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Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

COURTNEY REESE, individually, and on
behalf of other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the California
Private Attorneys General Act;

Plaintiff,

vs.

ASIAN BOX PALO ALTO LLC, a California
limited liability company; ASIAN BOX, an
unknown business entity; and DOES 1 through
100, inclusive,

Defendants.

Case No.: 19CV346589

Honorable Sunil R. Kulkarni
Department 1

CLASS ACTION

**DECLARATION OF YASMIN HOSSEINI
IN SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

[Plaintiff's Motion for Preliminary Approval of
Class Action Settlement; Declaration of
Proposed Class Representative (Courtney
Reese); and [Proposed] Order filed
concurrently herewith]

Date: August 11, 2022
Time: 1:30 p.m.
Department: 1

Complaint Filed: April 18, 2019
FAC Filed: September 29, 2021
Trial Date: None Set

DECLARATION OF YASMIN HOSSEINI

I, Yasmin Hosseini, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiff Courtney Reese (“Plaintiff”). The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

EXPERIENCE AND ADEQUACY OF LAWYERS *for* JUSTICE, PC

2. Since October 2008, Lawyers *for* Justice, PC has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. Currently, the firm is attorney of record in over a dozen employment-related putative class actions in both state and federal courts in the State of California. Lawyers *for* Justice, PC is comprised of attorneys who focus on litigating complex wage-and-hour class and Private Attorneys General Act (“PAGA”) representative actions. The firm has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. During a relatively short time, in association with other law firms, Lawyers *for* Justice, PC has recovered millions of dollars on behalf of thousands of individuals in California. Below is a summary of the experience and qualifications of the attorneys at Lawyers *for* Justice, PC who most recently and primarily have been responsible for the representation of Plaintiff in connection with the resolution of above-captioned matter. Additional attorney and non-attorney staff have also worked on the above-captioned matter.

3. Edwin Aiwazian is the Managing Member and Shareholder of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has previously served as a pro bono mediator for the Los Angeles County Superior Court. In October of 2000, he obtained a Litigation Paralegal Certificate from the UCLA

1 Extension Program. During the summer of 2000, he studied Legal Writing at Harvard University.
2 From approximately September 2002 to approximately December 2002, he served as a Judicial
3 Extern to the Honorable Kim McLane Wardlaw of the United States Court of Appeals for the
4 Ninth Circuit. From approximately June 2002 to approximately August 2002, he served as a
5 Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second
6 Appellate District. In December of 2004, he obtained a license to practice law from the California
7 State Bar. From approximately December 2004 to approximately August 2008, he was employed
8 by Girardi & Keese. At Girardi & Keese, his practice focused on class actions and other complex
9 cases involving toxic torts and products liability. In addition, he gained substantial experience on
10 cases involving insurance bad faith, premises liability, and medical negligence. While employed
11 by Girardi & Keese, he argued approximately one hundred (100) motions, took or defended
12 approximately one hundred fifty (150) depositions, and prepared dozens of expert witnesses for
13 deposition or trial. Since in or around October of 2008, through his work at Lawyers *for* Justice,
14 PC, he has almost exclusively focused on the prosecution of consumer and employment class
15 actions, involving wage-and-hour claims, race discrimination, unfair business practices, or
16 consumer fraud. While employed by Lawyers *for* Justice PC, he has argued over one hundred
17 (100) motions, taken or defended over one hundred fifty (150) depositions, prepared dozens of
18 expert witnesses for deposition or trial, and attended over one hundred seventy-five (175)
19 mediations. Together with other attorneys at the firm, and in many cases in conjunction with co-
20 counsel, he has successfully litigated cases involving the executive, administrative, and other
21 overtime exemptions to the State of California and federal overtime compensation requirements.
22 Under his supervision, Lawyers *for* Justice, PC has successfully obtained class certification by
23 contested motion practice in approximately fifteen (15) cases in the last decade, and litigated over
24 1,000 class action or representative action cases.

25 4. Arby Aiwarzian is a Member and Shareholder of Lawyers *for* Justice, PC. He
26 received his Bachelor of Arts degree from University of California, Los Angeles and graduated
27 magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School.
28 From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the

1 Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District.
2 From approximately August 2008 to approximately December 2008 he served as a Judicial Extern
3 to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit.
4 He was admitted to practice law in California in 2010. He is admitted to practice before all courts
5 of the State of California and all United States District Courts in the State of California. He has
6 worked on many wage-and-hour class action and representative action cases, taking the lead in
7 taking and defending depositions, arguing motions, and attending mediations. He has played an
8 integral role in preparing matters for class certification, including and not limited to, successful
9 certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court Case No.
10 BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court Case No.
11 BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case No.
12 RG13680477). Under his and Edwin Aiwazian's supervision, dozens of class action or
13 representative cases have resulted in settlements that have been granted court approval, including
14 and not limited to, those listed in paragraph 7 herein. He has worked on over one hundred (100)
15 class action or representative action cases which have resulted in settlement.

16 5. Joanna Ghosh is a Senior Member of Lawyers for Justice, PC. She received a
17 Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of
18 Science degree from the London School of Economics in 2007, and a Juris Doctor degree from
19 Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010)
20 and in New York (since 2013) and is also admitted to practice in all U.S. District Courts in
21 California, the U.S. Bankruptcy Court for the Central District of California, and the U.S. Supreme
22 Court. She has taken and defended dozens of depositions and successfully handled motion practice
23 in class action cases regarding discovery (including and not limited to, regarding class contact
24 information), class certification (both contested class certification and stipulated class
25 certification), arbitration agreements, coordination, intervention. She has successfully handled
26 briefing and oral argument on appeal, and obtained notable decisions regarding the Private
27 Attorneys General Act and employer efforts to compel arbitration, e.g., *Betancourt v. Prudential*
28 *Overall Supply*, 9 Cal.App.5th 439 (Cal. Ct. App., Mar. 7, 2017), cert. denied (Cal., May 24, 2017),

cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior Court*, 8 Cal.5th175 (2019). She also has extensive experience with class action and/or representative action settlements. Under her, Edwin Aiwarzian, and Arby Aiwarzian’s supervision, the firm has handled the class certification and court approval process for hundreds of class action and/or representative action matters that have successfully resolved. She is a member of the California Employment Lawyers Association.

6. I am a Member of Lawyers *for* Justice, PC. I received my Bachelor of Arts degree from the University of California, Santa Barbara in 2013 and earned my Juris Doctor degree from Pepperdine University School of Law in 2017. I was admitted to practice law in California in 2019. I am admitted to practice before all courts of the State of California and all federal district courts in the State of California. I have worked on many wage and hour class action and PAGA representative matters, and my work has included, *inter alia*, including researching and drafting pleadings, administrative notice exhaustion, drafting, negotiating, and finalizing stipulations and settlement agreements, engaging in motion practice, claims evaluation and analysis, and making court appearances. Prior to joining Lawyers *for* Justice, I represented filmmakers and talent, negotiating and structuring various types of agreements on their behalf. I am a member of the California Employment Lawyers Association, Beverly Hills Bar Association, and Iranian American Bar Association.

**EXAMPLES OF RESULTS IN WAGE-AND-HOUR CLASS ACTION AND
REPRESENTATIVE ACTION CASES**

7. What follows are just a few examples of the type of results Lawyers *for* Justice, PC (“LFJ”) has achieved on behalf of its clients:

a) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a major property management company involving allegations of misclassification of various “manager” positions. On September 20, 2010, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC400414.

b) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national retailer of household items involving allegations of

1 misclassification of the “Assistant Store Manager” position. On October 28, 2010, the court
2 granted final approval of the class action settlement. The Los Angeles County Superior Court
3 Case Number is BC413498.

