arise among the Parties or their respective counsel regarding the
27 implementation or interpretation of this Settlement, a representative of Class Counsel and a
28

representative of Defense Counsel shall meet and confer in an attempt to resolve such disputes prior to submitting such disputes to the Court.

J. Agreement Binding on Successors

85. This Agreement will be binding upon, and inure to the benefit of, the successors in interest of each of the Parties.

K. Cooperation in Drafting

86. The Parties have cooperated in the negotiation and preparation of this Settlement. This Settlement will not be construed against any Party on the basis that the Party, or the Party's counsel, was the drafter or participated in the drafting of this Settlement.

L. Fair Settlement

87. Plaintiffs, Defendants, Class Counsel, and Defense Counsel believe that this Settlement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Settlement through arm's-length negotiations, taking into account all relevant factors, current and potential, and is consistent with public policy, and fully complies with applicable provisions of law.

M. Headings

88. The descriptive heading of any section or paragraph of this Settlement is inserted for convenience of reference only and does not constitute a part of this Settlement and shall not be considered in interpreting this Settlement.

N. Notice

89. All notices, demands, or other communications given under this Settlement must be in writing and addressed as follows:

To Plaintiffs and the Class:
Justin Daily
Reed Aljian
Simon Kwak
Joanne Kim
DAILY ALJIAN LLP
100 Bayview Circle, Suite 5500
Newport Beach, CA 92660
Telephone: 949.861.2524
Facsimile: 949.269.6364

///

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Eric B. Kingsley
Kelsey M. Szamet
KINGSLEY SZAMET EMPLOYMENT LAWYERS
16133 Ventura Blvd., Suite 1200
Encino, CA 91436
Telephone: (818) 990-8300
Facsimile: (818) 990-2903

Mark A. Potashnick
WEINHAUS & POTASHNICK
11500 Olive Blvd., Suite 133
St. Louis, MO 63141
Telephone: (314) 997-9150

And

To Defendants:
Vickie V. Grasu, Esq.
Nicole C. Burgos, Esq.
O'HAGAN MEYER
21650 Oxnard Street, Suite 530
Woodland Hills, CA 91367
Telephone: (213) 306-1610
Facsimile: (213) 306-1615

O. Enforcement of Settlement and Continuing Court Jurisdiction

90. To the extent consistent with class action procedure, this Settlement shall be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6 and California Rule of Court 3.769(h). The disposition entered by the Court will not adjudicate the merits of the Action or the liability of the Parties resulting from the allegations of the Action. Its sole purpose is to adopt the terms of the Settlement and to retain jurisdiction over its enforcement. To that end, the Court shall retain continuing jurisdiction over this Action and over all Parties and Class Members, to the fullest extent to enforce and effectuate the terms and intent of this Settlement.

P. Mutual Full Cooperation

91. The Parties agree fully to cooperate with each other to accomplish the terms of this Settlement, including but not limited to execution of such documents, and to take such other action as may reasonably be necessary to implement the terms of this Settlement. The Parties to this Settlement shall use their best efforts, including all efforts contemplated by this Settlement, to effectuate this Settlement and the terms set forth herein. In the event the Parties are unable to reach

1 agreement on the form or content of any document needed to implement the Settlement, or on any
2 supplemental provisions that may become necessary to effectuate the terms of the Settlement, the
3 Parties agree to seek the assistance of the Court.

4 **Q. Authorization to Act**

5 92. Class Counsel warrants and represents that they are authorized by Plaintiffs, and
6 Defense Counsel warrants that they are authorized by Defendants, to take all appropriate action
7 required to effectuate the terms of this Settlement, except for signing the documents, including but
8 not limited to this Settlement, that are required to be signed by the Parties.

9 **R. No Reliance on Representations**

10 93. The Parties have made such investigation of the facts and the law pertaining to the
11 matters described herein and to this Settlement as they deem necessary, and have not relied, and do
12 not rely, on any statement, promise, or representation of fact or law, made by any of the other parties,
13 or any of their agents, employees, attorneys, or representatives, with regard to any of their rights or
14 asserted rights, or with regard to the advisability of making and executing this Settlement, or with
15 respect to any other matters. No representations, warranties, or inducements have been made to any
16 party concerning this Settlement.

