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5
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individually and on behalf of all others
7 similarly situated

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF KERN
10

11 SANDRA GAETA, individually and on behalf
12 of all others similarly situated,
13 Plaintiff,
14 vs.
15 JBBC, INC., a California corporation; and
DOES 1 through 50, inclusive,
16 Defendants.
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CASE NO. BCV-21-101392

CLASS ACTION

[Assigned for all purposes to Hon. Bernard
C. Barmann, Jr., Div. H]

**STIPULATION OF CLASS ACTION
SETTLEMENT**

Complaint filed: June 16, 2021
Trial date: None set

1 IT IS HEREBY STIPULATED, by and between plaintiff Sandra Gaeta, individually and
2 on behalf of all others similarly situated, on the one hand, and defendant JBBC, Inc. d/b/a The
3 Broken Yolk Café, on the other hand, and subject to the approval of the Court, that the claims
4 alleged in the Action are hereby compromised and settled pursuant to the terms and conditions set
5 forth in this Stipulation of Class Action Settlement (“Stipulation”) and that the Court shall make
6 and enter judgment, subject to the continuing jurisdiction of the Court as set forth below, and
7 subject to the definitions, recitals, and terms set forth herein which by this reference become an
8 integral part of this Stipulation.

9 DEFINITIONS

10 1. “Action” means the putative class action entitled *Sandra Gaeta v. JBBC, Inc.*,
11 Kern County Superior Court Case No. BCV-21-101392.

12 2. “Aggrieved Employees” means all persons employed by Defendant as non-exempt
13 employees in California at any time during the PAGA Period.

14 3. “Class Counsel” means Matthew J. Matern, Launa Adolph, and Olivia Green of
15 Matern Law Group, PC.

16 4. “Class Counsel Award” means reasonable attorneys’ fees for Class Counsel’s
17 litigation and resolution of this Action (not to exceed one-third of the Maximum Settlement
18 Amount), and Class Counsel’s expenses and costs reasonably incurred in connection with this
19 Action.

20 5. “Class Information” means information regarding Class Members that Defendant
21 shall in good faith compile from its records and shall be authorized by the Court to transmit in a
22 secured manner to the Settlement Administrator. Class Information shall be transmitted in
23 electronic form and shall include each Class Member’s full name; last known address; Social
24 Security number; and total number of Compensable Workweeks.

25 6. “Class Members” means all persons employed by Defendant as non-exempt
26 employees in California at any time during the Class Period.

27 7. “Class Notice” means the Notice of Class Action Settlement, substantially in the
28 form attached hereto as **Exhibit 1**, which shall be subject to Court approval and which the

1 Settlement Administrator shall mail to each Class Member explaining the terms of this Stipulation
2 and the Settlement.

3 8. "Class Period" means the period from June 16, 2017, through April 27, 2023.

4 9. "Class Representative Service Award" means the amount the Court authorizes to
5 be paid to Plaintiff, in addition to Plaintiff's Individual Settlement Payment, in recognition of
6 Plaintiff's effort and risk in prosecuting the Action.

7 10. "Compensable Workweeks" means the total number of weeks during which a
8 Class Member or Aggrieved Employee performed work as a non-exempt employee of Defendant
9 in California during the Class Period and/or PAGA Period, based on Defendant's records, and
10 which shall be used to calculate Individual Settlement Payments.

11 11. "Defendant" means defendant JBBC, Inc., d/b/a The Broken Yolk Café.

12 12. "Defense Counsel" means Lyne A. Richardson and Steven Mannix of Ogletree,
13 Deakins, Nash, Smoak & Stewart, P.C.

14 13. "Effective Date" means the latter of: (a) if there are no objections to the
15 Settlement, the date upon which the Judgment is entered by the Court; (b) if there are objections
16 to the Settlement, and if an appeal, review or writ is not sought from the Judgment, the sixty-first
17 (61st) day after the date upon which the Judgment is entered; or (c) if an appeal, review or writ is
18 sought from the Judgment, the date upon which all appellate and/or other proceedings resulting
19 from the appeal, review or writ have been finally terminated in such a manner as to permit the
20 Judgment to take effect in substantially the form described herein.

21 14. "Employer Taxes" means Defendant's portions of payroll taxes, including but not
22 limited to taxes under the Federal Insurance Contributions Act, the Federal Unemployment Tax
23 Act, and/or any similar state taxes and contributions required of employers, on the portion of the
24 Individual Settlement Payments that constitutes wages. The Employer Taxes will be submitted
25 by Defendant to the Settlement Administrator in addition to the Maximum Settlement Amount.

26 15. "Final Approval Hearing" means the hearing to be conducted by the Court after
27 the filing of an appropriate motion by Plaintiff and following appropriate notice to Class
28 Members giving Class Members an opportunity to request exclusion from the class and

1 Settlement and to object to the Settlement, at which time Plaintiff shall request that the Court
2 finally approve the Settlement, enter the Judgment, and take other appropriate action.

3 16. "Guarantor" means James Gordon Bailey, Jr., President of Defendant JBBC, Inc.

4 17. "Individual Settlement Payment" means the amount payable from the Net
5 Settlement Amount to each Participating Class Member and Aggrieved Employee.

6 18. "Information Sheet" means the form that shall be prepared by the Settlement
7 Administrator and sent to each Class Member that sets forth the total number of Compensable
8 Workweeks and the estimated Individual Settlement Payment for the Class Member, substantially
9 in the form attached hereto as **Exhibit 2**.

10 19. "Judgment" means the judgment to be entered by the Court upon granting final
11 approval of the Settlement and this Stipulation as binding upon the Parties, Participating Class
12 Members, and Aggrieved Employees.

13 20. "LWDA" means the California Labor and Workforce Development Agency.

14 21. "LWDA Payment" means the portion of the PAGA Payment payable to the
15 LWDA.

16 22. "Maximum Settlement Amount" means the maximum amount Defendant shall
17 have to pay in connection with this Settlement, by way of a common fund, which shall be
18 inclusive of all Individual Settlement Payments to Participating Class Members, the Class
19 Counsel Award, the Class Representative Service Award, Settlement Administration Costs, and
20 the LWDA Payment. Subject to Court approval and the terms of this Stipulation, the Maximum
21 Settlement Amount that Defendant shall be required to pay is One Hundred Fifty Thousand
22 Dollars (\$150,000.00).

23 23. "Net Settlement Amount" means the Maximum Settlement Amount, less the Class
24 Counsel Award, the Class Representative Service Award, Settlement Administration Costs, and
25 the LWDA Payment.

26 24. "Notice of Objection" means a Class Member's written objection to the
27 Settlement.
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1 25. “Notice Packet” means the packet of documents which shall be mailed to all Class
2 Members by the Settlement Administrator, including the Class Notice and Information Sheet,
3 each in English and Spanish.

4 26. “PAGA” means the Labor Code Private Attorneys General Act of 2004, California
5 Labor Code sections 2698, et seq.