4 c) LFJ, in association with co-counsel therein, represented the plaintiffs in a
5 wage-and-hour class action against a national property management company involving
6 allegations of misclassification of the “Property Manager” position. On May 23, 2012, the court
7 granted final approval of the class action settlement. The Los Angeles County Superior Court
8 Case Number is BC430918.

9 d) LFJ, in association with co-counsel therein, represented the plaintiffs in a
10 wage-and-hour class action against a national retailer involving allegations of misclassification of
11 the “Store Manager” position. On June 10, 2011, the court granted plaintiffs’ motion for class
12 certification. On August 26, 2013, the court granted final approval of the class action settlement.
13 The Los Angeles County Superior Court Case Number is BC424012.

14 e) LFJ, in association with co-counsel therein, represented the plaintiff in a
15 wage-and-hour class and PAGA representative action against a bank, involving allegations of
16 misclassification of the “Assistant Branch Manager” position. On August 27, 2013, the court
17 granted final approval of the class and PAGA representative action settlement. The Kern County
18 Superior Court Case Number is S-1500-CV-273194-LHB.

19 f) LFJ, in association with co-counsel therein, represented the plaintiff in a
20 wage-and-hour class and PAGA representative action against a national wholesale distributor of
21 plumbing and builder supplies, involving allegations of misclassification of multiple salaried
22 “manager” positions. On May 22, 2014, the court granted final approval of the class and PAGA
23 representative action settlement. The Sacramento County Superior Court Case Number is 34-
24 2012-00136285.

25 g) LFJ, in association with co-counsel therein, represented the plaintiff in a
26 wage-and-hour class action against a multinational corporation that provides global workplace
27 solutions, involving allegations of misclassification of the “Operations Manager” position. On
28

1 September 16, 2014, the court granted plaintiff's motion for class certification. The Los Angeles
2 County Superior Court Case Number is BC478769.

3 h) LFJ, in association with co-counsel therein, represented the plaintiff in a
4 wage-and-hour class and PAGA representative action against a national retailer of household
5 items, on behalf of hourly-paid or non-exempt employees. On May 27, 2015, the court granted
6 final approval of the class and PAGA representative action settlement. The San Francisco County
7 Superior Court Case Number is CGC-13-532344.

8 i) LFJ, in association with co-counsel therein, represented the plaintiff in a
9 wage-and-hour class and PAGA action involving allegations of misclassification of the salaried
10 residential "Property Manager" position. On September 17, 2015, the court granted plaintiff's
11 motion for class certification. On October 20, 2017, the court granted final approval of the class
12 and PAGA representative action settlement. The Los Angeles County Superior Court Case
13 Number is BC474784.

14 j) LFJ, in association with co-counsel therein, represented the plaintiffs in a
15 wage-and-hour class and PAGA representative action against a national retailer of upscale
16 hardware and home furnishings, on behalf of non-exempt employees. On April 28, 2016, the court
17 granted final approval of the class and PAGA representative action settlement. The Los Angeles
18 County Superior Court Case Numbers are BC516795 and JCCP4794, and the Judicial Council
19 Coordination Proceeding Number is 4794.

20 k) LFJ, in association with co-counsel therein, represented the plaintiffs in a
21 wage-and-hour class action against a national retailer of apparel and fashion accessories, on behalf
22 of non-exempt employees. On August 5, 2016, the court granted final approval of the class action
23 settlement. The Los Angeles County Superior Court Case Number is BC488069.

24 l) LFJ, in association with co-counsel therein, represented the plaintiffs in a
25 wage-and-hour class action against a national retailer of apparel, accessories, and home products,
26 involving allegations of misclassification of the "Department Manager" position. On August 12,
27 2016, the court granted the plaintiffs' motion for class certification in part and certified a class. On
28

1 August 6, 2019, the court granted final approval of the class action settlement. The Alameda
2 County Superior Court Case Number is RG13680477.

3 m) LFJ represented the plaintiff in a PAGA representative action against a real
4 estate and property management company, on behalf of non-exempt employees. On November 4,
5 2016, the court granted approval of the PAGA representative action settlement. The Orange
6 County Superior Court Case Number is 30-2015-00775439-CU-OE-CXC.

7 n) LFJ, in association with co-counsel therein, represented the plaintiffs in a
8 wage-and-hour class and PAGA representative action against a full-service bank, on behalf of non-
9 exempt employees. On November 18, 2016, the court granted final approval of the class and
10 PAGA representative action settlement. The San Francisco County Superior Court Case Number
11 is CJC-13-004839 and the Judicial Council Coordination Proceeding Number is 4839.

12 o) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
13 representative action against a foodservice distributor, on behalf of non-exempt employees. On
14 January 26, 2017, the court granted final approval of the class and PAGA representative action
15 settlement. The San Bernardino County Superior Court Case Number is CIVDS1507260.

16 p) LFJ, on behalf of the plaintiff and respondent in a PAGA representative
17 action, successfully opposed in the trial court, and briefed and argued an appeal with respect to the
18 employer's motion to compel arbitration, which resulted in a published opinion by the California
19 Court of Appeal in favor of employees. *Roberto Betancourt v. Prudential Overall Supply* (Cal.
20 App. 4th Dist., Mar. 7, 2017) 9 Cal.App.5th 439, review denied, cert. denied (U.S. Supreme Court
21 Docket No. 17-254). The Riverside County Superior Court Case Numbers are RIC1503952 and
22 RICJCCP5046, and the Judicial Council Coordination Proceeding Number is 5046.

23 q) LFJ, in association with co-counsel therein, represented the plaintiffs in a
24 wage-and-hour class and PAGA representative action against a consumer packaging company, on
25 behalf of non-exempt employees. On March 10, 2017, the court granted final approval of the class
26 and PAGA representative action settlement. The Los Angeles County Superior Court Case
27 Number is BC590429.

1 r) LFJ, in association with co-counsel therein, represented the plaintiffs in a
2 wage-and-hour class and PAGA representative action against a manufacturer of food service
3 industry supplies on behalf of non-exempt employees. On April 14, 2017, the court granted final
4 approval of the class and PAGA representative action settlement. The Orange County Superior
5 Court Case Number is 30-2015-00810013-CU-OE-CXC.

6 s) LFJ in association with co-counsel, represented the plaintiffs in a wage-and-
7 hour class and PAGA representative action against a lumber and hardware company on behalf of
8 non-exempt employees. On April 26, 2017, the court granted final approval of the class and PAGA
9 representative action settlement. The Orange County Superior Court Case Number is 30-2014-
10 00747750-CU-OE-CXC.

11 t) LFJ represented the plaintiff in a wage-and-hour class and PAGA
12 representative action against a property management company, on behalf of non-exempt
13 employees. On June 14, 2017, the court granted final approval of the class and PAGA
14 representative action settlement. The Los Angeles County Superior Court Case Number is
15 BC586234.

16 u) LFJ represented the plaintiff in a wage-and-hour class and PAGA
17 representative action against a food company on behalf of non-exempt employees. On June 30,
18 2017, the court granted final approval of the class and PAGA representative action settlement. The
19 Sacramento County Superior Court Case Number is 34-2015-00175871.

20 v) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
21 representative action against a chocolate company on behalf of non-exempt employees. On July
22 19, 2017, the court granted final approval of the class and PAGA representative action settlement.
23 The Alameda County Superior Court Case Number is RG15764300.