17 **S. No Prior Assignment**

18 94. The Parties hereto represent, covenant, and warrant that they have not directly or
19 indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any
20 person or entity any portion of any liability, claim, demand, action, cause of action or rights herein
21 released and discharged except as set forth herein. If a Class Member makes a claim for any of the
22 Class Released Claims between the start of the Class Period and the date in which the Court approves
23 the Settlement outlined in this Agreement as final, such a claim will be deemed covered and released
24 by the individual Class Member making the claim unless such Class Member has timely exercised
25 the right to be excluded from this Agreement under the terms set forth herein. If a PAGA Group
26 Member makes a claim for any of the PAGA Released Claims between the start of the PAGA Period
27 and the date in which the Court approves the Settlement outlined in this Agreement as final, such a
28 claim will be deemed covered and released by the individual PAGA Group Member making the

claim, regardless of whether or not the PAGA Group Member has excluded themselves from the Class Released Claims. Any Participating Class Member and/or PAGA Group Member covered by this Agreement will be barred from proceeding with any such claim for any of the Released Claims.

T. Review of Noticed Motions and/or Other Pleadings

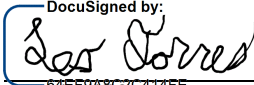
95. Class Counsel expressly agrees that prior to any filing concerning the terms herein, including but not limited to the Motion for Preliminary Approval and the Motion for Final Approval, it shall use best efforts to e-mail a draft of said motion and/or pleading to Defense Counsel at least two calendar days prior to its filing.

EXECUTION BY PARTIES

The Parties hereby execute this Settlement.

Dated: 2/1/2025

LEOBARDO TORRES

By: 
Plaintiff

Dated: _____

CLAUDIA ENRIQUEZ-GONZALEZ

By: _____
Plaintiff

Dated: _____

TARIQ ABEDI

By: _____
Defendant

Dated: _____

RAJWANT ABEDI

By: _____
Defendant

[Additional Signatures of Parties on Following Page]

claim, regardless of whether or not the PAGA Group Member has excluded themselves from the Class Released Claims. Any Participating Class Member and/or PAGA Group Member covered by this Agreement will be barred from proceeding with any such claim for any of the Released Claims.

T. Review of Noticed Motions and/or Other Pleadings

95. Class Counsel expressly agrees that prior to any filing concerning the terms herein, including but not limited to the Motion for Preliminary Approval and the Motion for Final Approval, it shall use best efforts to e-mail a draft of said motion and/or pleading to Defense Counsel at least two calendar days prior to its filing.

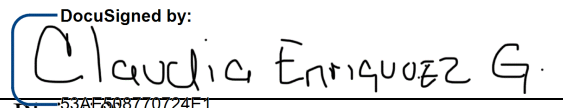
EXECUTION BY PARTIES

The Parties hereby execute this Settlement.

Dated: _____ LEOBARDO TORRES

By: _____
Plaintiff

Dated: enero 31, 2025 CLAUDIA ENRIQUEZ-GONZALEZ

By: 
Plaintiff

Dated: _____ TARIQ ABEDI

By: _____
Defendant

Dated: _____ RAJWANT ABEDI

By: _____
Defendant

[Additional Signatures of Parties on Following Page]

claim, regardless of whether or not the PAGA Group Member has excluded themselves from the Class Released Claims. Any Participating Class Member and/or PAGA Group Member covered by this Agreement will be barred from proceeding with any such claim for any of the Released Claims.

T. Review of Noticed Motions and/or Other Pleadings

95. Class Counsel expressly agrees that prior to any filing concerning the terms herein, including but not limited to the Motion for Preliminary Approval and the Motion for Final Approval, it shall use best efforts to e-mail a draft of said motion and/or pleading to Defense Counsel at least two calendar days prior to its filing.

EXECUTION BY PARTIES

The Parties hereby execute this Settlement.