6 27. “PAGA Payment” means the amount payable from the Maximum Settlement
7 Amount to resolve the PAGA claim alleged in the Action, of which seventy-five percent (75%)
8 shall be paid to the LWDA and twenty-five percent (25%) shall be paid to Aggrieved Employees.

9 28. “PAGA Period” means the period from April 12, 2020, through April 27 2023.

10 29. “Participating Class Members” means Plaintiff and all other Class Members who
11 do not submit a valid and timely Request for Exclusion.

12 30. “Parties” means Plaintiff and Defendant.

13 31. “Plaintiff” means plaintiff Sandra Gaeta.

14 32. “Preliminary Approval Order” means the order to be issued by the Court
15 approving and authorizing the mailing of the Notice Packet by the Settlement Administrator,
16 setting the date of the Final Approval Hearing and granting preliminary approval of the
17 Settlement set forth in this Stipulation, among other things.

18 33. “Released Parties” means Defendant and its present or former parents, owners,
19 subsidiaries, and any affiliated or related persons or entities and each of their officers, directors,
20 partners, shareholders, attorneys and agents, and any other successors, assigns, or legal
21 representatives.

22 34. “Request for Exclusion” means a written request by a Class Member to opt out of,
23 or exclude oneself from, the class and Settlement.

24 35. “Response Deadline” means the date forty-five (45) days after the Settlement
25 Administrator mails the Notice Packets to Class Members and the last date on which Class
26 Members may submit a Request for Exclusion, Notice of Objection, or dispute regarding the
27 number of Compensable Workweeks stated on their respective Information Sheet.

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38. “Settlement Administrator” means Phoenix Class Action Administration Solutions or any other third-party class action settlement administrator agreed to by the Parties and approved by the Court for purposes of administering this Settlement.

39. Procedural History. On June 16, 2021, Plaintiff filed this wage and hour class action lawsuit against Defendant in Kern County Superior Court alleging causes of action for: (1) failure to provide meal periods; (2) failure to authorize and permit rest periods; (3) failure to pay minimum wages; (4) failure to pay overtime wages; (5) failure to pay all wages due to discharged and quitting employees; (6) failure to furnish accurate itemized statements; (7) failure to maintain required records; (8) failure to indemnify employees for necessary expenditures incurred in discharge of duties; (9) unfair and unlawful business practices; and (10) penalties under PAGA, as a representative action. Defendant filed an answer to Plaintiff's complaint on August 27, 2021.

STIPULATION OF CLASS ACTION
SETTLEMENT

1 41. Following the mediation, the Parties proceeded with formal written discovery and
2 engaged in further settlement negotiations with the assistance of Ms. Klerman. On April 27,
3 2023, the Parties reached an agreement that, if finally approved by the Court, will resolve the
4 Action in its entirety.

5 42. Benefits of Settlement to Plaintiff and the Class Members. Plaintiff and Class
6 Counsel recognize the expense and length of continued proceedings necessary to litigate
7 Plaintiff's claims in the Action through trial and through any possible appeals. Plaintiff also has
8 taken into account the uncertainty and risks of the outcome of further litigation, and the
9 difficulties and delays inherent in such litigation. Plaintiff and Class Counsel are also aware of
10 the burdens of proof necessary to establish liability for the claims asserted in the Action, both
11 generally and in response to Defendant's defenses thereto, and the difficulties in establishing
12 damages, penalties, restitution and other relief sought in the Action. Plaintiff and Class Counsel
13 also have taken into account Defendant's agreement to enter into a settlement that confers
14 substantial benefits upon the Class Members. Based on the foregoing, Plaintiff and Class
15 Counsel have determined that the Settlement set forth in this Stipulation is fair, adequate, and
16 reasonable and is in the best interests of all Class Members.

17 43. Defendant's Reasons for Settlement. Defendant has concluded that any further
18 defense of the Action would be protracted and expensive for all Parties. Substantial amounts of
19 Defendant's time, energy, and resources have been, and unless this Settlement is completed, shall
20 continue to be, devoted to the defense of the claims asserted by Plaintiff. Defendant has also
21 taken into account the risks of further litigation in reaching its decision to enter into this
22 Settlement. Even though Defendant contends it is not liable for any of the claims alleged by
23 Plaintiff in the Action, Defendant has agreed, nonetheless, to settle in the manner and upon the
24 terms set forth in this Stipulation and to put to rest the claims alleged in this Action. Defendant
25 has asserted and continues to assert that the claims alleged by Plaintiff have no merit and do not
26 give rise to any liability, damages, restitution, penalties or other payments. This Stipulation is a
27 compromise of disputed claims. Nothing contained in this Stipulation, no documents referred to
28 herein, and no action taken to carry out this Stipulation, shall be construed or used as an

admission by or against Defendant as to the merits or lack thereof of the claims asserted in the Action. Defendant contends that it has complied with all applicable state, federal and local laws.

TERMS OF SETTLEMENT

NOW THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

44. Binding Settlement. This Settlement shall bind the Parties and all Participating Class Members and Aggrieved Employees, subject to the terms and conditions hereof and the Court's approval.

45. Tax Liability. The Parties make no representations as to the tax treatment or legal effect of the payments specified herein, and Class Members are not relying on any statement or representation by the Parties, Class Counsel, or Defense Counsel in this regard. Participating Class Members and Class Counsel understand and agree that they shall be responsible for the payment of all taxes and penalties assessed on the payments specified herein, and shall hold the Parties, Class Counsel, and Defense Counsel free and harmless from and against any claims resulting from treatment of such payments as non-taxable, including the treatment of such payments as not subject to withholding or deduction for payroll and employment taxes.

46. Circular 230 Disclaimer. THE PARTIES ACKNOWLEDGE AND AGREE THAT (1) NO PROVISION OF THIS STIPULATION, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES, CLASS COUNSEL, OR DEFENSE COUNSEL AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS STIPULATION, (B) HAS NOT ENTERED INTO THIS STIPULATION BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO

1 ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY
2 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY
3 OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
4 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
5 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY
6 OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF
7 WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
8 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
9 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
10 STIPULATION.

11 47. Stipulation of Class Certification. The Parties stipulate to the certification of the
12 class for purposes of settlement only. This Stipulation is contingent upon preliminary and final
13 approval and certification of the class for purposes of settlement only. Should the Settlement not
14 become final, for whatever reason, the fact that the Parties were willing to stipulate provisionally
15 to class certification as part of the Settlement shall have no bearing on, and shall not be
16 admissible in connection with, the issue of whether a class should be certified in a non-settlement
17 context in the Action. Defendant expressly reserves the right to oppose class certification should
18 this Settlement be modified or reversed on appeal or otherwise not become final.

19 48. Preliminary Approval of Settlement. Plaintiff shall move the Court to enter the
20 Preliminary Approval Order, thereby provisionally certifying the class for settlement purposes
21 only and setting a Final Approval Hearing date. The Parties agree to work diligently and
22 cooperatively to have this Settlement presented to the Court for preliminary approval. The
23 Preliminary Approval Order shall provide for, among other things, the Notice Packet to be sent to
24 Class Members as specified herein. Class Counsel will prepare the Motion for Preliminary
25 Approval.