24 w) Our firm represented the plaintiff in a PAGA representative action, against
25 the parent company of several restaurants, on behalf of hourly-paid, non-exempt employees. On
26 October 18, 2017, the court granted approval of the PAGA representative action settlement. The
27 Los Angeles County Superior Court Case Number is BC569664.
28

1 x) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
2 representative action against a manufacturer of plastic containers on behalf of non-exempt
3 employees. On October 31, 2017, the court granted final approval of the class and PAGA
4 representative action settlement. The Los Angeles County Superior Court Case Number is
5 BC577233.

6 y) LFJ, in association with co-counsel therein, represented the plaintiffs in a
7 wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt
8 employees. On December 11, 2017, the court entered an order granting final approval of the class
9 and PAGA representative action settlement. The Los Angeles County Superior Court Case
10 Number is BC569646.

11 z) LFJ, in association with co-counsel therein, represented the plaintiffs in a
12 wage-and-hour class and PAGA representative action against a property management company
13 on behalf of hourly-paid and non-exempt employees. On January 4, 2018, the court entered an
14 order granting final approval of the class and PAGA representative action settlement. The Los
15 Angeles County Superior Court Case Number is JCCP4819 and the Judicial Council Coordination
16 Proceeding Number is 4819.

17 aa) LFJ, in association with co-counsel therein, represented the plaintiffs in a
18 wage-and-hour class and PAGA representative action against a global provider of flexible office
19 space solutions. On February 15, 2018, the court entered an order granting final approval of the
20 class and PAGA representative action settlement. The Los Angeles County Superior Court Case
21 Number is BC498401.

22 bb) LFJ, in association with co-counsel therein, represents the plaintiff in a
23 wage-and-hour class action against a container manufacturer, on behalf of non-exempt employees.
24 On October 15, 2018, the court granted the plaintiff's motion for class certification. The Tulare
25 County Superior Court Case Number is VCU264528.

26 cc) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
27 representative action against a behavioral health service provider on behalf of non-exempt
28 employees. On November 13, 2018, the court granted final approval of the class and PAGA

1 representative action settlement. The Alameda County Superior Court Case Number is
2 RG16811450.

3 dd) LFJ, in association with co-counsel therein, represented the plaintiff in a
4 PAGA representative action against a global provider of products and services to the energy
5 industry, on behalf of hourly-paid and non-exempt employees. On November 19, 2018, the court
6 granted approval of the PAGA representative action settlement. The Kern County Superior Court
7 Case Number is S-1500-CV-280215-SDC.

8 ee) LFJ, in association with co-counsel therein, represents the plaintiff in a
9 wage-and-hour class action against a parking company on behalf of non-exempt employees. On
10 September 3, 2019, the court granted the plaintiff's motion for class certification and certified a
11 class. The Santa Clara County Superior Court Case Number is 16CV292208 and the Judicial
12 Council Coordination Proceeding Number is 4886.

13 ff) LFJ, in association with co-counsel therein, represents the plaintiffs in a
14 wage-and-hour class and representative action against a bank on behalf of non-exempt employees.
15 On September 27, 2019, the court granted the plaintiffs' motion for class certification in part and
16 certified a class. The Alameda County Superior Court Case Number is RG15757606 and the
17 Judicial Council Coordination Proceeding Number is 4921.

18 gg) LFJ, in association with co-counsel therein, represented the plaintiffs in a
19 wage-and-hour class and PAGA representative action against a national retailer of apparel and
20 fashion accessories, on behalf of non-exempt employees. On October 9, 2019, the court granted
21 the plaintiffs' motion for class certification in part and certified a class. On May 14, 2021, the
22 court granted final approval of the class and PAGA representative action settlement. The
23 Sacramento County Superior Court Case Number is 34-2015-00175330-CU-OE-GDS.

24 hh) LFJ, in association with co-counsel therein, on behalf of the plaintiff and
25 respondent in a PAGA representative action, successfully opposed in the trial court, and briefed
26 and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a
27 notable decision from the California Supreme Court clarifying the law and finding, in part, that
28 employer arbitration agreements are unenforceable where they block a PAGA claim from

1 proceeding, *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175. On February 21, 2020, the court
2 granted approval of the PAGA representative action settlement. The San Diego County Superior
3 Court Case Number is 34-2015-00175330.

4 ii) LFJ, in association with co-counsel therein, represents the plaintiff in a
5 wage-and-hour class and PAGA representative action against a medical equipment supplier on
6 behalf of non-exempt employees. On February 13, 2020, the court granted the plaintiff's motion
7 for class certification and certified a class. The San Bernardino County Superior Court Case
8 Number is CIVDS1505744.

9 jj) LFJ, in association with co-counsel therein, represents the plaintiff in a
10 wage-and-hour class and PAGA representative action against a large national drug testing
11 laboratory on behalf of non-exempt employees. On February 21, 2020, the court granted the
12 plaintiff's motion for class certification and certified a class. The San Diego County Superior
13 Court Case Number is 37-2018-00019611-CU-OE-CTL.

14 kk) LFJ, in association with co-counsel therein, represents the plaintiffs in a
15 wage-and-hour class and PAGA representative action against a national retailer of sportswear,
16 footwear, and camping equipment on behalf of non-exempt employees. On March 16, 2020, the
17 court granted in part the plaintiff's motion for class certification and certified a class. The
18 Riverside County Superior Court Case Numbers are RIC1507504 and RICJCCP4930, and the
19 Judicial Council Coordination Proceeding Number is 4930.

20 ll) LFJ, in association with co-counsel therein, represents the plaintiffs in a
21 wage-and-hour class and PAGA representative action against a plastic packaging company on
22 behalf of non-exempt employees. On June 8, 2020, the court granted in part the plaintiffs' motion
23 for class certification and certified a class. On November 8, 2021, the court granted approval of
24 the partial settlement of the action. The San Bernardino County Superior Court Case Number is
25 CIVDS1507361.

26 mm) LFJ, in association with co-counsel therein, represents the plaintiffs in a
27 wage-and-hour class action against manufacturer and supplier of power products and services on
28 behalf of non-exempt employees. On July 31, 2020, the court granted in part the plaintiffs' motion

1 for class certification and certified a class. The San Diego County Superior Court Case Number is
2 37-2015-00025968-CU-OE-CTL.

3 nn) LFJ represents the plaintiff in a wage-and-hour class action against a
4 nutritional products manufacturer on behalf of non-exempt production line employees. On
5 December 13, 2021, the court granted the plaintiff's motion for class certification in part and
6 certified a class. The Solano County Superior Court Case Number is FCS051001.

7 oo) LFJ represents the plaintiff in a wage-and-hour class action against an iconic
8 lifestyle accessories brand and retailer on behalf of non-exempt employees. On March 15, 2022,
9 the court granted the plaintiff's motion for class certification in part and certified a class. The San
10 Francisco Superior Court Case Number is CGC-16-550794.

11 **BASIC INFORMATION ABOUT THE CASE AND REACHING THE SETTLEMENT**

12 8. Marked and attached hereto as "**EXHIBIT 1**" is the Joint Stipulation of Class Action
13 and PAGA Settlement and Release ("Settlement," "Agreement," or "Settlement Agreement")
14 entered into by and between Plaintiff, on the one hand, and Defendant Asian Box Palo Alto, LLC
15 ("Defendant"), on the other hand (collectively, the "Parties"). The Parties and their counsel have
16 approved the proposed Notice of Class Action Settlement ("Class Notice"), which is attached to
17 the Settlement Agreement as "**EXHIBIT A**" and respectfully request that the Court approve it as
18 well.

