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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **IN AND FOR THE COUNTY OF MERCED**

10 KALAINA A. DULA, an individual, on
11 behalf of herself, and on behalf of all persons
similarly situated,

12 Plaintiff,

13 vs.

14 2 KINGS GAMING, INC., a California
corporation; and DOES 1-50, inclusive;

15 Defendants.
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Case No. 20CV-02289

**[PROPOSED] ORDER AND JUDGMENT
GRANTING FINAL APPROVAL OF CLASS
AND PAGA ACTION SETTLEMENT,
APPROVAL OF ATTORNEYS' FEES AND
COSTS, AND CLASS REPRESENTATIVE
ENHANCEMENT PAYMENT**

Date: July 15, 2022

Time: 8:15 a.m.

Judge: Hon. Brian McCabe

Dept.: 8

1 This matter came on for hearing on July 15, 2022 at 8:15 a.m., in front of the Hon. Brian McCabe,
2 presiding, Plaintiff's unopposed Motion for Order Granting Final Approval of Class and PAGA Action
3 Settlement and Entering Judgment pursuant to California Rule of Court 3.769, with the attorneys from
4 the JCL LAW FIRM, APC, and ZAKAY LAW GROUP, APLC, as counsel for plaintiff KALAINA A.
5 DULA (hereinafter "Plaintiff") and counsel from FISHER & PHILLIPS, LLP, appearing as counsel for
6 defendant 2 KINGS GAMING, INC. (hereinafter "Defendant").

7 The Court, having received and carefully considering the Class Action Settlement Agreement
8 ("Agreement"), the supporting papers filed by the Parties, the evidence and argument received by the
9 Court in conjunction with the unopposed Motion for Preliminary Approval of Class Action Settlement
10 heard on April 6, 2022, the instant Motion for Order Granting Final Approval of Class and PAGA Action
11 Settlement, the Court grants final approval of the Settlement and HEREBY ORDERS, ADJUDICATES
12 and DECREES THE FOLLOWING:

13 1. All capitalized terms used herein shall have the same meaning as defined in the Agreement
14 which is attached hereto as Exhibit "A".

15 2. Pursuant to the Order Granting Preliminary Approval, the Class Notice was sent to each
16 Settlement Class Member by mail. The Class Notice informed the Settlement Class Members of the
17 terms of the Settlement, and of (a) their right to receive an Individual Settlement Payments, (b) their
18 right to comment on or object to the Settlement, (c) their right to request exclusion from the Settlement
19 and pursue their own remedies, and (d) their right to appear in person or by counsel at the final approval
20 hearing and to be heard regarding approval of the Settlement. Adequate periods of time were provided
21 by each of these procedures.

22 3. Following the conclusion of the response deadline, the Administrator reports that it
23 received *zero (0) written objections* to the Settlement and *zero (0) written requests for exclusion* from
24 the Settlement.

25 4. The Court finds and determines that the notice procedure afforded adequate protections to
26 the Settlement Class and provides the basis for the Court to make an informed decision regarding
27 approval of the Settlement based on the responses of the Settlement Class. The Court finds and
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determines that the notice provided in this case was the best notice practicable, which satisfied the requirements of law and due process.

5. With respect to the Settlement Class and for purposes of approving this Settlement only, this Court finds and concludes that: (a) the members of the Settlement Class are ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to the Settlement Class, and there is a well-defined community of interest among the Settlement Class with respect to the subject matter of the Action; (c) the claims of Class Representative KALAINA A. DULA are typical of the claims of the Settlement Class; (d) the Class Representative has fairly and adequately protected the interests of the Settlement Class; (e) a class action is superior to other available methods for an efficient adjudication of this controversy; and (f) the counsel of record for the Class Representative, i.e., Jean-Claude Lapuyade, Esq. of the JCL Law Firm, APC, Shani Zakay, Esq. of the Zaky Law Group, APLC, (hereinafter “Class Counsel”), are qualified to serve as counsel for the Class Representative and the Settlement Class.

6. The Court has certifies the Settlement Class, as that term is defined in and by the terms of the Agreement as follows:

All individuals who are or previously were employed by Defendant in California and classified as non-exempt employees at any time during the Class Period. The “Class Period” is the period from August 12, 2016, to January 8, 2022.

7. The Court deems the definition of Settlement Class Members sufficient for purposes of California Rule of Court 3.765(a).

8. The Court hereby confirms Jean-Claude Lapuyade, Esq. of the JCL Law Firm, APC, and Shani Zakay, Esq. of the Zakay Law Group, APLC as Class Counsel for the Class Representative in this Action.