26 49. Release of Claims.

27 a. Participating Class Members' Released Claims. Upon Defendant
28 providing the Maximum Settlement Amount to the Settlement Administrator, all Participating

1 Class Members shall be deemed to have released the Released Parties of any and all claims,
2 demands, rights, liabilities, and/or causes of action that were pleaded or could have been pleaded
3 based upon the factual allegations set forth in the operative complaint filed in this Action and
4 arising at any time during the Class Period, including claims for (1) failure to provide meal
5 periods; (2) failure to authorize and permit rest periods; (3) failure to pay minimum wages; (4)
6 failure to pay overtime wages; (5) failure to pay all wages due to discharged and quitting
7 employees; (6) failure to furnish accurate itemized statements; (7) failure to maintain required
8 records; (8) failure to indemnify employees for necessary expenditures incurred in discharge of
9 duties; and (9) unfair and unlawful business practices.

10 b. Aggrieved Employees' Released Claims. Upon Defendant providing the
11 Maximum Settlement Amount to the Settlement Administrator, all Aggrieved Employees shall be
12 deemed to have released the Released Parties of any and all claims and/or causes of action under
13 PAGA which are based upon the factual allegations set forth in the operative complaint and
14 arising at any time during the PAGA Period.

15 50. Settlement Administration.

16 a. Within ten (10) days of entry of the Preliminary Approval Order,
17 Defendant shall provide the Settlement Administrator with the Class Information for purposes of
18 mailing the Notice Packets to Class Members.

19 i. Notice by First Class U.S. Mail. Upon receipt of the Class
20 Information, the Settlement Administrator shall perform a search based on the National Change
21 of Address Database maintained by the United States Postal Service to update and correct any
22 known or identifiable address changes. Within ten (10) days after receiving the Class Information
23 from Defendant as provided herein, the Settlement Administrator shall mail copies of the Notice
24 Packet to all Class Members via regular First Class U.S. Mail. The Settlement Administrator
25 shall exercise its best judgment to determine the current mailing address for each Class Member.
26 The address identified by the Settlement Administrator as the current mailing address shall be
27 presumed to be the most current mailing address for each Class Member. The Parties agree that
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1 this procedure for notice provides the best notice practicable to Class Members and fully
2 complies with due process.

3 ii. Undeliverable Notice Packets. Any Notice Packet returned to the
4 Settlement Administrator as non-deliverable on or before the Response Deadline shall be re-
5 mailed to the forwarding address affixed thereto. If no forwarding address is provided, the
6 Settlement Administrator shall promptly attempt to determine a correct address by the use of
7 skip-tracing, or other type of automated search, using the name, address and/or Social Security
8 number of the Class Member involved, and shall then perform a re-mailing to the Class Member
9 whose Notice Packet was returned as non-deliverable, assuming another mailing address is
10 identified by the Settlement Administrator. If a Notice Packet is re-mailed to a Class Member
11 less than ten (10) days prior to the Response Deadline, the Class Member shall have their
12 Response Deadline extended by ten (10) days from the date the Settlement Administrator re-mails
13 the Notice Packet. If these procedures are followed, notice to Class Members shall be deemed to
14 have been fully satisfied, and if the intended recipient of the Notice Packet does not receive the
15 Notice Packet, the intended recipient shall nevertheless remain a Class Member and shall be
16 bound by all terms of the Settlement and the Judgment.

17 iii. Determination of Individual Settlement Payments. The Settlement
18 Administrator shall determine the eligibility for, and the amount of, each Individual Settlement
19 Payment under the terms of this Stipulation. The Settlement Administrator's determination of the
20 eligibility for and amount of each Individual Settlement Payment shall be binding upon the Class
21 Member and the Parties, yet subject to review by Class Counsel, Defense Counsel, and the Court.
22 In the absence of fraud or gross negligence, Defendant's records shall be presumed accurate.

23 iv. Disputes Regarding Administration of Settlement. Any dispute not
24 resolved by the Settlement Administrator concerning the administration of the Settlement shall be
25 resolved by the Court. Prior to any such involvement of the Court, counsel for the Parties shall
26 confer in good faith to resolve the dispute without the necessity of involving the Court.

27 b. Exclusions. The Class Notice shall explain that Class Members who wish
28 to exclude themselves from the class and Settlement must submit a Request for Exclusion to the

1 Settlement Administrator by the Response Deadline. The Request for Exclusion must: (1)
2 contain the name, address, and telephone number of the person requesting exclusion; (2) be
3 signed by the Class Member; and (3) be postmarked by the Response Deadline and returned to
4 the Settlement Administrator at the specified address. Subject to review by Class Counsel,
5 Defense Counsel, and the Court, the date of the postmark on the return mailing envelope on the
6 Request for Exclusion shall be the exclusive means used by the Settlement Administrator to
7 determine whether a Class Member has timely requested exclusion from the class and Settlement.
8 Any Class Member who timely and properly requests to be excluded from the class and
9 Settlement shall not be entitled to any benefits under the Settlement and shall not be bound by the
10 terms of the Settlement nor shall the Class Member have any right to object to the Settlement or
11 appeal from the entry of the Judgment. Class Members who do not submit a valid and timely
12 Request for Exclusion on or before the Response Deadline shall be bound by all terms of the
13 Settlement and the Judgment entered in this Action if the Settlement is finally approved by the
14 Court. No later than ten (10) days after the Response Deadline, the Settlement Administrator
15 shall provide counsel for the Parties a complete list of all Class Members who submitted a timely
16 and valid Request for Exclusion. No later than twenty-five (25) days prior to the Final Approval
17 Hearing, the Settlement Administrator shall provide Defense Counsel and Class Counsel with a
18 declaration attesting to the completion of the notice process, including the number of attempts to
19 obtain valid mailing addresses for and re-sending of any returned Notices, as well as the number
20 of valid opt-outs and deficiencies which the Settlement Administrator received.

21 c. Objections. The Class Notice shall state that Class Members who wish to
22 object to the Settlement must submit to the Settlement Administrator a Notice of Objection by the
23 Response Deadline or appear at the Final Approval Hearing to explain their objection(s). A
24 Notice of Objection must (1) state the full name of the Class Member; (2) be signed by the Class
25 Member; (3) state the grounds for the objection; and (4) be postmarked by the Response Deadline
26 and returned to the Settlement Administrator at the specified address. The Settlement
27 Administrator shall immediately upon receipt transmit to Class Counsel and Defense Counsel
28 copies of all objections and supporting papers. Plaintiff shall file the objections and all

1 supporting papers with the Court at the same time that Plaintiff files the motion for final approval.
2 Subject to review by Class Counsel, Defense Counsel, and the Court, the date of the postmark on
3 the return mailing envelope on the Notice of Objection shall be the exclusive means used by the
4 Settlement Administrator to determine whether a Class Member has timely objected to the
5 Settlement. The Court, however, shall retain final authority with respect to the consideration and
6 admissibility of any Class Member objections. A Class Member may appear personally or
7 through an attorney, at his or her own expense, at the Final Approval Hearing to present his or her
8 objection directly to the Court. Class Members who do not submit a Notice of Objection or
9 appear at the Final Approval Hearing to explain their objection(s) shall be deemed to have waived
10 any objections and shall be foreclosed from making any objections (whether by appeal or
11 otherwise) to the Settlement. If a Class Member objects to this Settlement, the Class Member
12 will remain a member of the class and if the Court approves this Stipulation, the Class Member
13 will be bound by the terms of the Settlement and Judgment in the same way and to the same
14 extent as a Participating Class Member who does not object. At no time shall any of the Parties,
15 Class Counsel, or Defense Counsel seek to solicit or otherwise encourage or discourage Class
16 Members from objecting to the Settlement or filing an appeal from the Judgment.