19 9. The effectiveness of Lawyers for Justice, PC ("Class Counsel") in prosecuting this
20 matter has translated into tangible monetary benefits for Class Members in the following respects:
21 (1) Class Members and the State of California recover over a reasonably short period of time as
22 opposed to waiting additional years for the same, or possibly worse, result; (2) a guaranteed result
23 that compares favorably with other complex wage and hour class and/or representative action
24 settlements of similar type given the strengths and weaknesses of the case; and (3) significant
25 savings in attorneys' fees and/or costs that would have only increased significantly had the case
26 progressed through certification, trial, and/or appeals.

27 10. Class Counsel has litigated the case for over three years and was actively preparing
28 the matter for class certification and trial. The Parties have engaged in extensive settlement

1 negotiations and participated in a formal, full-day mediation conducted by Jeffrey A. Ross, Esq. a
2 well-respected mediator experienced in mediating complex labor and employment matters. Prior
3 to and during the mediation and settlement discussions, the Parties exchanged extensive
4 information and engaged in discussions regarding their evaluations of the case and various aspects
5 of the case, including but not limited to, the risks and delays of further litigation, the risks to the
6 Parties of proceeding with class certification and/or representative adjudication, the law relating
7 to off-the-clock theory, meal and rest periods, PAGA representative actions, and wage-and-hour
8 law and enforcement, as well as the evidence produced and analyzed, and the possibility of
9 appeals, among other things. During all settlement discussions, the Parties conducted their
10 negotiations at arm's length in an adversarial position. Arriving at a settlement that was acceptable
11 to all Parties was not easy. Defendant and its counsel felt strongly about their ability to prevail on
12 the merits and at certification, and Plaintiff and Class Counsel believed that they would be able to
13 obtain class certification and prevail at trial. After conducting investigations, informal discovery,
14 and exchange of information, extensive settlement negotiations, and with the aid of the mediator's
15 evaluation, the Parties have agreed that the matter is well-suited for settlement given the legal
16 issues relating to Plaintiff's principal claims, as well as the costs and risks to both sides that would
17 attend further litigation. The Settlement is a fair, reasonable, and adequate resolution of the
18 Released Claims of Plaintiff, Settlement Class Members, and the State of California against the
19 Released Parties.

20 11. The Parties used the pre-mediation time to investigate the veracity, strength, and
21 scope of the claims, and Class Counsel was preparing the action for class certification and trial.
22 Prior to engaging in mediation, Plaintiff conducted significant investigation and informal
23 discovery regarding the facts of the case, including and not limited to, the exchange, review, and
24 analysis of a large volume of documents and data obtained from Defendant, Plaintiff, and other
25 sources. The volume of data and documents that Class Counsel reviewed and analyzed included
26 and was not limited to: Plaintiff and other Class Members' employment records, a detailed
27 sampling of Class Members time and pay data, multiple iterations of Defendant's Employee
28 Handbook, company policy acknowledgements, job descriptions, Defendant's operations and

1 employment practices, procedures, and policies (including but not limited to Arbitration of
2 Disputes, Direct Deposit Authorization and Agreement, Sexual Harassment Policy, Meal Policy,
3 and ServSafe California Food Handler Assessment certificate), among other information and
4 documents. Class Counsel interviewed Plaintiff and other Class Members to gather facts and to
5 identify potential witnesses. Counsel for the Parties also met and conferred on numerous
6 occasions, e.g., to discuss issues relating to the pleadings and data prior to the mediation. Class
7 Counsel also prepared for and attended court proceedings, mediation, and settlement negotiations,
8 among other tasks.

9 12. Counsel for the Parties have also invested time researching and investigating the
10 applicable law, which is constantly evolving as it relates to certification, representative PAGA
11 claims, off-the-clock theory, meal and rest periods, wage-and-hour law and enforcement,
12 Plaintiff's claims and damages, and Defendant's defenses thereto, as well as facts discovered.
13 Based on Class Counsel's analysis, the result achieved in this litigation is fair, adequate, and
14 reasonable.

15 13. The Settlement provides for a Maximum Settlement Amount of Three Hundred
16 Thousand Dollars (\$300,000.00). The Net Settlement Amount is the Maximum Settlement
17 Amount less the following amounts subject to approval by the Court: Attorneys' Fees and Costs
18 to Class Counsel, Incentive Payment to Plaintiff, Settlement Administration Costs to Settlement
19 Administrator, and the LWDA Payment to the LWDA. Assuming that the amounts allocated
20 under the Settlement toward these payments are awarded by the Court, the Net Settlement Amount
21 that will be available for distribution to Settlement Class Members is currently estimated to be
22 One Hundred Twenty-One Thousand Five Hundred Dollars (\$121,500.00). Additionally, 25% of
23 the PAGA Payment which is \$12,500.00 out of \$50,000.00, will remain part of the Net Settlement
24 Amount for distribution to the Settlement Class Members. The Maximum Settlement Amount
25 will be fully distributed in accordance with the terms of the Settlement and there is no reversion
26 to Defendant.

27 14. The Parties have agreed to retain Phoenix Settlement Administrators ("Phoenix" or
28 "Settlement Administrator") to handle the notice and settlement administration process. The

Parties respectfully request that the Court appoint Phoenix to handle these procedures and serve as the Settlement Administrator. Defendant will provide the Settlement Administrator with a list of Class Members that Defendant will compile from its records, which will include each Class Member's (1) full name, (2) last known mailing address, (3) Social Security Number, and (4) the number of Workweeks of each Class Member ("Class Data"), and the Settlement Administrator will calculate each Class Member's estimated share of the Net Settlement Amount ("Individual Settlement Share") and estimated share of the 25% of the PAGA Payment. The Settlement Administrator will also receive opt-outs, objections, and disputes regarding Workweeks; provide necessary reports and declarations; calculate, subtract, and transmit necessary taxes and withholdings; prepare and submit informational and other tax filings and documents; issue and transmit all payments provided for by the Settlement, including and not limited to, mailing payments to Class Members and perform any other usual and customary duties for administering a class action settlement. Settlement Administration Costs are currently estimated not to exceed Eight Thousand Dollars (\$8,000.00) and will be paid out of the Maximum Settlement Amount, subject to approval of the Court.

15. Based on investigation and information discovered, Class Counsel believes that there is sufficient evidence to support the allegations made in the lawsuit, including the allegations that Defendant, with respect to Plaintiff and the Class Members, *inter alia*, failed to properly pay overtime and minimum wages, failed to provide compliant meal and rest periods and to pay associated premium pay, failed to timely pay wages during employment and upon termination of employment, failed to provide compliant wage statements, failed to maintain requisite payroll records, and failed to reimburse necessary business expenses, and thereby engaged in unfair business practices and conduct giving rise to civil penalties recoverable under the Private Attorneys General Act of 2004 (California Labor Code sections 2698, et seq.). Plaintiff also asserted that Class Members were expected to perform similar job duties and were subject to the same or similar operations and employment policies, practices, and procedures. Additionally, Plaintiff asserted that Defendant's recordkeeping practices with respect to Plaintiff and Class Members were substantially the same during the time period at issue. As a result of said alleged

1 uniform practices, Plaintiff claims that Class Members were not paid all of the compensation that
2 was owed to them by Defendant. Thus, in Class Counsel's view, it is clear that the outcome of
3 this litigation would be determined by Defendant's uniform operations and employment practices,
4 policies, and procedures that Plaintiff alleges applied across Defendant's hourly-paid or non-
5 exempt employees in California during the relevant time period.