9. The Court hereby confirms plaintiff KALAINA A. DULA as the Class Representative in this Action.

10. The Court finds and determines that the terms set forth in the Agreement are fair,

1 reasonable, and adequate and directs the Parties to effectuate the Settlement according to its terms having
2 found that the Settlement was reached as a result of informed and non-collusive arms' length
3 negotiations facilitated by a neutral mediator. The Court further finds that the Parties conducted
4 extensive investigation, research, and discovery and that their attorneys were able to reasonably evaluate
5 their respective positions. The Court also finds that Settlement will enable the Parties to avoid additional
6 and potentially substantial litigation costs, as well as delay and risks if the Parties were to continue to
7 litigate the case. The Court has reviewed the monetary recovery provided as part of the Settlement and
8 recognizes the significant value accorded to the Settlement Class.

9 11. The Court further finds and determines that the terms of the Settlement, including the
10 Settlement Sum of Ninety-Seven Thousand, Five Hundred Dollars and Zero Cents (\$97,500.00), are
11 fair, reasonable and adequate to the Settlement Class and to each member of the Settlement Class and
12 that the Settlement is ordered finally approved, and that all terms and provisions of the Settlement should
13 be and hereby are ordered to be consummated.

14 12. The Court further finds and determines that Class Counsel satisfied California Labor Code
15 § 2699(1)(2) by giving the LWDA notice of the proposed Settlement of claims arising under the Private
16 Attorney General Act ("PAGA") on Mach 7, 2022, and again on June 22, 2022.

17 13. The Court orders Class Counsel to comply with California Labor Code § 2699(1)(3) by
18 providing the LWDA a copy of this order within ten (10) calendar days of the Court's entry of this
19 Order.

20 14. The Court finds and determines that the Individual Settlement Payments to be paid to
21 participating members of the Settlement Class as provided for by the Settlement are fair and reasonable.
22 The Court hereby gives final approval to and orders the payment of those amounts be made to the
23 participating Settlement Class Members in accordance with the Agreement.

24 15. The Court finds and determines that the PAGA allocation, of \$5,000.00 as its share of the
25 settlement of civil penalties in this case is fair, reasonable, and appropriate. The Court hereby gives final
26 approval to and orders that the payment of that amount be paid in accordance with the Agreement.

27 16. The Court finds and determines that the fees and expenses in administrating the Settlement
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1 incurred by Simpluris, Inc., in the amount of \$5,541.00 are fair and reasonable. The Court hereby gives
2 final approval to and orders that the payment of that amount in accordance with the Settlement.

3 17. The Court finds and determines the class representative enhancement award in the amount
4 of \$7,500.00 to the Class Representative, KALAINA A. DULA, is fair and reasonable. The Court hereby
5 orders the Administrator to make this payment to the Class Representative in accordance with the terms
6 of the Agreement.

7 18. Pursuant to the terms of the Settlement, and the authorities, evidence and arguments
8 submitted by Class Counsel, the Court hereby awards a payment of attorneys' fees and costs in the total
9 sum of \$43,500.00. The payment of attorneys' fees and costs is comprised of two components. First,
10 \$32,500.00 as attorneys' fees which represents one-third of the Settlement Sum. The attorneys' fee
11 portion of the payment for attorneys' fees and costs shall be allocated as follows: 50% to the JCL Law
12 Firm, APC, 50% to the Zakay Law Group, APLC. Second, \$11,000 for actually incurred litigation costs
13 as evidenced by Class Counsels' billing records. The Administrator shall allocate the cost award
14 according to Class Counsels' actually incurred litigation expenses as stated and supported in their
15 respective declarations filed in support of this motion. The Court finds such amounts to be fair and
16 reasonable. The Court hereby orders the Administrator to make these payments in accordance with the
17 terms of the Agreement.

18 19. Without affecting the finality of this order or the entry of judgment in any way, the Court
19 retains jurisdiction of all matters relating to the interpretation, administration, implementation,
20 effectuation, and enforcement of this order and the Settlement.

21 20. Neither Defendant nor any related persons or entities shall have any further liability for
22 costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except as provided
23 for by the Agreement.

24 21. Neither the making of the Agreement nor the entry into the Agreement constitutes an
25 admission by Defendant, nor is this Order a finding of the validity of any claims in the Action or of any
26 other wrongdoing. Further, the Agreement is not a concession, and shall not be used as an admission of
27 any wrongdoing, fault, or omission of any entity or persons; nor may any action taken to carry out the
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1 terms of the Agreement be construed as an admission or concession by or against Defendant or any
2 related person or entity.

3 22. Nothing in this order shall preclude any action to enforce the Parties' obligations under
4 the Settlement or under this order, including the requirement that Defendant make payments to the
5 participating Settlement Class members in accordance with the Settlement.

6 23. The Court hereby enters final judgment in accordance with the terms of the Agreement,
7 the Order Granting Preliminary Approval of Class and PAGA Action Settlement granted on April 21,
8 2022, and this order.