17 d. Disputes Regarding the Number of Compensable Workweeks. If a Class
18 Members disagrees with the number of Compensable Workweeks stated on the Information
19 Sheet, the Class Member must send a letter to the Settlement Administrator by the Response
20 Deadline stating the reasons why he or she disputes the number of Compensable Workweeks and
21 provide any supporting documentation. The Settlement Administrator will evaluate the evidence
22 submitted by the Class Member, as well as any evidence submitted by Defendant, and make a
23 decision as to the number of Compensable Workweeks that should be applied and/or the
24 Individual Settlement Payment to which the Class Member is entitled. The Settlement
25 Administrator's decision as to the total number of Compensable Workweeks shall be final and
26 non-appealable, yet subject to review by the Court. The Settlement Administrator shall send
27 written notice of the decision on any such dispute to the Class Member, Class Counsel, and
28 Defense Counsel within ten (10) days of receipt of the dispute.

1 e. Monitoring and Reviewing Settlement Administration. The Parties have
2 the right to monitor and review the administration of the Settlement to verify that the monies
3 allocated under the Settlement are distributed in the correct amount, as provided for in this
4 Stipulation.

5 f. Best Efforts. The Parties agree to use their best efforts to carry out the
6 terms of this Settlement.

7 51. Funding and Allocation of Maximum Settlement Amount. No later than ten (10)
8 days after entry of Judgment, Defendant shall provide to the Settlement Administrator in any
9 feasible manner, including, but not limited to, by way of a wire transfer, the Maximum Settlement
10 Amount. If this Settlement is not finally approved by the Court in full, or is terminated,
11 rescinded, canceled or fails to become effective for any reason, or if the Effective Date does not
12 occur, then no portion of the Maximum Settlement Amount shall be paid.

13 a. Individual Settlement Payments. Class Members shall not be required to
14 submit a claim in order to receive a share of the Net Settlement Amount, and no portion of the
15 Maximum Settlement Amount shall revert to Defendant or result in an unpaid residue. Individual
16 Settlement Payments shall be paid by the Settlement Administrator from the Net Settlement
17 Amount pursuant to the formula set forth herein. Individual Settlement Payment payments shall
18 be mailed by the Settlement Administrator by regular First-Class U.S. Mail to each Participating
19 Class Member's last known mailing address within ten (10) days after Defendant provides the
20 Settlement Administrator with the Maximum Settlement Amount. Prior to mailing the Individual
21 Settlement Payments, the Settlement Administrator shall perform a search based on the National
22 Change of Address Database maintained by the United States Postal Service to update and correct
23 any known or identifiable address changes.

24 i. Each Participating Class Member's Individual Settlement Payment
25 shall be calculated solely by the Settlement Administrator according to the following formula:
26 Defendant shall provide the Settlement Administrator with the Compensable Workweeks for each
27 Participating Class Member. The Settlement Administrator shall then divide the Net Settlement
28 Amount by the total number of Compensable Workweeks for all Participating Class Members

1 resulting in a value for each week worked by the Participating Class Members during the Class
2 Period (“Workweek Value”). The Settlement Administrator shall then multiply the number of
3 Compensable Workweeks for each Participating Class Member by the Workweek Value. In
4 addition, all Aggrieved Employees shall receive a pro rata share of the portion of the PAGA
5 Payment allocated to Aggrieved Employees based on their Compensable Workweeks during the
6 PAGA Period.

7 ii. Individual Settlement Payments shall be made by check and shall
8 be made payable to each Participating Class Member as set forth in this Stipulation.

9 iii. Individual Settlement Payments shall be allocated as follows:
10 twenty percent (20%) as wages subject to all applicable tax withholdings, and eighty percent
11 (80%) as non-wage penalties, interest, and reimbursement of employment-related expenses not
12 subject to payroll tax withholdings. The Settlement Administrator shall issue an IRS Form W-2
13 to each Participating Class Member and Aggrieved Employee for the portion of each Individual
14 Settlement Payment allocated as wages and subject to all applicable tax withholdings. The
15 Settlement Administrator shall issue an IRS Form 1099 to each Participating Class Member and
16 Aggrieved Employee for the portion of each Individual Settlement Payment allocated as non-
17 wage penalties, interest, and reimbursement of employment-related expenses not subject to
18 payroll tax withholdings. The Settlement Administrator shall calculate the amount of the
19 Employer Taxes and shall remit and report the applicable portions of the payroll tax payment to
20 the appropriate taxing authorities in a timely manner.

21 iv. Individual Settlement Payment checks shall remain negotiable for
22 one hundred eighty (180) days from the date of mailing. If an Individual Settlement Payment
23 check remains uncashed after one hundred eighty (180) days from issuance, the Settlement
24 Administrator shall distribute the value of the uncashed check to the State Controller’s Office
25 Unclaimed Property Fund in the name of the Participating Class Member and/or Aggrieved
26 Employee. In such event, such Participating Class Members and/or Aggrieved Employees shall
27 nevertheless remain bound by the Settlement.
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1 v. All monies received by Class Members under the Settlement which
2 are attributable to wages shall constitute income to such Class Members solely in the year in
3 which such monies actually are received by the Class Members. It is expressly understood and
4 agreed that the receipt of Individual Settlement Payments shall not entitle any Class Member to
5 additional compensation or benefits under any collective bargaining agreement or under any
6 bonus, contest or other compensation or benefit plan or agreement in place during the period
7 covered by the Settlement, nor shall it entitle any Class Member to any increased pension and/or
8 retirement, or other deferred compensation benefits. It is the intent of the Parties that Individual
9 Settlement Payments provided for in this Stipulation are the sole payments to be made by
10 Defendant to Class Members in connection with this Settlement, with the exception of Plaintiff,
11 and that the Class Members are not entitled to any new or additional compensation or benefits as
12 a result of having received the Individual Settlement Payments. Furthermore, the receipt of
13 Individual Settlement Payments by Class Members shall not, and does not, by itself establish any
14 general, special, or joint employment relationship between and among the Class Member(s) and
15 Defendant.