6 16. Class Counsel is aware of the defenses and position of Defendant, but believes that
7 Plaintiff could potentially obtain class certification despite many obstacles. Plaintiff and Class
8 Counsel have also taken into account the uncertainty and risk of the outcome of further litigation,
9 and the difficulties and delays inherent in such litigation, including those involved in class
10 certification and/or representative adjudication. Plaintiff and Class Counsel further recognize the
11 burdens of proof necessary to establish liability for the claims asserted in the lawsuit, Defendant's
12 defenses, and the difficulties in establishing entitlement to monetary recovery. Plaintiff and Class
13 Counsel have also considered the Parties' settlement discussions, as well as the evaluations of the
14 mediator, who is experienced and well-regarded in complex labor and employment matters.

15 17. Defendant, on the other hand, denied and continues to deny any liability and
16 wrongdoing of any kind associated with the allegations in the lawsuit, and further denies that the
17 lawsuit is appropriate for class treatment or representative adjudication for any purpose other than
18 the Settlement. Defendant believes that it would ultimately succeed in the matter. Both sides have
19 also had the opportunity to interview witnesses and review documents and information relating to
20 Plaintiff's and Class Members' employment with Defendant, and Defendant's operations and
21 employment policies, practices, and procedures. The Parties also reviewed and analyzed a volume
22 of documents and data, including but not limited to a detailed sampling of Class Members' time
23 and pay information, to determine the potential value and strength of the claims. The available
24 information enabled Class Counsel to assess and value the class and PAGA claims and prepare
25 violation, damages, and penalties analyses and models. Accordingly, the Parties have conducted
26 adequate investigation to be sufficiently informed of the nature and extent of the class and PAGA
27 claims, and to enable both sides to fully evaluate the Settlement for its fairness, adequacy, and
28 reasonableness. The Parties have agreed that the matter is well-suited for settlement given the

1 legal issues relating to Plaintiff's principal claims, as well as the costs and risks to both sides that
2 would attend further litigation. The Settlement takes into account the strengths and weaknesses
3 of each side's position and the uncertainty of how the case might have concluded at certification,
4 trial, and/or appeals.

5 18. The Settlement Agreement provides for Class Counsel to apply for attorneys' fees
6 in an amount of up to one-third (1/3) of the Maximum Settlement Amount
7 (i.e., \$100,000.00) and expenses and costs in an amount not to exceed Twenty-Five Thousand
8 Dollars (\$25,000.00), which will be paid out of the Maximum Settlement Amount subject to
9 approval by the Court. It should be noted that Class Counsel has borne all of the risks and costs
10 of litigation and will not receive any compensation until recovery is obtained.

11 19. The Settlement Agreement provides for payment of up to Eight Thousand Dollars
12 (\$8,000.00) to Plaintiff as an Incentive Payment, to be paid out of the Maximum Settlement
13 Amount subject to approval by the Court. Plaintiff spent considerable time and effort to produce
14 relevant documents and past employment records and to provide the facts and evidence necessary
15 to attempt to prove the allegations. Plaintiff was available whenever Class Counsel needed
16 Plaintiff, and actively tried to obtain information that would facilitate the pursuit of the class and
17 PAGA claims. Accordingly, it is appropriate and just for Plaintiff to receive an Incentive Payment,
18 in addition to an Individual Settlement Payment, for services performed in the matter on behalf of
19 the Class and State of California.

20 20. Plaintiff's action alleges that Defendant has violated the California Labor Code and
21 Industrial Welfare Commission Wage Orders by engaging in a uniform policy and systematic
22 scheme of wage abuse against Plaintiff and the putative class members, including *inter alia*, failing
23 to properly compensate overtime and minimum wages, failing to provide compliant meal and rest
24 periods and associated premium pay, failing to timely pay wages during employment, failing to
25 timely pay wages upon termination and associated waiting-time penalties, failing to provide
26 compliant wage statements, failing to maintain requisite payroll records, and failing to reimburse
27 necessary business expenses. Plaintiff further contend that Defendant's aforementioned conduct
28 constitutes unfair business practices (under the California Business and Professions Code ("UCL"))

1 and gives rise to civil penalties recoverable under PAGA.

2 21. Based on data provided by Defendant, the total number of putative class members
3 during the period from April 18, 2015 to February 2, 2021 was estimated to be approximately one
4 hundred and twenty (120) individuals who worked a total of 4,645 workweeks.

5 22. Plaintiff contended that Defendant required putative class members to perform work
6 before clocking-in and after clocking-out of their scheduled shifts and during meal and rest
7 periods. Plaintiff contended that Defendant discouraged the recordation of overtime hours and
8 required putative class members to perform work off-the-clock. Plaintiff also contended that meal
9 and rest periods were regularly missed, later, shortened, and/or interrupted, that putative class
10 members were required to remain on premises during rest breaks, readily available to perform
11 work, answer questions from both supervisors and coworkers, and assist clients, and that
12 Defendant failed to properly pay premiums for all non-compliant meal and rest periods.
13 Additionally, Plaintiff alleged that Defendant intentionally and willfully failed to pay Plaintiff and
14 putative class members all wages due to them while they were employed by Defendant, within the
15 time period permissible under California law, and that Defendant failed to pay all wages due upon
16 termination, within the time period permissible under California law, thereby triggering waiting-
17 time penalties under California Labor Code section 203. Plaintiff contended that, based on the
18 violations described herein, the wage statements provided by Defendant and the payroll records
19 kept by Defendant were inaccurate. Finally, Plaintiff contended that Defendant failed to reimburse
20 Plaintiff and the other putative class members for necessary business expenses, including, but not
21 limited to, the costs associated with the use of personal cell phones and mileage for usage of
22 personal vehicles necessary to perform their work duties.

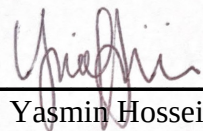
23 23. Class Counsel considered defense arguments, e.g., that the employer's practices,
24 policies, and procedures complied with the law, that Defendant paid putative class members over
25 the California minimum wage for all hours worked, that Defendant correctly paid overtime for all
26 overtime hours worked, that no waiting-time penalties were due because waiting-time penalties
27 only arise from "willful" failure to pay wages due and owing at the time of termination or
28 resignation, that Plaintiff and putative class members suffered no actual injury from the alleged

1 wage statement violations and that this alleged violation and the alleged recordkeeping violation
2 are entirely derivative of the other causes of action, and that a policy and practice of reimbursing
3 employees for necessary business-related expenses exists. Class Counsel also considered the
4 likelihood of Plaintiff's success in establishing that any of provisions of the California Labor Code,
5 on which the civil penalties under PAGA and the UCL claim are predicated, were violated and
6 that such violations were injurious and/or warranted imposition of civil penalties. Class Counsel
7 also considered that trial courts have wide discretion when assessing penalties under PAGA, and
8 that it could be determined that individual liability issues predominate (e.g., due to purported
9 variation in shifts, locations, job duties, and other circumstances which could raise individualized
10 questions of fact) and could pose challenges to certification, manageability, and the merits of
11 Plaintiff's claims.

12 24. Class Counsel submits that the Settlement is fair, reasonable, and adequate, and is
13 in the best interests of Plaintiff, the Class, and the State of California. Class Counsel further
14 submits that the Settlement is within an acceptable range of recovery for this type of litigation
15 given the strengths and weaknesses of the case, the inherent costs and risks of further litigation,
16 and the costs and risks associated with class certification, representative adjudication, trial, and/or
17 appeals.