Dated: _____ LEOBARDO TORRES

By: _____
Plaintiff

Dated: _____ CLAUDIA ENRIQUEZ-GONZALEZ

By: _____
Plaintiff

Dated: Feb 18, 2025 TARIQ ABEDI

By: 
Tariq Abedi (Feb 18, 2025 17:37 PST)
Defendant

Dated: Feb 18, 2025 RAJWANT ABEDI

By: Rajwant Abedi
Rajwant Abedi (Feb 18, 2025 17:54 PST)
Defendant

[Additional Signatures of Parties on Following Page]

1 Dated: Feb 18, 2025

L&S PIZZA, INC.

2
3 By: 
Rajwant Abedi (Feb 18, 2025 17:54 PST)
(Signature)

4 Rajwant Abedi
5 Rajwant Abedi
6 President
(Title)

7
8 Dated: Feb 18, 2025

T&R PIZZA, INC.

9
10 By: 
Tariq Abedi (Feb 18, 2025 17:37 PST)
(Signature)

11 Tariq Abedi
12 Tariq Abedi
13 President
(Title)

14 Dated: Feb 18, 2025

T&A PIZZA, INC.

15
16 By: 
Tariq Abedi (Feb 18, 2025 17:37 PST)
(Signature)

17 Tariq Abedi
18 Tariq Abedi
19 President
(Title)

20
21 Dated: Feb 18, 2025

A&S PIZZA, INC.

22
23 By: 
Rajwant Abedi (Feb 18, 2025 17:54 PST)
(Signature)

24 Rajwant Abedi
25 Rajwant Abedi
26 President
(Title)

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28 *[Additional Signatures of Parties on Following Page]*

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Dated: Feb 18, 2025

LUCKY STARS AND MOON
INCORPORATED

By: Rajwant Abedi
Rajwant Abedi (Feb 18, 2025 17:54 PST)
(Signature)
Rajwant Abedi
Rajwant Abedi
President
(Title)

Approved as to Form:

Dated: _____

DAILY ALJIAN LLP

By: _____
Justin E. D. Daily
Simon Kwak
Co-Counsel and Attorneys for Plaintiffs
Leobardo Torres and Claudia Enriquez-
Gonzalez, individually and on behalf of all
others similarly situated

Dated: _____

KINGSLEY SZAMET
EMPLOYMENT LAWYERS

By: _____
Eric B. Kingsley
Kelsey M. Szamet
Co-Counsel and Attorneys for Plaintiffs
Leobardo Torres and Claudia Enriquez-
Gonzalez, individually and on behalf of all
others similarly situated

[Additional Signatures of Counsel on Following Page]

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Dated: _____

LUCKY STARS AND MOON
INCORPORATED

By: _____
(Signature)

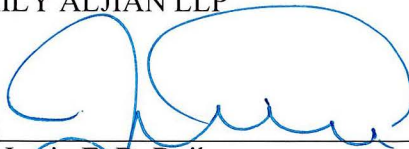
Rajwant Abedi

(Title)

Approved as to Form:

Dated: 11/31/25

DAILY ALJIAN LLP

By: 
Justin E. D. Daily
Simon Kwak
Co-Counsel and Attorneys for Plaintiffs
Leobardo Torres and Claudia Enriquez-
Gonzalez, individually and on behalf of all
others similarly situated

Dated: _____

KINGSLEY SZAMET
EMPLOYMENT LAWYERS

By: _____
Eric B. Kingsley
Kelsey M. Szamet
Co-Counsel and Attorneys for Plaintiffs
Leobardo Torres and Claudia Enriquez-
Gonzalez, individually and on behalf of all
others similarly situated

[Additional Signatures of Counsel on Following Page]

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Dated: _____

LUCKY STARS AND MOON
INCORPORATED

By: _____
(Signature)

Rajwant Abedi

(Title)

Approved as to Form:

Dated: _____

DAILY ALJIAN LLP

By: _____
Justin E. D. Daily
Simon Kwak
Co-Counsel and Attorneys for Plaintiffs
Leobardo Torres and Claudia Enriquez-
Gonzalez, individually and on behalf of all
others similarly situated