16 b. Class Representative Service Award. Subject to Court approval, Plaintiff
17 shall be paid a Class Representative Service Award not to exceed Ten Thousand Dollars
18 (\$10,000.00), or any lesser amount as awarded by the Court, for her time and effort in bringing
19 and presenting the Action and for releasing her claims. Defendant shall not oppose or object to
20 Plaintiff's request for a Class Representative Service Award in an amount not to exceed Ten
21 Thousand Dollars (\$10,000.00). The Class Representative Service Award shall be paid to
22 Plaintiff from the Maximum Settlement Amount no later than ten (10) days after Defendant
23 provides the Settlement Administrator with the Maximum Settlement Amount. The Settlement
24 Administrator shall issue an IRS Form 1099 to Plaintiff for the Class Representative Service
25 Award. Plaintiff shall be solely and legally responsible to pay any and all applicable taxes on the
26 Class Representative Service Award and shall hold harmless Defendant, Class Counsel, and
27 Defense Counsel from any claim or liability for taxes, penalties, or interest arising as a result of
28 payment of the Class Representative Service Award. The Class Representative Service Award

1 shall be made in addition to Plaintiff's Individual Settlement Payment. Any amount requested by
2 Plaintiff for the Class Representative Service Award and not awarded by the Court shall become
3 part of the Net Settlement Amount and shall be distributed to Participating Class Members as part
4 of their Individual Settlement Payments.

5 c. Class Counsel Award. Subject to Court approval, Class Counsel shall be
6 entitled to receive reasonable attorneys' fees in an amount not to exceed one-third (1/3) of the
7 Maximum Settlement Amount, which amounts to Fifty Thousand Dollars (\$50,000.00). In
8 addition, subject to Court approval, Class Counsel shall be entitled to an award of reasonable
9 costs associated with Class Counsel's prosecution of the Action in an amount not to exceed
10 Twenty Seven Thousand Dollars (\$27,000.00). Class Counsel shall provide the Settlement
11 Administrator with a properly completed and signed IRS Form W-9 in order for the Settlement
12 Administrator to process the Class Counsel Award approved by the Court. Defendant shall not
13 oppose or object to Plaintiff's request for an award of attorneys' fees in an amount not to exceed
14 Fifty Thousand Dollars (\$50,000.00) and request for an award of reasonable costs not to exceed
15 Twenty Seven Thousand Dollars (\$27,000.00). In the event the Court awards Class Counsel less
16 than Fifty Thousand Dollars (\$50,000.00) in attorneys' fees and/or less than Twenty Seven
17 Thousand Dollars (\$27,000.00) in costs, the difference shall become part of the Net Settlement
18 Amount and shall be distributed to Participating Class Members as part of their Individual
19 Settlement Payments. Class Counsel shall be paid any Court-awarded attorneys' fees and costs
20 no later than ten (10) days after Defendant provides the Settlement Administrator with the
21 Maximum Settlement Amount. Class Counsel shall be solely and legally responsible to pay all
22 applicable taxes on the Class Counsel Award. The Settlement Administrator shall issue an IRS
23 Form 1099 to Class Counsel for the Class Counsel Award. This Settlement is not conditioned
24 upon the Court awarding Class Counsel any particular amount of attorneys' fees or costs.

25 d. PAGA Payment. Five Thousand Dollars (\$5,000.00) from the Maximum
26 Settlement Amount shall be allocated as penalties under PAGA, of which Three Thousand Seven
27 Hundred Fifty Dollars (\$3,750.00) shall be paid by the Settlement Administrator directly to the
28

1 LWDA. The remaining One Thousand Two Hundred Fifty Dollars (\$1,250.00) shall be
2 distributed to Aggrieved Employees as part of their Individual Settlement Payments.

3 e. Settlement Administration Costs. The Settlement Administration fees and
4 expenses, which are estimated not to exceed Nine Thousand Dollars (\$9,000.00), shall be paid
5 from the Maximum Settlement Amount. Prior to Plaintiff filing a motion for final approval of the
6 Settlement, the Settlement Administrator shall provide the Parties with a statement detailing the
7 Settlement Administration Costs to date. The Parties agree to cooperate in the Settlement
8 Administration process and to make all reasonable efforts to control and minimize Settlement
9 Administration Costs.

10 i. The Parties each represent they do not have any financial interest in
11 the Settlement Administrator or otherwise have a relationship with the Settlement Administrator
12 that could create a conflict of interest.

13 ii. The Settlement Administrator shall keep the Parties timely apprised
14 of the performance of all Settlement Administrator responsibilities required by the Settlement.
15 The Settlement Administrator shall be authorized to establish a QSF pursuant to IRS rules and
16 regulations in which the Maximum Settlement Amount shall be placed and from which payments
17 required by the Settlement shall be made.

18 52. Guaranty. Guarantor unconditionally and irrevocably guarantees all obligations of
19 Defendant owed under this Stipulation, and waives forever any right whatsoever to require
20 Plaintiff to first proceed against Defendant before making demand upon Guarantor for payment in
21 full of the Maximum Settlement Amount. The guaranty shall continue in full force and effect
22 until the Settlement Administrator has been provided the full Maximum Settlement Amount in
23 accordance with paragraph 51. Plaintiff shall not be required to advise Guarantor as to any sums
24 advanced by Defendant to the Settlement Administrator hereunder and it shall be incumbent upon
25 Guarantor to keep himself fully advised as to the status of Defendant's payment of the Maximum
26 Settlement Amount to the Settlement Administrator.

27 53. Final Settlement Approval Hearing and Entry of Judgment. Following expiration
28 of the Response Deadline, a Final Approval Hearing shall be conducted to determine whether to

1 grant final approval of the Settlement, including determining the amounts properly payable for:
2 (i) the Class Counsel Award; (ii) the Class Representative Service Award; and (iii) the PAGA
3 Payment. Prior to the Final Approval Hearing, the Settlement Administrator shall provide a
4 written report or declaration to the Parties describing the process and results of the administration
5 of the Settlement to date, which report or declaration shall be filed by Plaintiff with the Court
6 prior to the Final Approval Hearing. If the Court grants final approval of the Settlement, the
7 Settlement Administrator shall post notice of final judgment on its website within seven (7)
8 calendar days of entry of the Judgment.

9 54. Right of Defendant to Reject Settlement. If five percent (5%) or more of the Class
10 Members submit valid Requests for Exclusion, Defendant will have the right, but not the
11 obligation, to void the Settlement and the Parties will have no further obligations under the
12 Settlement, including any obligation by Defendant to pay the Maximum Settlement Amount, or
13 any amounts that otherwise would have been owed under this Stipulation, except that Defendant
14 will pay the Settlement Administration Costs incurred as of the date that Defendant exercises its
15 right to void the Settlement. Defendant shall notify Class Counsel and the Court whether it is
16 exercising this right to void not later than seven (7) days after the Settlement Administrator
17 notifies the Parties of the number of valid Requests for Exclusion it has received.