9 24. The Parties will bear their own costs and attorneys' fees except as otherwise provided by
10 this Court's Order awarding the payment of attorneys' fees and costs.

11 25. Accordingly, the motions for Final Approval of Class and PAGA Action Settlement and,
12 Motion for Approval of the payment of attorneys' fees and costs, and class representative enhancement
13 award are GRANTED and the corresponding Judgment filed with the motion shall be ENTERED.

14
15 IT IS SO ORDERED, ADJUDICATED AND DECREED

16
17 Date: _____, 2022

18 _____
JUDGE OF THE SUPERIOR COURT

EXHIBIT A

CLASS ACTION SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made between KALAINA A. DULA (“Plaintiff”), on behalf of herself and all others similarly situated (the “Putative Class”), on the one hand, and 2 KINGS GAMING, INC. (“Defendant”), on the other hand. Plaintiff and Defendant will at times be referred to collectively as the “Parties” and may individually be referred to as a “Party.”

RECITALS

WHEREAS, Plaintiff contends she was employed by Defendant during the alleged “Class Period,” defined as between August 12, 2016 and the earlier of January 8, 2022 or the date the Court in the Action grants Preliminary Approval of this settlement;

WHEREAS, on August 12, 2020, Plaintiff filed a Class Action Complaint in the Superior Court of California, County of Merced, Case Number 20CV-02289, entitled *Kalaina A. Dula v. 2 Kings Gaming, Inc.* (the “Action”), asserting the following causes of action on a class or representative basis against Defendant: (1) Violation of CA Business & Professions Code § 17200, (2) Failure to Pay Minimum Wage, (3) Failure to Pay Overtime, (4) Failure to Provide Meal Periods, (5) Failure to Provide Rest Periods, (6) Failure to Reimburse Business Expenses, (7) Failure to Provide Accurate Wage Statements, (8) Failure to Timely Pay Wages, and (9) Violation of Private Attorney General Act;

WHEREAS, Defendant denies the validity of Plaintiff’s claims in the Action; however, for the purposes of settlement only, the Parties agree that certification of the class is appropriate and the requisites for establishing class certification are met;

WHEREAS, a settlement has been reached as to the Action in the total gross amount of Ninety-Seven Thousand Five Hundred Dollars and Zero Cents (\$97,500.00);

WHEREAS, the Parties want to resolve and settle the dispute that has arisen between them, as well as any other claims, asserted or not asserted, that either party may have against the other arising out of facts or events, known or unknown, occurring up to and including the date of execution of this Agreement;

NOW, THEREFORE, in consideration of the promises in this Agreement, the Parties agree as follows:

AGREEMENT

1. No Admission of Liability. It is understood and agreed by Plaintiff that this Agreement represents a compromise and settlement for various matters and that the promises and payments and consideration of this Agreement shall not be construed to be an admission of any liability by any Released Parties. Plaintiff further agrees that this Agreement cannot be used as evidence, nor can it be referred to or relied upon, in any arbitration, administrative, court, or legal proceeding (other than to seek preliminary and final court approval of this Agreement, enforce the terms of this Agreement, or as required by a valid court order). The Released Parties disclaim and deny any liability, obligation, or responsibility to Plaintiff whatsoever.

2. Gross Settlement Payment. In consideration for the releases as described in Paragraphs 3 and 4 of this Agreement, and subject to court approval of this Agreement, Defendant agrees to pay the non-reversionary gross amount of Ninety-Seven Thousand Five Hundred Dollars and Zero Cents (\$97,500.00) (the “Settlement Sum”) to the Class Members (as defined in Paragraph 6 below) subject to the following terms and conditions:

a. The Parties agree that of the Settlement Sum, Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) will be designated to the named Plaintiff, without deductions, as an enhancement award in addition to any amount she may be entitled to receive pursuant to the distribution formula as identified in Paragraph 6 for her time, effort, expense, and risks associated with being a named representative of the Class Members and a general release of her rights. This payment will be reported as 1099 income. Defendant will not oppose any application for such an enhancement award so long as it is consistent with the terms described herein. This amount shall come from, and shall not be in addition to, the Settlement Sum. Plaintiff acknowledges her responsibility for any and all taxes for these sums pursuant to Paragraph 2.e. Should the Court approve less than the amount provided for in this paragraph, said reduced approval amount shall not be cause to invalidate the Agreement;

b. The Parties agree that up to Fifteen Thousand Dollars and Zero Cents (\$15,000.00) of the Settlement Sum will be for the payment of settlement administration fees of a third-party administrator. The costs of the Administrator shall be paid from, and shall not be in addition to, the Settlement Sum. Should the Court approve less than the amount provided for in this paragraph, said reduced approval amount shall not be cause to invalidate the Agreement;