Dated: February 21, 2025

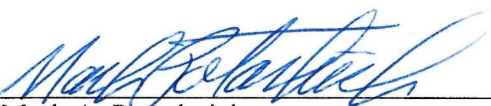
KINGSLEY SZAMET
EMPLOYMENT LAWYERS

By: /s/ Eric B. Kingsley
Eric B. Kingsley
Kelsey M. Szamet
Co-Counsel and Attorneys for Plaintiffs
Leobardo Torres and Claudia Enriquez-
Gonzalez, individually and on behalf of all
others similarly situated

[Additional Signatures of Counsel on Following Page]

1 Dated: 2/3/25

WEINHAUS & POTASHNICK

2
3 By: 
4 Mark A. Potashnick
5 Co-Counsel and Attorneys for Plaintiffs
6 Leobardo Torres and Claudia Enriquez-
7 Gonzalez, individually and on behalf of all
8 others similarly situated

9
10 Dated: _____

O'HAGAN MEYER

11 By: _____
12 Vickie V. Grasu
13 Nicole C. Burgos
14 Attorneys for Defendants
15 L&S Pizza, Inc.; T&R Pizza, Inc.; T&A
16 Pizza, Inc.; A&S Pizza, Inc.; Lucky Stars
17 and Moon Incorporated; Tariq Abedi; and
18 Rajwant Abedi
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Dated: _____

WEINHAUS & POTASHNICK

By: _____
Mark A. Potashnick
Co-Counsel and Attorneys for Plaintiffs
Leobardo Torres and Claudia Enriquez-
Gonzalez, individually and on behalf of all
others similarly situated

Dated: February 18, 2025

O'HAGAN MEYER

By:  _____
Vickie V. Grasu
Nicole C. Burgos
Attorneys for Defendants
L&S Pizza, Inc.; T&R Pizza, Inc.; T&A
Pizza, Inc.; A&S Pizza, Inc.; Lucky Stars
and Moon Incorporated; Tariq Abedi; and
Rajwant Abedi

EXHIBIT A

Torres, et al. v. L&S Pizza, Inc., et al.
(Merced County Superior Court Case Nos. 20CV-03134 & 21CV-00472)

NOTICE OF PENDENCY AND SETTLEMENT OF CLASS ACTION

YOU HAVE BEEN IDENTIFIED AS HAVING WORKED FOR L&S PIZZA, INC.; T&R PIZZA, INC.; T&A PIZZA, INC.; LUCKY STARS AND MOON, INC.; A&S PIZZA, INC.; TARIQ ABEDI, AND/OR RAJWANT ABEDI (“DEFENDANTS”) AS A NON-EXEMPT EMPLOYEE AT THEIR CALIFORNIA RESTAURANT LOCATIONS IN THE STATE OF CALIFORNIA SOME TIME BETWEEN OCTOBER 26, 2016, THROUGH OCTOBER 28, 2022.

YOU ARE NOT BEING SUED, AND THIS LAWSUIT IS NOT AGAINST YOU. DEFENDANTS HAVE AGREED TO A CLASS ACTION SETTLEMENT IN THE LAWSUIT(S) REFERENCED ABOVE. PLEASE READ THIS CAREFULLY AS YOUR RIGHTS MAY BE AFFECTED.

TO: ALL PERSONS WHO WORKED FOR DEFENDANTS in the State of California as a non-exempt employee between October 26, 2016, through October 28, 2022 (“Class Members”). A Court has granted Preliminary Approval to a proposed settlement of a class action lawsuit involving Defendants (the “Class Action”). If the Court grants Final Approval, there will be money available to you.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS CLASS ACTION	
DO NOTHING- PARTICIPATE IN THE SETTLEMENT –	Stay in this Class Action. Receive a payment. Give up certain rights. By doing nothing, you become a Participating Class Member, will be bound by the settlement and will be entitled to a settlement payment as detailed below. But, you will give up certain rights to sue Defendants separately for the legal claims raised in this Class Action.
OBJECT TO THE SETTLEMENT	Stay in this Class Action. May give up certain rights. If you object to the settlement, you will remain a member of the Class, and if the Court approves the settlement, you will be bound by the terms of the settlement in the same way as Class Members who do not object.
ASK TO BE EXCLUDED	Get out of this Class Action. Get no payment from it. Keep rights. If you ask to be excluded from the settlement, you will not receive any payment, unless you are a Class Member entitled to a PAGA Payment Share, as explained below. But, you will keep any rights you may have to sue Defendants separately for the legal claims raised or that could have been raised in this Class Action, with the exception of any PAGA Released Claims, as described below. The deadline to submit a written request for exclusion is , 2025.