18 55. Nullification of Settlement. In the event: (i) the Court does not enter the
19 Preliminary Approval Order; (ii) the Court does not grant final approval the Settlement; (iii) the
20 Court does not enter the Judgment; or (iv) the Settlement does not become final for any other
21 reason, this Stipulation shall be rendered null and void, any order or judgment entered by the
22 Court in furtherance of this Settlement shall be treated as void from the beginning and this
23 Stipulation and any documents related to it shall not be used by any Class Member or Class
24 Counsel to support any claim or request for class certification in the Action, and shall not be used
25 in any other civil, criminal or administrative action against Defendant or any of the other
26 Released Parties. In the event an appeal is filed from the order granting final approval or
27 Judgment, or any other appellate review is sought, administration of the Settlement shall be
28 stayed pending final resolution of the appeal or other appellate review. Any fees incurred by the

1 Settlement Administrator prior to it being notified of the filing of an appeal from the Judgment, or
2 any other appellate review, shall be paid by Defendant to the Settlement Administrator.

3 56. No Admission by Defendant. Defendant denies all claims alleged in this Action
4 and denies all wrongdoing whatsoever by Defendant. Neither this Stipulation, nor any of its
5 terms and conditions, nor any of the negotiations connected with it, is a concession or admission,
6 and none shall be used against Defendant as an admission or indication with respect to any claim
7 of any fault, concession, or omission by Defendant or that class certification is proper under the
8 standard applied to contested certification motions. The Parties stipulate and agree to the
9 certification of the proposed class for settlement purposes only. The Parties further agree that this
10 Stipulation shall not be admissible in this or any other proceeding as evidence that either (i) a
11 class action should be certified or (ii) Defendant is liable to Plaintiff or any Class Member, other
12 than according to the terms of this Stipulation.

13 57. Exhibits and Headings. The terms of this Stipulation include the terms set forth in
14 any attached Exhibits, which are incorporated by this reference as though fully set forth herein.
15 The Exhibits to this Stipulation are an integral part of the Settlement. The descriptive headings of
16 any paragraphs or sections of this Stipulation are inserted for convenience of reference only.

17 58. Interim Stay of Action. The Parties agree to stay and to request that the Court stay
18 all proceedings in the Action, except such proceedings necessary to implement and complete the
19 Settlement and enter the Judgment.

20 59. Amendment or Modification. This Stipulation may be amended or modified only
21 by a written instrument signed by counsel for all Parties or their successors-in-interest.

22 60. Entire Agreement. This Stipulation and any attached Exhibits constitute the entire
23 agreement between the Parties, and no oral or written representations, warranties, or inducements
24 have been made to Plaintiff or Defendant concerning this Stipulation or its Exhibits other than the
25 representations, warranties, and covenants contained and memorialized in this Stipulation and its
26 Exhibits. No other prior or contemporaneous written or oral agreements may be deemed binding
27 on the Parties.
28

1 61. Authorization to Enter into Settlement Agreement. Class Counsel and Defense
2 Counsel warrant and represent they are expressly authorized by the Parties whom they represent
3 to negotiate this Stipulation and to take all appropriate actions required or permitted to be taken
4 by such Parties pursuant to this Stipulation to effectuate its terms, and to execute any other
5 documents required to effectuate the terms of this Stipulation. The Parties, Class Counsel, and
6 Defense Counsel shall cooperate with each other and use their best efforts to effect the
7 implementation of the Settlement. In the event the Parties are unable to reach agreement on the
8 form or content of any document needed to implement the Settlement, or on any supplemental
9 provisions that may become necessary to effectuate the terms of this Settlement, the Parties may
10 seek the assistance of the Court to resolve such disagreement. The person signing this Stipulation
11 on behalf of Defendant represents and warrants that he/she is authorized to sign this Stipulation
12 on behalf of Defendant. Plaintiff represents and warrants that she is authorized to sign this
13 Stipulation and that she has not assigned any claim, or part of a claim, covered by this Settlement
14 to a third-party. The Parties have cooperated in the drafting and preparation of this Stipulation.
15 Hence, in any construction made of this Stipulation, the same shall not be construed against any
16 of the Parties.

17 62. Binding on Successors and Assigns. This Stipulation shall be binding upon, and
18 inure to the benefit of, the successors and assigns of the Parties.

19 63. California Law Governs. All terms of this Stipulation and the Exhibits hereto shall
20 be governed by and interpreted according to the laws of the State of California, without giving
21 effect to any law that would cause the laws of any jurisdiction other than the State of California to
22 be applied.

23 64. Counterparts. This Stipulation may be executed in one or more counterparts. All
24 executed counterparts and each of them shall be deemed to be one and the same instrument.

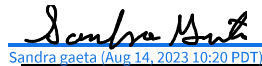
25 65. Jurisdiction of the Court. Following entry of the Judgment, pursuant to Code of
26 Civil Procedure section 664.6, the Court shall retain jurisdiction of this Action solely for the
27 purpose of interpretation, implementation, and enforcement of the terms of this Stipulation and all
28 orders and judgments entered in connection therewith, and the Parties, Class Counsel, and

1 Defense Counsel submit to the jurisdiction of the Court for purposes of interpreting,
 2 implementing, and enforcing the Settlement embodied in this Stipulation and all orders and
 3 judgments entered in connection therewith.

4 66. Invalidity of Any Provision. Before declaring any term or provision of this
 5 Stipulation invalid, the Parties request that the Court first attempt to construe the terms or
 6 provisions valid to the fullest extent possible consistent with applicable precedents so as to define
 7 all provisions of this Stipulation as valid and enforceable.

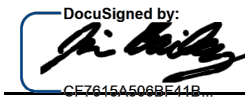
8 67. Binding Nature of Notice of Class Action Settlement. It is agreed that because the
 9 Class Members are so numerous, it is impossible or impractical to have each Class Member
 10 execute the Stipulation. The Class Notice shall advise all Class Members of the binding nature of
 11 the Settlement, and the release of Released Claims and shall have the same force and effect as if
 12 this Stipulation were executed by each Participating Class Member.

13
 14 Dated: Aug 14, 2023, 2023


 Sandra gaeta (Aug 14, 2023 10:20 PDT)

Plaintiff Sandra Gaeta

15
 16
 17 Dated: 8/16/2023, 2023

DocuSigned by:

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Defendant JBBC, Inc.

18
 19 By: _____

20 Its: _____

21
 22 Dated: 8/16/2023, 2023

DocuSigned by:

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James Gordon Bailey, Jr.,
 President of JBBC, Inc.

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Approved as to form and content:

Dated: August 14, 2023

MATERN LAW GROUP, PC

By: 
MATTHEW J. MATERN
LAUNA ADOLPH
OLIVIA GREEN
Attorneys for Plaintiff SANDRA GAETA,
individually and on behalf of all others similarly
situated

Dated: 8/16/2023, 2023

**OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.**

DocuSigned by:

By: LYNE A. RICHARDSON
STEVEN MANNIX
Attorneys for Defendant JBBC, INC.

EXHIBIT 1

NOTICE OF CLASS ACTION SETTLEMENT*Gaeta v. JBBC, Inc.*

Kern County Superior Court Case No. BCV-21-101392

A court authorized this Notice. This is not a solicitation by a lawyer. You are not being sued.