c. The Parties agree that up to Five Thousand Dollars and Zero Cents of the Settlement Sum will be allocated to Plaintiff’s claims under the Private Attorneys General Act (“PAGA”) and will be distributed in accordance with the percentages identified within the Act, (i.e. twenty-five percent (25%) of the \$5,000.00 PAGA allocation (i.e. \$1,250.00) will be distributed to the Aggrieved Employees, and seventy-five percent (75%) of the PAGA allocation (i.e. \$3,750.00) will be distributed to the California Labor and Workforce Development Agency (“LWDA”). These amounts shall come from, and shall not be in addition to, the Settlement Sum. Should the Court allocate less or more than the amount provided for in this paragraph, said allocations shall not be cause to invalidate the Agreement;

d. The Parties agree that up to one third of the Settlement Sum (i.e. \$32,500.00) will be allocated to the payment of attorneys’ fees incurred in the Action. Defendant will not oppose any request for attorneys’ fees so long as it does not exceed this threshold. Plaintiff will also be entitled to the actual litigation costs from the Settlement Sum as approved by the Court in an amount up to, and not to exceed Twenty Thousand Dollars and Zero Cents (\$20,000.00), based on costs actually incurred by Plaintiff’s Counsel. These amounts shall come from, and shall not be in addition to, the Settlement Sum. Should the court approve less than the amount provided for in this paragraph, said reduced approval amount shall not be cause to invalidate the Agreement;

e. The Parties agree that employee-side payroll taxes associated with any payments to the Class Members from the Settlement Sum shall come from, and shall not be in addition to, the Settlement Sum. The representative Plaintiff and Class Members shall be responsible for any and all tax obligations associated with any payments they receive as part of the Settlement Sum. The Parties further

agree that employer-side payroll taxes associated with any payments to the Class Members from the Settlement Sum shall be paid separately and in addition to the Settlement Sum by Defendant;

f. There shall be a Net Settlement Sum that is distributed to the Class Members in accordance with the allocations set forth in Paragraph 6 below. The Net Settlement Sum shall consist of the Settlement Sum less the amounts identified in Paragraph 2.a. through 2.e., above (attorneys' fees and costs, costs of administration, PAGA allocation, and representative enhancement award). All Class Members will receive a portion of the Net Settlement Sum on a pro rata basis based on the number of workweeks they worked during the Class Period. Specifically, the final settlement payments will be determined by the Administrator by taking the number of workweeks each individual Class Member worked during the Class Period and dividing that by the total number of workweeks Class Members worked during the Class Period and multiplying that fraction by the Net Settlement Amount; and

g. Within fourteen (14) calendar days after the Court grants final approval of this Agreement, Defendant shall deposit the Settlement Sum (\$97,500.00) in a QSF account established by the Administrator. For purposes of counting the fourteen (14) day deadline established by this section, court approval may be by way of minute order, order from the bench, or by signing a submitted final approval order, whichever is earlier. The Administrator is to provide Defendant advanced notice within seven (7) calendar days after the Court grants final approval of this Agreement regarding the total monies Defendant must deposit.

3. Release. In exchange for the mutual promises and consideration set forth in this Agreement, the sufficiency of which is hereby acknowledged by the Parties, a release of liability is understood and agreed to as follows:

a. "Released Parties" as referenced herein and as released in the Agreement shall collectively mean Defendant and each of Defendant's past, present and future parent companies, subsidiaries, affiliates, principals, and any other person, corporation, association or partnership responsible or potentially responsible for any claims made or that could have been made in the Action, and the past, present and future shareholders, directors, officers, agents, employees, attorneys, insurers, predecessors, and successors and assigns of any of the foregoing.

b. Upon Final Approval of the Settlement and funding of the Settlement Sum by Defendant, Plaintiff Kalaina A. Dula, on behalf of herself and her heirs, successors, assigns, attorneys and agents, hereby releases and forever discharge the Released Parties from any and all claims, demands, debts, duties, obligations, promises, liabilities, damages, accounts, payments, liens acts, costs, expenses, sums of money, suits, dues, actions or causes of action, both in law and in equity, whether known or unknown, matured or unmatured, suspected or unsuspected, which she ever had, now has, or may have in the future against any of them including, but not limited to, any claims made or which could have been made in the Action, any claims for failure to pay minimum wages, failure to pay overtime, failure to provide meal periods, failure to pay meal period premiums, failure to provide rest breaks, failure to provide rest break premiums, failure to reimburse business expenses, failure to provide accurate wage statements, failure to timely pay wages, failure to pay wages at separation, violations of the California Private Attorneys General Act, violations of the California Industrial Welfare Commission's ("IWC") Wage Orders, violations of California Labor Code §§201, 202, 203, 204, 206, 210, 218.6, 226, 226.7, 246, *et seq.*, 351, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1198, 2698, *et seq.*, 2699, 2800, 2802, California