Nothing in this Notice or the Settlement is intended to constitute tax advice. You should consult your tax advisor for any tax issues pertaining to this Settlement.

A. DESCRIPTION OF THE CLASS ACTION:

Plaintiff Torres and Plaintiff Enriquez-Gonzalez (“Plaintiffs”) formerly worked as non-exempt employees at one or more of Defendant’s California restaurant locations. On October 26, 2020, Plaintiff Torres filed a class action lawsuit in the Merced County Superior Court, entitled *Torres v. L&S Pizza, Inc.*, Case No. 20CV-03134, and alleged claims on behalf of a proposed class for damages and penalties for: (1) unreimbursed vehicle costs; (2) minimum wage deficits; (3) incomplete wage statements; (4) failure to produce personnel file; (5) penalties under Labor Code § 203; and (6) disgorgement under Business and Professions Code § 17204; and (8) penalties under Labor Code § 2698 *et seq.* (“PAGA”). On February 10, 2021, Plaintiff Enriquez-Gonzalez filed a class action lawsuit in the same court, entitled *Enriquez-Gonzalez v. T&R Pizza, Inc.*, Case No. 21CV-00472, and alleged claims on behalf of a proposed class for damages and penalties for: (1) unpaid wages; (2) meal period violations; (3) rest period violations; (4) wage statement violations; (5) waiting time penalties; (6) reimbursement for business expenses; and (7) unfair competition under Business § Professions Code §§ 17200-17208. Plaintiffs agreed to jointly prosecute their respective claims on behalf of other similarly situated non-exempt employees.

Defendants denied the allegations asserted by Plaintiffs. The Court has not ruled on the merits of the claims or defenses. Both sides recognize, however, the risks and expenses of continued litigation and therefore, the Parties have agreed to resolve their differences by entering into a settlement, which the Court has now preliminarily approved (the “Settlement”). At this time, the Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable; any final determination of those issues will be made at the Final Fairness and Approval hearing. The Court has also appointed the attorneys for Plaintiff as “Class Counsel” to represent Class Members affected by the Settlement. They are:

Justin E. D. Daily

Reed Aljian

Simon Kwak

Joanne Kim

DAILY ALJIAN LLP

100 Bayview Circle, Suite 5500

Newport Beach, CA 92660

Telephone: (949) 861-2524

Facsimile: (949) 269-6364

Eric B. Kingsley

Kelsey M. Szamet

KINGSLEY SZAMET EMPLOYMENT LAWYERS

16133 Ventura Blvd., Suite 1200

Encino, CA 91436

Telephone: (818) 990-8300

Facsimile: (818) 990-2903

Mark A. Potashnick

WEINHAUS & POTASHNICK

11500 Olive Blvd., Suite 133

St. Louis, MO 63141

Telephone: (314) 997-9150

The Court-appointed Settlement Administrator is:

PHOENIX CLASS ACTION ADMINISTRATION SOLUTIONS

[INSERT ADDRESS]

[INSERT TELEPHONE NO.]

B. SUMMARY OF PROPOSED SETTLEMENT TERMS

Subject to the court's Final Approval, a summary of the terms of the Settlement include:

1. **Class Settlement Amount:** Defendants will pay a Gross Settlement Amount of \$390,000.00, which will be used to pay: (1) Settlement Shares to Participating Class Members (*i.e.*, Class Members who do not opt-out of the Settlement) (*see* Para. 2, below); (2) settlement administration costs in an amount not to exceed \$12,950.00; (3) the costs incurred by Class Counsel in an amount not to exceed \$20,000.00; (4) enhancement awards of \$5,000.00 to each Plaintiff to compensate them for their time, work, and risks undertaken in bringing the claims on behalf of the Class; (5) Class Counsel's reasonable attorneys' fees not to exceed \$130,000.00 with 70% to Daily Aljian LLP and 30% to Kingsley & Kinglsey, APC, and Mark Potashnick, P.C., d/b/a/ "Weinhaus & Potashnick"; (6) payment to the California Labor and Workforce Development Agency ("LWDA") in the amount of \$11,250.00; and (7) PAGA Payment Shares to Class Members who worked during the PAGA Period (*see* Para. 3, below) in the amount of \$3,750.00. Defendants will pay the employer's share of payroll taxes on wages separate from the Settlement.