IF YOU WORKED FOR JBBC, INC. D/B/A THE BROKEN YOLK CAFE AS A NON-EXEMPT EMPLOYEE IN CALIFORNIA AT ANY TIME BETWEEN JUNE 16, 2017 AND APRIL 27, 2023, THIS CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS.

Why should you read this Notice?

A proposed settlement (the “Settlement”) has been reached in a class action lawsuit entitled *Gaeta v. JBBC, Inc.*, Kern County Superior Court Case No. BCV-21-101392 (the “Action”). The purpose of this Notice of Class Action Settlement (“Notice”) is to briefly describe the Action and to inform you of your rights and options in connection with the Action and the proposed Settlement. The proposed Settlement will resolve all claims in the Action.

A hearing concerning the Settlement (the “Settlement Hearing”) will be held before the Hon. Bernard C. Barmann, Jr. on [REDACTED], 2023 at [REDACTED] in Division H of the Kern County Superior Court, located at 1215 Truxtun Avenue, Bakersfield, California 93301, to determine whether the Settlement is fair, adequate and reasonable.

AS A CLASS MEMBER, YOU ARE ELIGIBLE TO RECEIVE AN INDIVIDUAL SETTLEMENT PAYMENT AND WILL BE BOUND BY THE RELEASE OF CLAIMS DESCRIBED IN THIS NOTICE AND THE SETTLEMENT AGREEMENT FILED WITH THE COURT, UNLESS YOU TIMELY REQUEST EXCLUSION FROM THE SETTLEMENT.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING	If you do nothing, you will be considered part of the Class and will receive an Individual Settlement Payment. You will also give up the right to pursue a separate legal action against JBBC, Inc. d/b/a The Broken Yolk Café (“Defendant”) and affiliated persons and entities, as explained more fully below.
EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS	You have the option to pursue separate legal action against Defendant about the claims in this lawsuit. If you choose to do so, you must exclude yourself, in writing, from the Settlement. As a result, you will not receive any benefits under the Settlement.
OBJECT	To object to the Settlement, you must submit a written statement explaining why you do not like the Settlement or explain your objections in person at the Settlement Hearing. This option is available only if you do not exclude yourself from the Settlement.

Who is affected by this proposed Settlement?

The Court has certified, for settlement purposes only, the following class (the “Class”):

All persons employed by Defendant as non-exempt employees in California at any time during the period from June 16, 2017 to April 27, 2023 (the “Class Period”).

According to Defendant’s records, you are a member of the Class (“Class Member”).

What is this case about?

In the Action, plaintiff Sandra Gaeta (“Plaintiff”) alleges on behalf of herself and the Class the following claims against Defendant: (1) failure to provide meal periods; (2) failure to authorize and permit rest periods; (3) failure to pay overtime wages; (4) failure to pay minimum wages; (5) failure to pay all wages due to discharged and quitting employees; (6) failure to maintain required records; (7) failure to furnish accurate itemized statements; (8) failure to indemnify employees for necessary expenditures incurred in discharge of duties; (9) unfair and unlawful business practices; and (10) penalties under PAGA, as a representative action. Plaintiff seeks unpaid wages, statutory penalties, restitution, interest, attorneys’ fees, and costs.

Defendant denies all liability and is confident it has strong legal and factual defenses to these claims.

This Settlement is a compromise reached after good faith, arm’s length negotiations between Plaintiff and Defendant (the “Parties”), through their attorneys, and is not an admission of liability on the part of Defendant. Both sides agree that in light of the risks and expenses associated with continued litigation, this Settlement is fair, adequate and reasonable. Plaintiff also believes the Settlement is in the best interests of all Class Members.

The Court has not ruled on the merits of Plaintiff’s claims or Defendant’s defenses.

Who are the attorneys representing the Parties?

The attorneys representing the Parties in the Action are:

Class Counsel

Matthew J. Matern
Launa Adolph
Olivia Green
MATERN LAW GROUP, PC
1230 Rosecrans Ave., Suite 200
Manhattan Beach, California 90266
310-531-1900

Defense Counsel

Lyne A. Richardson
Steven Mannix
Ogletree, Deakins, Nash, Smoak, & Stewart, P.C.
19191 South Vermont Ave., Suite 950
Torrance, CA 90502
310-217-8191

What are the Settlement terms?

Subject to final Court approval, Defendant will pay \$150,000.00 (the “Maximum Settlement Amount”) for: (a) Individual Settlement Payments to Class Members who do not request to be excluded from the Settlement (“Participating Class Members”); (b) the Court-approved Service Award to Plaintiff; (c) the Court-approved attorneys’ fees and costs to Class Counsel; (d) the costs of administering the Settlement; and (e) the PAGA Payment to be paid to the California Labor and Workforce Development Agency (“LWDA”) and non-exempt employees who worked for Defendant during the PAGA Period, which is April 12, 2020 to April 27, 2023 (“Aggrieved Employees”).

Individual Settlement Payments. After deduction from the Maximum Settlement Amount for Class Counsel’s attorneys’ fees and costs, the Service Award to Plaintiff, the PAGA Payment, and the costs of administering the Settlement, there will be a Net Settlement Amount. From the Net Settlement Amount, each Participating Class Member will receive an Individual Settlement Payment. The Net Settlement Amount shall be divided pro rata among all Participating Class Members based on the total number of weeks worked during the Class Period. In addition, all Aggrieved Employees shall receive a pro rata share of the portion of the PAGA Payment allocated to Aggrieved Employees based on their Compensable Workweeks during PAGA Period.

Your estimated Individual Settlement Payment is listed on the enclosed Information Sheet.

If a settlement check remains uncashed after 180 days from issuance, the Settlement Administrator shall

distribute the value of the uncashed check to the State Controller's Office Unclaimed Property Fund in the name of the Participating Class Member and/or Aggrieved Employee. In such event, the Class Member will remain bound by the terms of the Settlement and all Court orders.

For tax reporting purposes, the payments to Participating Class Members will be allocated 20% as wages and 80% as non-wages. The wage portion of the Individual Settlement Payments shall be subject to the withholding of applicable local, state, and federal taxes, and the Settlement Administrator shall deduct applicable payroll taxes from the wage portion of the Individual Settlement Payments.

The Parties and their attorneys do not make any representations concerning the tax consequences of this Settlement or your participation in it and are unable to offer tax advice. Class Members should consult with their own tax advisors concerning the tax consequences of the Settlement.

Class Counsel Attorneys' Fees and Costs, Service Award, Settlement Administration Costs and PAGA Payment. Class Counsel will ask the Court to award attorneys' fees up to \$50,000.00 (one-third of the Maximum Settlement Amount) and reimbursement of actual and reasonable costs incurred in the Action not to exceed \$27,000.00. In addition, Class Counsel will ask the Court to authorize a Service Award payment of up to \$10,000.00 to Plaintiff for her effort in prosecuting the Action on behalf of the Class. The Parties estimate the cost of administering the Settlement will not exceed \$9,000.00. In addition, \$5,000.00 will be allocated to penalties under PAGA, of which 75%, or \$3,750.00, will be paid to the LWDA, and the remaining 25%, or \$1,250.00, will be distributed to Aggrieved Employees. Any amounts not requested or awarded by the Court will be included in the Net Settlement Amount and will be distributed to Participating Class Members, as set forth above.