Business and Professions Code §§ 17200, *et seq.*, and all claims for costs, attorney's fees, civil penalties, statutory penalties, premium pay, and liquidated damages related thereto.

c. As a condition of participating in this class action settlement, Class Members, and individuals who are within the scope of the class definition but fail to timely submit a request to be excluded from the proposed settlement, upon Final Approval of the Settlement and funding of the Settlement Sum by Defendant, shall release and forever discharge the Released Parties from any and all class action and representative claims made in the Action, or which could have been made based on the facts alleged in the Action, including, but not limited to, any claims for failure to pay minimum wages, failure to pay overtime, failure to provide meal periods, failure to pay meal period premiums, failure to provide rest breaks, failure to provide rest break premiums, failure to reimburse business expenses, failure to provide accurate wage statements, failure to timely pay wages, failure to pay wages at separation, violations of the California Industrial Welfare Commission's ("IWC") Wage Orders based on those violations, violations of California Labor Code §§201, 202, 203, 204, 206, 210, 218.6, 226, 226.7, 510, 512, 1174, 1194, 1194.2, 1197, 1198, , 2802, California Business and Professions Code §§ 17200, *et seq.* arising from those violations, and all claims for costs, attorney's fees, civil penalties, statutory penalties, premium pay, and liquidated damages arising therefrom (the "Released Claims"). The release shall not extend to any claims outside of the Class Period and expressly excluding claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and the PAGA Released Claims, which are released separately hereinbelow. Upon Final Approval of the Settlement and funding of the Settlement Sum by Defendant, the Aggrieved Employees shall release all PAGA claims alleged in the operative complaint and Plaintiff's PAGA notice to the LWDA which occurred during the PAGA Period, and expressly excluding all other claims, including claims vested benefits, unpaid wages, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside the PAGA Period (the "PAGA Released Claims"). The "PAGA Period" shall be the period between June 4, 2019 and the earlier of January 8, 2022 or preliminary approval of the Settlement. The "Aggrieved Employees" shall include all individuals who are or previously were employed by Defendant in California and classified as non-exempt employees at any time during the PAGA Period.

4. California Civil Code Section 1542. Plaintiff hereby agrees that, upon Final Approval of the Settlement and funding of the Settlement Sum by Defendant, all of her rights under section 1542 of the Civil Code of the State of California are hereby waived as to any claims she may have against Defendant. Section 1542 has been explained to Plaintiff by her counsel and provides as follows:

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

5. Motion for Preliminary Approval of Class Action Settlement. Plaintiff and Plaintiff's counsel shall make their best efforts to file a Motion for Preliminary Approval of this Agreement concurrent with seeking the Court's certification of the class for settlement purposes as soon as reasonably possible after this Agreement is executed by the Parties. Defendant agrees to cooperate with Plaintiff in

these efforts so that the Motion for Preliminary Approval and concurrent certification of the class for settlement purposes is filed in a timely manner.

6. Administrator and Distribution Method. The Parties agree that Plaintiff's and Defendant's counsel will select the Administrator to process and distribute the Settlement Sum in accordance with the Agreement. The Parties will agree upon an Administrator as soon as reasonably possible after this Agreement is executed by the Parties and prior to Plaintiff's counsel filing a Motion for Preliminary Approval of this Agreement. In addition, subject to court approval, timelines and methods related to the administration of this Agreement shall be as follows:

a. For purposes of this Agreement, Class Members are defined as: "all individuals who are or previously were employed by Defendant in California and classified as non-exempt employees at any time during the Class Period." For purposes of this Agreement, Aggrieved Employees are defined as: "all individuals who are or previously were employed by Defendant in California and classified as non-exempt employees at any time during the PAGA Period."