2. **Settlement Shares:** The total amount available for payment to Participating Class Members (*i.e.*, Class Members who do not opt-out of the Settlement) will be determined by deducting from the Gross Settlement Amount the combined total of Court awarded attorneys' fees and costs, settlement administration costs, enhancement awards to Plaintiffs, payment to the LWDA, and the amount allocated to the PAGA Payment Shares.

Each Participating Class Member's share of the Settlement will be calculated on a pro rata basis according to the number of workweeks he or she worked as a non-exempt between October 26, 2016, through October 28, 2022 (the "Class Period") in comparison to the total number of workweeks worked by all Participating Class Members during the Class Period. All employer payroll taxes due on the wage portion of this Settlement Share will be paid by Defendants in addition to the Gross Settlement Amount. An IRS Form W-2 will be issued for the wage portion of any settlement payment and an IRS Form 1099 will be issued for the interest, expense, penalty portion of this payment.

3. **PAGA Payment Shares:** If you worked for Defendants at any time between September 22, 2019, through October 28, 2022 (the "PAGA Period"), you will be entitled to an additional payment regardless of whether you request to be excluded from the Class and Settlement. The total amount allocated for this payment is \$3,750. This payment will be calculated on a pro rata basis according to the number workweeks a Class Member worked during the PAGA Period in comparison to the total number of workweeks worked by other Class Members during the PAGA Period. The PAGA Payment Share is allocated as penalties and will be included in IRS Form 1099.

4. **Your Estimated Share of the Settlement:** You do not need to do anything in order to receive your payment. Based on Defendants' records, your estimated payments under the Settlement will be as follows: Settlement Share of approximately \$ [REDACTED] for [REDACTED] workweeks during the Class Period, and PAGA Payment Share of approximately \$ [REDACTED] for [REDACTED] workweeks during the PAGA Period.

If you believe the number of workweeks credited to you shown above are not accurate, you may send a letter to the Settlement Administrator indicating what you believe is correct. Your written letter should include: (1) the case name and number of this action; (2) your name (and any former names used with Defendants), mailing address, telephone number, last four digits of your Social Security Number; (3) the number of workweeks you claim to have worked during the relevant time periods, along with any supporting documentation; and (4) your signature and date of signature, or of your representative.

The Settlement Administrator will work with the Parties to resolve any dispute based upon Defendants' records and any information you provide. If the parties are unable to resolve the dispute, the Settlement Administrator will make the final decision regarding the number of workweeks. Any such dispute must be mailed to the Settlement Administrator no later than [DATE].

5. Updated Contact Information:

If your mailing address or contact information changes after receiving this Notice, you should call or write the Settlement Administrator to update your updated information so that settlement checks can be timely sent to you.

6. Timing of Payments:

The Settlement requires Defendants to fully fund the Gross Settlement Amount before the date of the Final Fairness and Approval Hearing set forth below. If the Court grants final approval of the Settlement, and no appeals are taken, it is anticipated that your share of the Settlement will be mailed to approximately one to two months after the date of the Court's order granting final approval.

If you do not request to be excluded from the Settlement, then your settlement check will automatically be mailed to you at the same address where you received this Notice, or to a different address if you provide updated contact information to the Settlement Administrator.

If you submit a timely and valid request for exclusion from the Settlement but worked as an hourly employee during the PAGA Period, you will not receive a Settlement Share but will receive a PAGA Payment Share.