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

20 Executed on this 15th day of July 2022, at Glendale, California.

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Yasmin Hosseini

EXHIBIT 1

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

2 This Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement,”
3 “Agreement,” or “Settlement Agreement”) is entered into between Defendant Asian Box Palo Alto,
4 LLC (“Defendant”), and Plaintiff Courtney Reese (“Plaintiff”), individually and on behalf of
5 Settlement Class Members as defined in Paragraph 31 below.

6 **DEFINITIONS**

7 1. “Action” means the putative class action entitled *Courtney Reese v. Asian Box Palo*
8 *Alto, LLC*, Santa Clara County Superior Court, Case No. 19CV346589.

9 2. “Settlement Administration Costs” means fees or costs of settlement administration
10 services rendered for administration the Settlement, as set forth in Paragraph 43 below.

11 3. “Attorneys’ Fees and Costs” means attorneys’ fees of up to one-third (1/3) of the
12 Maximum Settlement Amount to Class Counsel for its litigation and resolution of this Action
13 (“Attorneys’ Fees”), and reimbursement of litigation costs and expenses of up to Twenty-Five
14 Thousand Dollars (\$25,000.00) from the Maximum Settlement Amount to Class Counsel for all
15 actual costs incurred and to be incurred by Class Counsel in the Action (“Litigation Costs and
16 Expenses”), as set forth in Paragraph 41 below.

17 4. “Class Counsel” means Lawyers *for* Justice, PC.

18 5. “Class” refers to all current and former hourly-paid or non-exempt employees who
19 worked for Defendant’s restaurant location in Mountain View, California, at any time during the Class
20 Period. “Class Member” refers to individual members of the Class.

21 6. “Class Data” means a list (or lists), compiled by Defendant based on their records,
22 containing the following information for each Class Member: (1) full name, (2) last known mailing
23 address, (3) Social Security Number, and (4) the number of Workweeks of each Class Member.

24 7. “Class Notice” means the Notice of Class Action Settlement to be sent via First-Class
25 U.S. Mail to the Class following Preliminary Approval, in substantially the form that is attached hereto
26 as “**Exhibit A**,” which will notify Class Members of the Settlement, explain the basic terms of the
27 Settlement, as set forth in Paragraph 48 below.

28 8. “Class Period” means the period from April 18, 2015, through February 2, 2021.

- 1 9. “Court” means the Superior Court for the State of California, County of Los Angeles.
- 2 10. “Defendant” means Asian Box Palo Alto, LLC.
- 3 11. “Defendant’s Counsel” mean Gordon & Rees Scully Mansukhani.
- 4 12. “Effective Date” means the later of: (i) if no objection to the Settlement is made by a
5 Class Member, then the date that the Court enters the Final Approval Order and Judgment; (ii) the 61st
6 day after service of notice of entry of the Final Approval Order and Judgment, if no appeal, review, or
7 writ has been filed but an objection to the Settlement is made by a Class Member; or (iii) if an appeal,
8 review, or writ is timely sought from the Final Approval Order or Final Judgment, the day after the
9 Final Approval Order and Judgment are affirmed or the appeal, review, or writ is dismissed or denied,
10 and the Final Approval Order and Judgment are no longer subject to further judicial review.
- 11 13. “Final Approval Hearing” means the hearing following Preliminary Approval and
12 distribution of the Class Notice to the Class, at which the Court will determine whether to fully and
13 finally approve the fairness and reasonableness of this Agreement, and at which Plaintiff will request
14 that the Court enter the Final Approval Order and Judgment, approve and award Attorneys’ Fees and
15 Costs, Incentive Payment, Individual Settlement Payments, Settlement Administration Costs, and
16 LWDA Payment, as defined in this Agreement, and take other appropriate or necessary action as
17 described herein.
- 18 14. “Final Approval Hearing Date” means the date of the Final Approval Hearing.
- 19 15. “Final Approval Order and Judgment” means the order or orders entered by the Court
20 that, *inter alia*, finally approve(s) this Agreement and the Settlement, disposes of all issues raised in
21 this Action by way of judgment in conformity with California Rules of Court Rule 3.769, and awards
22 and orders the payment of all required amounts pursuant to the terms of this Agreement.
- 23 16. “Incentive Payment” means the amount of up to Eight Thousand Dollars (\$8,000.00)
24 to be paid from the Maximum Settlement Amount to Plaintiff Courtney Reese in recognition of her
25 effort and work in prosecuting the Action on behalf of Class Members, as set forth in Paragraph 42
26 below.
- 27 17. “Individual Settlement Share(s)” means a Class Member’s *pro rata* share of the Net
28 Settlement Amount, which is to be determined in conformity with Paragraph 45 below, which is

1 inclusive of the employee-side payroll taxes, contributions, and withholdings with respect to the wages
2 portion of the Individual Settlement Shares.

3 18. “Individual Settlement Payment” means the net payment of each Settlement Class
4 Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and
5 withholdings with respect to the wages portion of the Individual Settlement Share, as provided in
6 Paragraph 55 below.

7 19. “Maximum Settlement Amount” means the maximum total payment of Three Hundred
8 Thousand Dollars (\$300,000.00) payable by Defendant under this Agreement, subject to increase as
9 provided by Paragraph 66. The Maximum Settlement Amount includes the Net Settlement Amount
10 (which is inclusive of employee-side taxes and contributions), Attorneys’ Fees and Costs, Incentive
11 Payment, Settlement Administration Costs, and LWDA Payment, as defined in this Agreement.
12 Defendant’s share of taxes and contributions will be paid by Defendant separately and in addition to
13 the Maximum Settlement Amount.

14 20. “Net Settlement Amount” means the portion of the Maximum Settlement Amount that
15 is available for distribution to Settlement Class Members, which will be the Maximum Settlement
16 Amount less the amounts awarded for: (1) Attorney’s Fees to Class Counsel; (2) Litigation Costs and
17 Expenses to Class Counsel; (3) the Incentive Payment to Plaintiff; (4) Settlement Administration Costs
18 to the Settlement Administrator; and (5) the LWDA Payment to the LWDA.

19 21. “Notice of Objection” means a Settlement Class Member’s written objection to the
20 Settlement, which must be in writing and must: (a) contain the case name and number of the Action;
21 (b) be signed by the objecting Settlement Class Member, (c) contain the full name, address, and
22 telephone number of the objecting Settlement Class Member; (d) clearly state all grounds for the
23 objection accompanied by any legal support for such objection; and (e) attach copies of any papers,
24 briefs, or other documents upon which the objection is based.

25 22. “PAGA Payment” means the amount of Fifty Thousand Dollars (\$50,000.00) from the
26 Maximum Settlement Amount that will be allocated to penalties under the Private Attorneys
27 General, California Labor Code Section 2698, *et seq.* (“PAGA”), of which seventy-five percent
28 (75%), or \$37,500.00, will be paid to the LWDA (“LWDA Payment”) and twenty-five percent (25%)

1 or, \$12,500.00, will remain part of the Net Settlement Amount for distribution to the Settlement Class
2 Members, as set forth in Paragraph 44 below.

3 23. "Parties" means Plaintiff, individually and on behalf of all Settlement Class Members
4 as defined in Paragraph 31 below, and Defendant, who are individually referred to as "Party."

5 24. "Plaintiff" or "Class Representative" means Courtney Reese.

6 25. "Preliminary Approval" means entry of the Court order granting preliminary approval
7 of the Settlement Agreement.