b. All Class Members who do not opt out of the Settlement in accordance with this Agreement will receive a portion of the Net Settlement Sum on a pro rata basis based on a reasonable estimate of the total number of workweeks worked by all members of the Settlement Class during the Class Period. All Aggrieved Employees will receive a portion of the PAGA Payment allocated to the Aggrieved Employees on a pro rata basis based on a reasonable estimate of the total number of pay periods worked by all Aggrieved Employees during the PAGA Period, regardless of whether they opt out of the Settlement. The Administrator shall mail and distribute to all Class Members a notice of this settlement, in English, informing them of the basic information regarding its terms, how to submit objections, how to exclude themselves from this proposed settlement, their estimated shares of the Net Settlement, how to dispute the allocated number of workweeks, and the date for a final fairness hearing (the "Class Notice," in a form substantially similar to that attached hereto as **Exhibit A**). The estimated share of the Net Settlement Sum for each individual within the class definition will be determined as follows: 1) A Total Value Per Workweek will be derived by dividing the Net Settlement Sum by the total number of weeks that all Class Members worked within the class period (*i.e.* any week in which a class member worked at least one (1) day); and 2) each Class Member will have their respective number of workweeks multiplied by the Total Value Per Workweek to derive their respective share of the Net Settlement Sum. Any monies allocated to individuals within the class definition who do not participate in this settlement because they opt out will be redistributed to Class Members pro-rata. The redistribution will take place by eliminating the non-participating class members' workweeks from the total workweeks used to calculate the Total Value per Workweek. The Total Value per Workweek will then be recalculated and applied to Class Members' workweeks to determine their respective share of the Net Settlement Sum.

c. For tax purposes, Individual Settlement Payments shall be allocated and treated as follows: 10% as wages ("Wage Portion"); 90% as penalties and interest ("Non-Wage Portion"). The Wage Portion is subject to wage withholdings and shall be reported on IRS Form W-2. The Non-Wage Portion shall not be subject to wage withholdings and shall be reported on IRS Form 1099. For tax purposes, Aggrieved Employee Settlement Payments shall be allocated and treated as 100% penalties and shall be reported on IRS Form 1099.

d. Within seven (7) calendar days after the date that the Court grants preliminary approval of this Agreement, Defendant shall provide to the Administrator a list of all Class Members and all information necessary to locate Class Members, process payments, and process claims for payments, including, but not limited to, Class Member workweeks or dates of employment, last known addresses, social security numbers, and any other information required to effectuate the Agreement.

e. The class list, and any other data provided by Defendant to the Administrator, shall be treated as confidential and not subject to disclosure by the Administrator except (a) relevant information may be provided to Class Counsel to the extent necessary to address a disputed claim or to respond to a specific inquiry from a class member, or to any third party; (b) to allow Defendant and Plaintiff's counsel to review and confirm the calculation of Class Members' estimated share of the settlement is accurate and based on the correct information; and (c) as is otherwise necessary for the Administrator to perform its obligations described in this Agreement. Further, the Administrator and Plaintiff's counsel shall use commercially reasonable efforts to secure the data provided by Defendant at all times so as to avoid inadvertent or unauthorized disclosure or use of such data other than as permitted by this Agreement, and shall destroy the data (and all copies of it) in a complete and secure manner when such data is no longer required for purposes of this Agreement. The Administrator shall ensure that the Notice and any other communications to class members shall not include the Class Members' Social Security Number, except for the last four digits.

f. Within fourteen (14) calendar days from the date the Court preliminarily approves this Agreement, the Administrator will provide the Parties the spreadsheet showing the Administrator's calculations for anticipated payments to Class Members, the allocation of workweeks to Class Members, and any payroll taxes to be paid by Defendant. The Administrator may redact any identifying information and instead use an employee number to differentiate (except as to the named Plaintiff to the Action) in order to protect Class Members' confidential information. This will allow Plaintiff and Defendant the opportunity to review the Administrator's calculations, and the Administrator will confirm receipt and approval of the spreadsheet by the Parties prior to disbursing the class notices, as noted below.

g. Within twenty-one (21) calendar days from the date the Court preliminarily approves this Agreement, the Administrator will perform an NCOA check for class members' most current addresses based on the information provided by Defendant and will mail the Court approved notices and disbursement forms to the class members. The class members will have forty-five (45) days from the date of mailing the notices and disbursement forms in which to postmark returned information either contesting the number of workweeks allocated to them, requesting to opt out of the class action settlement, or objecting to the proposed settlement. For any notices and claim forms returned as undeliverable or notifying the Administrator that the class member is no longer at the address, the Administrator shall perform a skip-trace on that individual and re-mail the notice and claim form within three (3) business days of receiving information that the mailing was undeliverable or the class member was no longer at the address to the new address found in under the skip-trace. Individuals who have notices or claim forms re-mailed to them shall have an additional fourteen (14) calendar days to contest the number of workweeks allocated to them, request to opt out of the class action settlement, or object to the proposed settlement. Absent good cause found by the Court, Class Members' objections to the proposed settlement must be in writing and comply with the other requirements contained in this Agreement in order to be valid.

h. The Administrator will investigate and will have the final decision on disputes as to the class members' information (*e.g.* workweeks). Any dispute as to the number of workweeks, request to opt-out, or objection submitted beyond the times authorized under Paragraph 6.f. will be approved only with the mutual approval of the Parties. The Administrator shall provide weekly reports to the Parties regarding the administration status, *i.e.* number of opt-outs, objections, and disputes submitted and the current status of any opt-outs, objections, or disputes received.