C. RELEASE OF LIABILITY

If the Settlement is finally approved by the Court and Defendants fund all amounts due under the Settlement, Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release will be deemed to release all claims that were alleged, or reasonably could have been alleged, based on facts alleged in the Operative Complaint, including, any and all claims, actions, and causes of action, arising during the Class Period, including, but not limited to, claims for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802 and Industrial Welfare Commission Wage Orders Nos. 1-2001, 4-2001, 7-2001, 9-2001, and 16-2001 for failing to pay overtime wages, failure to provide meal periods and/or pay meal premiums, failure to authorize/permit rest periods and/or pay rest premiums, failure to pay minimum/regular wages, failure to timely pay wages upon termination, failure to provide compliant wage statements, failure to reimburse necessary business expenses, and unfair or unlawful business practices pursuant to California Business and Professions Code § 17200, et seq., based on the aforementioned claims.

Additionally, Class Members employed during the PAGA Period, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release will be deemed to release all claims for civil penalties recoverable under the Private Attorneys General Act of 2004 (*i.e.*, PAGA), that were alleged, or reasonably could have been alleged, in the Operative Complaint and PAGA Notices, arising during the PAGA Period.

D. TO REQUEST EXCLUSION FROM THE SETTLEMENT

If you want to be excluded from the Settlement (also referred to as “opting out”), you must send a written request to the Settlement Administrator (“Request for Exclusion”), postmarked no later than [DATE].

To be valid, your Request for Exclusion must include: (1) the case name and number of this action; (2) your name (and any former names used with Defendants), mailing address, telephone number, and last four digits of your Social Security Number; (3) a statement that you request to be excluded from the Class and do not wish to participate in the Settlement; and (4) your signature and date of signature, or of your representative.

If you submit a timely and valid Request for Exclusion, you will no longer be a Class Member, and you will not receive a Settlement Share or be able to object to the terms of the Settlement. You will not be bound by the terms of the Settlement and you may pursue any claims you may have against Defendants at your own expense.

Class Members employed during the PAGA Period cannot exclude themselves from the release of the PAGA claim and will be entitled to a PAGA Payment Share, whether or not they submit a valid Request for Exclusion.

E. TO OBJECT TO THE SETTLEMENT

If you would like to object to the Settlement, you must not submit a Request for Exclusion. In order to object, you may submit a written objection to the Settlement Administrator, postmarked no later than [DATE].

A written objection must include: (1) the case name and number of this action; (2) your name (and any former names used with Defendants), mailing address, telephone number, and last four digits of your Social Security Number; (3) the grounds for objecting, along with any supporting papers; and (4) your signature and date of signature, or of your representative.

You or your representative may appear in person, at your own expense, at the Final Fairness and Approval Hearing to present any oral objections even if you do not submit a timely written objection.

F. FINAL APPROVAL HEARING ON PROPOSED SETTLEMENT

The Final Fairness and Approval Hearing on the fairness and adequacy of the proposed Settlement will be held on [] at [], in Department 8 of the Superior Court of the State of California, County of Merced, 627 W. 21st Street, Merced, CA 95340. The Settlement Administrator will notify any Class Member who objected to the Settlement if the hearing is postponed to some other date. It is not necessary for you to appear at this hearing. However, a Class Member who wishes to make an oral objection at the hearing may do so even if the Class Member did not submit a written objection. If you intend to appear at the hearing, please check the Court's website at <https://www.merced.courts.ca.gov/> for current procedures to attend.

G. ADDITIONAL INFORMATION ABOUT THE PROPOSED SETTLEMENT

This Notice only summarizes the pending lawsuits, the Settlement, and other related matters. For more information, please refer to the Settlement titled "Joint Stipulation of Class Action and PAGA Settlement" attached as Exhibit [] to the Declaration of [] in Support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement, which was filed with the Court on [DATE] in Case Number 20CV-03134.

You may visit the Court's website (<https://www.merced.courts.ca.gov/>) for more information on accessing and/or purchasing copies of the records filed in the lawsuits. You may also contact Class Counsel or the Settlement Administrator with any questions about this Notice or the Class Action at the telephone numbers provided in Section A of this Notice.

DO NOT CALL OR WRITE TO THE JUDGE OR THE COURT.