8 26. "Released Claims" means all claims, charges, complaints, liens, demands, causes of
9 action, obligations, damages, and liabilities, known or suspected, that each Settlement Class Member
10 had, now has, or may hereafter claim to have against the Released Parties, arising from work at
11 Defendant's restaurant location in Mountain View, California, during the Class Period, that were
12 alleged or could have been alleged based on the factual allegations in the Operative Complaint. The
13 Released Claims specifically include, but are not limited to: Unpaid Overtime Wages (Lab. Code §§
14 510 and 1198); Meal Period Violations (Lab. Code §§ 226.7 and 512); Rest Period Violations (Lab.
15 Code § 226.7); Unpaid Minimum Wages (Lab. Code §§ 1194, 1197 and 1197.1); Failure to Timely
16 Pay Final Wages (Lab. Code §§ 201 and 202); Failure to Timely Pay Wages During Employment
17 (Lab. Code § 204); Non-Compliant Wage Statements (Lab. Code § 226); Failure to Maintain Payroll
18 Records (Lab. Code § 1174); Failure to Reimburse Business Expenses (Lab. Code §§ 2800 and 2802);
19 Unfair Business Practices (Bus. & Prof. Code §§ 17200, *et seq.*); and Private Attorneys General Act
20 of 2004 (California Labor Code § 2698, *et seq.*). This release shall not apply to claims for workers'
21 compensation benefits, unemployment insurance benefits, pension or retirement benefits, or any other
22 claim or right that as a matter of law cannot be waived or released.

23 27. "Released Parties" means Defendant and Defendant's affiliates, parents, and each of
24 their company-sponsored employee benefit plans, and their respective successors and predecessors in
25 interest, all of their respective officers, directors, employees, administrators, fiduciaries, trustees and
26 agents, and each of their past, present, and future officers, directors shareholders, employees, agents,
27 principals, heirs, representatives, attorneys, and accountants.

28 ///

1 28. “Request for Exclusion” means a written letter submitted by a Class Member
2 indicating a request to be excluded from the Settlement. The Request for Exclusion must: (a) contain
3 the case name and number of the Action; (b) be signed by the Class Member; (c) contain the full
4 name, address, telephone number, and the last four digits of the Social Security Number of the Class
5 Member requesting exclusion; (d) clearly state that the Class Member does not wish to be included
6 in the Settlement; and (e) be returned by fax or mail to the Settlement Administrator at the specified
7 address and/or facsimile number, postmarked or fax-stamped on or before the Response Deadline.
8 The date of the postmark on the return mailing envelope or fax-stamp on the submission will be the
9 exclusive means to determine whether a Request for Exclusion has been timely submitted.

10 29. “Response Deadline” means the deadline by which Class Members must submit a
11 Request for Exclusion and/or Workweeks Dispute, which shall be the date that is forty-five (45)
12 calendar days from the initial mailing of the Class Notice by the Settlement Administrator, unless
13 the 45th day falls on a Sunday or Federal holiday, in which case the Response Deadline will be
14 extended to the next day on which the U.S. Postal Service is open. The Response Deadline may
15 also be extended by express written agreement between Class Counsel and Defendant’s Counsel.
16 Under no circumstances, however, will the Settlement Administrator have the authority to extend
17 the Response Deadline. In the event that a Class Notice is re-mailed to a Class Member, the
18 Response Deadline for that Class Member shall be extended by fifteen (15) calendar days.

19 30. “Settlement Administrator” means Phoenix Settlement Administrators, the neutral
20 third-party administrator mutually agreed upon by the Parties, subject to approval by the Court.

21 31. “Settlement Class” or “Settlement Class Members” means Class Members who have
22 not submitted a timely and valid Request for Exclusion pursuant to Paragraph 50 below.

23 32. “Workweek(s)” means week(s), or fraction thereof, which a Class Member worked at
24 Defendant’s restaurant location in Mountain View, California, in an hourly-paid or non-exempt
25 position at any time during the Class Period, as reflected in Defendant’s records. Each Class Member
26 shall be credited with at least one (1) Workweek.

27 33. “Workweeks Dispute” means a written dispute submitted by a Class Member
28 indicating a dispute of the number of Workweeks attributed to the Class Member in the Class Notice.

1 The Workweeks Dispute must: (a) contain the case name and number of the Action; (b) be signed
2 by the Class Member; (c) contain the full name, address, telephone number, and the last four digits
3 of the Social Security Number of the disputing Class Member; (d) clearly state that the Class
4 Member disputes the number of Workweeks credited to him or her and what he or she contends is
5 the correct number to be credited to him or her; (e) include information and/or attach documentation
6 demonstrating that the number of Workweeks that he or she contends should be credited to him or
7 her are correct; and (e) be returned by fax or mail to the Settlement Administrator at the specified
8 address and/or facsimile number, postmarked or fax-stamped on or before the Response Deadline.
9 The date of the postmark on the return mailing envelope or fax-stamp on the submission will be the
10 exclusive means to determine whether a Workweeks Dispute has been timely submitted.

11 **CLASS CERTIFICATION**

12 34. For the purposes of this Settlement only, the Parties stipulate to the certification of
13 the following Class: all current and former hourly-paid or non-exempt employees of Defendant in
14 California at any time during the Class Period.

15 35. The Parties agree that certification for the purpose of settlement is not an admission
16 that certification is proper under Section 382 of the California Code of Civil Procedure. Should, for
17 whatever reason, the Court not grant Final Approval, the Parties' stipulation to class certification as
18 part of the Settlement shall become null and void *ab initio* and shall have no bearing on, and shall
19 not be admissible in connection with, the issue of whether or not certification would be inappropriate
20 in a non-settlement context.

21 **AMENDMENT OF COMPLAINT**

22 36. On March 29, 2021, Plaintiff Courtney Reese provided written notice to the LWDA
23 giving notice of her intent to pursue a representative action pursuant to PAGA, on behalf of herself
24 and the State of California, as well as on behalf of a proposed group of aggrieved employees.

25 37. On September 28, 2021, the Court granted Plaintiff leave, pursuant to the Parties'
26 stipulation, to file a First Amended Class Action Complaint for Damages & Enforcement Under
27 Private Attorney General Act ("First Amended Complaint" or "Operative Complaint"), adding a cause
28 of action under PAGA.

1 **TERMS AND CONDITIONS**

2 NOW, THEREFORE, in consideration of the Recitals listed above and the promises and
3 warranties set forth below, and intending to be legally bound and acknowledging the sufficiency of
4 the consideration and undertakings set herein, the Plaintiff, individually and on behalf of the
5 Settlement Class Members, on the one hand, and Defendant, on the other hand, agree that the Action
6 shall be, and is finally and fully compromised and settled on the following terms and conditions,
7 subject to Court approval:

8 38. Funding of the Maximum Settlement Amount. Defendant will fund the Maximum
9 Settlement Amount via two (2) installments:

10 a. Within thirty (30) calendar days of the Effective Date, Defendant will make a
11 first deposit of one-half (1/2) of the Maximum Settlement Amount (i.e., One Hundred Fifty Thousand
12 Dollars (\$150,000.00)) into a qualified settlement account to be established by the Settlement
13 Administrator (the “First Payment”).

14 b. Within six (6) months of the First Payment, Defendant will make a second
15 deposit for the remaining one-half of the Maximum Settlement Amount (i.e., One Hundred Fifty
16 Thousand Dollars (\$150,000.00)) into the qualified settlement account established by the Settlement
17 Administrator (“Second Payment”).

18 c. Defendant shall submit a declaration to the Court describing its cash flow
19 condition concurrently with the filing of the Motion for Preliminary Approval.