What claims are being released by the proposed Settlement?

Release by Participating Class Members. Upon Defendant providing the Maximum Settlement Amount to the Settlement Administrator, Plaintiff and all Participating Class Members shall be deemed to have fully, finally, and forever released the Released Parties from any and all claims, demands, rights, liabilities, and/or causes of action that were pleaded or could have been pleaded based upon the factual allegations set forth in the operative complaint filed in this Action and arising at any time during the Class Period, including claims for (1) failure to provide meal periods; (2) failure to authorize and permit rest periods; (3) failure to pay overtime wages; (4) failure to pay minimum wages; (5) failure to pay all wages due to discharged and quitting employees; (6) failure to maintain required records; (7) failure to furnish accurate itemized statements; (8) failure to indemnify employees for necessary expenditures incurred in discharge of duties; and (9) unfair and unlawful business practices.

Release by Aggrieved Employees. Upon Defendant providing the Maximum Settlement Amount to the Settlement Administrator, all Aggrieved Employees shall be deemed to have released the Released Parties of any and all claims and/or causes of action under PAGA which are based upon the factual allegations set forth in the operative complaint and arising at any time during the PAGA Period.

The "Released Parties" are Defendant and its present or former parents, owners, subsidiaries, and any affiliated or related persons or entities and each of its officers, directors, employees, partners, shareholders, attorneys and agents, and any other successors, assigns, or legal representatives.

What are my options in this matter?

You have two options under this Settlement, each of which is further discussed below. You may: (A) remain in the Class and receive an Individual Settlement Payment; or (B) exclude yourself from the Settlement. If you choose option (A), you may also object to the Settlement, as explained below.

OPTION A. Remain in the Settlement Class. If you wish to remain in the Class and be eligible to receive an Individual Settlement Payment, **you do not need to take any action.** By remaining in the Class, you consent to the release of claims as described above. If you remain in the Class, you will be represented at no cost by Class Counsel.

Object to the Settlement: If you believe the proposed Settlement is not fair, reasonable or adequate in any way, you may object to it. To object, you must appear at the Settlement Hearing to explain your objection or submit a written brief or statement of objection (“Notice of Objection”) to the Settlement Administrator. The Notice of Objection must: (1) state your full name; (2) state the grounds for the objection; (3) be signed by you; and (4) be postmarked on or before [REDACTED], 2023 and returned to the Settlement Administrator at the following address:

Gaeta v. JBBC, Inc.
P.O. Box [REDACTED]
[City], [State] [Zip]

You can also hire an attorney at your own expense to represent you in your objection. Any Class Member who does not object in writing or at the Settlement Hearing shall be deemed to have waived any objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement. **Even if you submit an objection, you will be bound by the terms of the Settlement, including the release of claims as set forth above, unless the Settlement is not finally approved by the Court.**

OPTION B. Request Exclusion from the Settlement. If you do not want to be part of the Settlement, you must submit a written request to be excluded from the Settlement (“Request for Exclusion”). In order to be valid, your Request for Exclusion must (1) state your full name, address, and telephone number and the last four digits of your Social Security Number (for identification purposes only); (2) contain a clear statement that you are requesting to opt out of, or be excluded from, the Settlement in *Gaeta v. JBBC, Inc.*; (3) be signed by you; and (4) be postmarked on or before [REDACTED], 2023 and returned to the Settlement Administrator at the following address:

Gaeta v. JBBC, Inc.
P.O. Box [REDACTED]
[City], [State] [Zip]

If you do not submit a valid Request for Exclusion, you will be deemed a Participating Class Member and you will be bound by the release of claims as described above and all other terms of the Settlement. If you submit a valid Request for Exclusion, you will have no further role in the Action, and you will not be entitled to any benefit as a result of the Action and Settlement and will not be entitled to or permitted to object to the Settlement.

What is the next step in the approval of the Settlement?

The Court will hold a hearing regarding the fairness, reasonableness and adequacy of the proposed Settlement, on [REDACTED], 2023 at [REDACTED] in Division H of the Kern County Superior Court. The Settlement Hearing may be continued without further notice to Class Members. You are not required to attend the Settlement Hearing to receive an Individual Settlement Payment.

If the Court grants final approval of the Settlement, notice of final judgment will be posted on the Settlement Administrator’s website (www.[REDACTED]) within seven (7) calendar days after entry of the Final Order and Judgment.

How can I get additional information?

This Notice summarizes the Action and the basic terms of the Settlement. More details are in the Settlement Agreement. You may also request a copy of the Settlement Agreement from Class Counsel, at the address and telephone number listed above. If you have questions regarding the Settlement, you may contact the Settlement Administrator at 1-[REDACTED].

PLEASE DO NOT CONTACT THE COURT REGARDING THIS SETTLEMENT.

EXHIBIT 2

INFORMATION SHEET*Gaeta v. JBBC, Inc.*

Kern County Superior Court Case No. BCV-21-101392

Calculation of Individual Settlement Payments: Each Class Member's share of the Net Settlement Amount will be calculated based upon his or her "Compensable Workweeks," or the total number of weeks he or she worked for JBBC, Inc. d/b/a The Broken Yolk Café ("Defendant") as a non-exempt employee in California from June 16, 2017 to April 27, 2023 (the "Class Period"). In addition, all Class Members will receive a pro rata share of the portion of the PAGA Payment allocated to Class Members based on their Compensable Workweeks during the Settlement Period.

Your Compensable Workweeks and Estimated Individual Settlement Payment: According to Defendant's records, your Compensable Workweeks during the Class Period are <<CompWW>>. Based on the number of Compensable Workweeks, **your estimated Individual Settlement Payment is <<EstSettPayment>>**. Please note that this is only an estimate; your actual payment may be greater or smaller than the amount reported above.

Procedure for Disputing Information: If you disagree with the number of Compensable Workweeks stated above, you must send a letter to the Settlement Administrator stating the reasons why you dispute the number of Compensable Workweeks and provide any supporting documentation that you have, such as paystubs. The information you provide should include the estimated number of weeks you claim you performed work as a non-exempt, hourly employee of Defendant at any time between June 16, 2017 to April 27, 2023. Any disputes and supporting documentation must be mailed to the Settlement Administrator at the address listed below, postmarked no later than [Response Deadline].

Gaeta v. JBBC, Inc.
[Address]
[City, State Zip]
[Telephone Number]

If you dispute the number of Compensable Workweeks stated above, the Settlement Administrator will evaluate any evidence submitted by you and will make the final decision as to the number of Compensable Workweeks that should be applied and/or the Individual Settlement Payment to which you may be entitled.