i. Within seven (7) calendar days after the last day for class members to object to the proposed settlement, dispute their information, or request to be excluded from the settlement, the Administrator shall provide a declaration to be submitted to Court detailing the administration process thus far, the number of objections received, the number of opt-out requests received, the number of disputes submitted, and the final status of all such items.

j. After the Court grants final approval and within seven (7) calendar days after the Administrator receives payment of the Settlement Sum, the Administrator shall provide the Parties the final calculations of settlement payments to Class Members. The Administrator may redact any identifying information and instead assign an employee value, except leaving the identifying information for the named Plaintiff, such that the Parties can review and approve the final distribution amounts to Class Members. Within seven (7) calendar days after the final calculations are distributed by the Administrator, the Administrator, only upon approval by the Parties of the final distribution amounts, will mail to Class Members their pro-rata share of the Net Settlement Sum and Aggrieved Employees their pro-rata share of their PAGA Payment. Class Members shall have one hundred and eighty (180) days to cash their respective settlement checks under this Agreement. Any checks not negotiated within the one hundred and eighty (180) days will be voided and will not be reissued. Within seven (7) calendar days after the Administrator distributes final calculations and obtains approval by the Parties thereto, the Administrator shall also distribute to the awarded attorneys' fees and costs, the representative enhancement award, and payment for the costs of Administration.

k. Within one ninety thirty (190) calendar days after the Administrator mails Class Members their pro-rata share of the Net Settlement Sum, any unclaimed funds, including funds from uncashed settlement checks will be paid out in accordance with California Code of Civil Procedure section 384(b) to the Voluntary Legal Services Program – Employment Law Clinic located in Sacramento, California as the *cy pres* beneficiary. No amount of the Settlement Sum will revert to Defendant for any reason.

l. Within ten (10) calendar days after the Administrator distributes the unclaimed funds in accordance with Paragraph 6.k., the Administrator shall provide the Parties with a declaration outlining the settlement administration process and completion of payments to those specified in Paragraph 6.k.

m. The Parties agree the Class Members' contact information and social security numbers will be used only by the Administrator counsel for the sole purpose of effectuating the Agreement.

7. Class Counsel. The Parties agree to the designation of Zakay Law Group, APLC and JCL Law Firm, APC as class counsel for purposes of the Settlement Class.

8. Class Representative. The Parties agree to the designation of Plaintiff Kalaina A. Dula as the class representative for purposes of the Settlement Class.

9. Scope of the Class. It was represented to Plaintiff at the time of the execution of this Agreement that there were approximately 108 putative Class Members as of September 30, 2021. To the extent the number of class members increases beyond this number by more than 10%, to the Settlement Sum shall automatically increase by a proportionate amount. (i.e. if the number of employees increases by 11%, the total increase to the settlement will be 1%.).

10. Attorneys' Fees and Costs. Except as otherwise set forth in this Agreement, the Parties agree that each shall bear their own respective attorneys' fees and costs incurred in this Action, with the exception of any dispute regarding the payment of the Settlement Sum. In the case of a dispute regarding the payment of the Settlement Sum, the prevailing party shall be entitled to recover their attorneys' fees and costs.

11. Enforcement. This Agreement is made and is enforceable in accordance with the provisions of California Code of Civil Procedure section 664.6 and that Parties agree that the Court shall retain jurisdiction for that purpose to effectuate the terms of this Agreement and after entry of judgment in this Action. This Agreement shall be admissible in any proceeding for its enforcement in accordance with sections 1118 and 1123 of the California Evidence Code.

12. Opt-Out Contingency. If more than 10% of the putative Class Members make valid requests to opt out of the class settlement, Defendant may, in its sole discretion, choose to reject or accept, and be bound by, this Agreement. Defendant shall have five (5) calendar days from the date the Administrator indicates the number of Class Members who opted out to inform Plaintiff's counsel in writing of its decision to exercise this opt-out option. However, Defendant agrees to pay the cost of the Administrator incurred in administering the settlement up to the date Defendant chooses to exercise this opt-out option.

13. Counterparts. This Agreement may be executed in one or more counterparts and each counterpart, when executed, shall have the efficacy of an original. Photographic or facsimile copies of any such signed counterparts may be used in lieu of the original for any said purpose.

14. Confidentiality. Plaintiff represents and agrees that she has not and will not issue any press release, publication, or otherwise disclose this Agreement to the press, media, websites, or any service which reports verdicts and settlements. Plaintiff further agrees not to, at any time or in any manner, talk about, write about, disclose, or otherwise publicize or cause to be publicized, the confidential, proprietary, or trade secret information of the Released Parties.

15. Attorney Liens. Plaintiff represents and warrants that all legal expenses, bills, costs or contingency fee agreements resulting from or arising out of her representation related to the Action are her responsibility to pay, and that any liens based on any legal expenses, bills, costs or contingency fee agreements incurred as a result of the Action will be satisfied by the incurring party. Plaintiff will indemnify, defend and hold Released Parties harmless from any such claims.

16. No Additional Recovery. It is the intent of this Agreement that Plaintiff, lienholders, and any other individual or entity with an interest in Plaintiff's claims with respect to payment of the Settlement Sum shall not recover, directly or indirectly, any sums from the Released Parties other than the funds received pursuant to this Agreement and set forth in Paragraph 1. If, despite the provisions of this Paragraph, any Released Party receives any claims, including a claim for contribution, any indemnity arising out of a claim with respect to payment of the Settlement brought against another person in an interest in the claims of Plaintiff, Plaintiff shall indemnify, provide a full defense for and hold harmless the Released Parties for such amount. In the event a trier of fact determines (and all appeals are exhausted or the time for such appeals have expired) that any Released Party is or would be liable for indemnity under any theory of law or equity, this Agreement shall act as a general release, releasing not only the Released Party but every other individual, trustee, firm, trust, corporation, or entity of any kind, who is or would be entitled to a defense and indemnity from the Released Parties with respect to any liability that person, firm, or corporation may have to Plaintiff.

17. Entire Agreement. This Agreement sets forth the entire understanding between the Parties and supersedes any and all prior agreements, oral or written, pertaining to the Action. This Agreement may not be modified or amended except in writing, signed by all Parties. Each party acknowledges that there is no representation, inducement, promise or agreement which has been made, orally or otherwise, by the other party, concerning the terms or conditions of this Agreement, which is not expressly embodied in this Agreement. In entering into this Agreement, the Parties represent that the terms of this Agreement are fully understood and voluntarily accepted by the Parties.

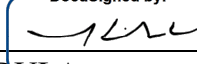
18. Conditional Nature. This Agreement and all associated exhibits or attachments are made for the sole purpose of settling the Action. This Agreement and the settlement it evidences are made in compromise of disputed claims. Because the Action was pled as a class action, this Agreement must receive preliminary and final approval by the Court. Accordingly, the Parties enter into this Agreement and associated settlement on a conditional basis. If the Court does not enter an order granting final approval of the Agreement, this Agreement shall be deemed null and void; it shall be of no force or effect whatsoever; it shall not be referred to or utilized for any purpose whatsoever; and the negotiation, terms and entry of the Agreement shall remain subject to the provisions of California Evidence Code Sections 1119 and 1152, Federal Rule of Evidence 408, and any other analogous rules of evidence that may be applicable.

19. California Law Governs. All terms of this Agreement and the Exhibit and any disputes shall be governed by and interpreted according to the laws of the State of California.

20. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this Settlement is a fair, adequate and reasonable settlement of this Action and have arrived at this Settlement after extensive arms-length negotiations, taking into account all relevant factors, present and potential.

The Parties, with the benefit of representation and advice of counsel, have read this Agreement and fully understand each and every provision contained in it.

Dated: 1/10/2022, 2022

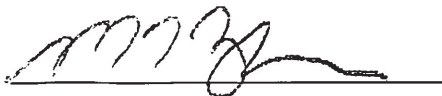
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 KALAINA A. DULA
 3442FBA28F3D4E8...

Dated: _____, 2022

KALAINA A. DULA

Dated: January 29, 2022

2 KINGS GAMING, INC.

By: 

Print Name: Michael LeBlanc

Title: owner

Approved as to form and content:

ZAKAY LAW GROUP, APLC

Dated: _____, 2022

Shani O. Zakay
Counsel for Plaintiff

JCL LAW FIRM, APC

Dated: _____, 2022

Jean-Claude Lapuyade
Counsel for Plaintiff

FISHER & PHILLIPS, LLP

Dated: February 1, 2022



Alden J. Parker
Counsel for Defendant

Dated: _____, 2022

2 KINGS GAMING, INC.

By: _____

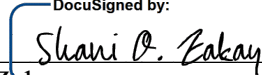
Print Name: _____

Title: _____

Approved as to form and content:

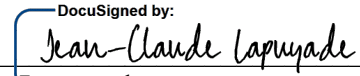
ZAKAY LAW GROUP, APLC

Dated: 1/10/2022, 2022

DocuSigned by:

Shani O. Zakay
Counsel for Plaintiff

JCL LAW FIRM, APC

Dated: 1/10/2022, 2022

DocuSigned by:

Jean-Claude Lapuyade
Counsel for Plaintiff

FISHER & PHILLIPS, LLP

Dated: _____, 2022

Alden J. Parker
Counsel for Defendant