20 39. Timeline of Payments Issued. The Settlement Administrator shall issue payments due
21 under the Settlement and approved by the Court, as follows:

22 a. No later than ten (10) calendar days after Defendant funds the First Payment,
23 the following payments will be distributed in the following order of priority from the First Payment:
24 (i) full payment of the Individual Settlement Payments to Settlement Class Members; (ii) full
25 payment of the Court-approved Incentive Payment to the Class Representative; (iii) partial payment
26 of one-half (1/2) of the Settlement Administration Costs to the Settlement Administrator; and (vi)
27 partial payment of the Court-approved Attorneys’ Fees and Costs to Class Counsel, to the extent
28 possible.

1 b. No later than ten (10) calendar days after Defendant funds the Second
2 Payment, the following payments will be distributed in the following order of priority from the
3 Second Payment: (i) full payment of the LWDA Payment to the LWDA; (ii) payment of the
4 remaining one-half (1/2) of Settlement Administration Costs to the Settlement Administrator; and
5 (iii) payment of the remaining Attorneys' Fees and Costs to Class Counsel.

6 40. Distribution of Settlement Checks. Settlement Class Members will be issued their
7 Individual Settlement Payments by way of a single check. Settlement checks will be valid and
8 negotiable for a period of one hundred and eighty (180) calendar days from the date of issuance of
9 the check, and after this time period, the check(s) will be cancelled. The funds associated with such
10 cancelled checks will be transmitted to Legal Services of Northern California, in conformity with the
11 requirements of California Code of Civil Procedure section 384. The Settlement Administrator shall
12 undertake amended and/or supplemental tax filings and reporting, required under applicable local,
13 state, and federal tax laws, that are necessitated due to the cancellation of any settlement checks.
14 Settlement Class Members whose settlement checks are cancelled shall, nevertheless, be bound by
15 this Settlement Agreement. The Parties and their counsel each represent that they do not have any
16 significant affiliation or involvement with the proposed *cy pres* recipient. Defendant will provide a
17 declaration to the Court as part of the approval process explaining why this is an appropriate *cy pres*.
18 If the Court rejects Legal Services of Northern California as *cy pres*, the *cy pres* will be the California
19 Rural Legal Assistance Foundation. Under no circumstances will any portion of the Maximum
20 Settlement Amount revert to Defendant.

21 41. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any application
22 or motion by Class Counsel for attorneys' fees of up to one-third (1/3) of the Maximum Settlement
23 Amount (i.e., One Hundred Thousand Dollars (\$100,000.00)) and reimbursement of actual costs and
24 expenses associated with Class Counsel's litigation and settlement of the Action, in an amount not
25 to exceed Twenty-Five Thousand Dollars (\$25,000.00), both of which shall be paid from the
26 Maximum Settlement Amount subject to Court approval. These amounts will cover any and all work
27 performed and any and all costs incurred by Class Counsel in connection with the litigation of the
28 Action, including without limitation all work performed and costs incurred to date, and all work to

1 be performed and all costs to be incurred in connection with obtaining the Court's approval of this
2 Settlement Agreement, including any objections raised and any appeals necessitated by those
3 objections. Class Counsel shall be solely and legally responsible for correctly characterizing this
4 compensation for tax purposes and for paying any taxes on the amounts received. With respect to
5 the Attorneys' Fees and Costs to Class Counsel, the Settlement Administrator may purchase an
6 annuity to utilize United States Treasuries and bonds or other attorney fee deferral vehicles, for Class
7 Counsel. Any additional expenses for the use of attorney fee deferral vehicles by the Settlement
8 Administrator shall be paid separately by Class Counsel and shall not be included within the
9 Settlement Administration Costs. Defendant and Defendant's counsel shall not be liable for any
10 expenses associated with the use of an attorney fee deferral vehicle by the Settlement Administrator.
11 Any portion of the Attorneys' Fees and Costs not awarded to Class Counsel will remain part of the
12 Net Settlement Amount for distribution to Settlement Class Members.

13 42. Incentive Payment. In recognition of her efforts and work in prosecuting the Action,
14 Defendant agrees not to oppose or impede any application or motion for Incentive Payment in an
15 amount up to Eight Thousand Dollars (\$8,000.00) to Plaintiff Courtney Reese. The Incentive
16 Payment, which will be paid from the Maximum Settlement Amount, subject to Court approval, will
17 be in addition to her Individual Settlement Payment that is to be paid pursuant to the Settlement.
18 The Settlement Administrator will issue an IRS Form 1099 to Plaintiff for the Incentive Payment,
19 and Plaintiff shall be solely and legally responsible for correctly characterizing this compensation
20 for tax purposes and for paying any taxes on the amounts received. Plaintiff agrees to indemnify
21 and hold Defendant harmless from any claim or liability for taxes, penalties, or interest arising as a
22 result of the Incentive Payment. Should the Court approve the Incentive Payment to Plaintiff in an
23 amount that is less than that set forth above, the difference between the lesser amount approved by
24 the Court and the amount allocated to the Incentive Payment will remain part of the Net Settlement
25 Amount for distribution to the Settlement Class Members.

26 43. Settlement Administration Costs. The Settlement Administrator will be paid for the
27 reasonable costs of administration of the Settlement and distribution of payments under the
28 settlement, in an amount which is currently estimated not to exceed Eight Thousand Dollars

1 (\$8,000.00). The Settlement Administration Costs, which will be paid from the Maximum
2 Settlement Amount, subject to Court approval, will include, *inter alia*, printing, distributing, and
3 tracking Class Notices and other documents for this settlement in English, calculating and distributing
4 payments due under the Settlement in two (2) installments, issuing of 1099 and W-2 IRS Forms and
5 all required tax reporting, filings, withholdings, and remittances, providing necessary reports and
6 declarations, and other duties and responsibilities set forth herein to process this Settlement, and as
7 requested by the Parties. Any portion of the estimated, designated, and/or awarded Settlement
8 Administration Costs which are not in fact required to fulfill payment to the Settlement
9 Administrator to undertake the requirement settlement administration duties will remain part of the
10 Net Settlement Amount for distribution to the Settlement Class Members.

11 44. PAGA Payment. Subject to approval by the Court, the Parties agree that the amount
12 of Fifty Thousand Dollars (\$50,000.00) will be allocated from the Maximum Settlement Amount to
13 penalties under the Private Attorneys General, California Labor Code Section 2698, *et seq.* (i.e.,
14 PAGA Payment), of which seventy-five percent (75%), or \$37,500.00, will be paid to the LWDA
15 (i.e., the LWDA Payment) and twenty-five percent (25%) or, \$12,500.00, will remain part of the Net
16 Settlement Amount for distribution to the Settlement Class Members.

17 45. Individual Settlement Share Calculations. Individual Settlement Shares will be
18 calculated and apportioned from the Net Settlement Amount based on the Class Members'
19 Workweeks, as follows:

20 a. After Preliminary Approval, the Settlement Administrator will determine the
21 Workweeks of each Class Member, divide the Net Settlement Amount by the Workweeks of all
22 Class Members to yield the "Estimated Workweek Value," and multiply each Class Member's
23 individual Workweeks by the Estimated Workweek Value to yield his or her estimated Individual
24 Settlement Share that he or she may be eligible to receive under the Settlement.

25 b. After Final Approval, the Settlement Administrator will divide the final Net
26 Settlement Amount by the Workweeks of all Settlement Class Members to yield the "Final
27 Workweek Value," and multiply each Settlement Class Member's individual Workweeks by the
28 Final Workweek Value to yield his or her Individual Settlement Share.

1 46. Settlement Awards Do Not Trigger Additional Benefits. All payments made pursuant
2 to the Settlement Agreement shall be deemed to be paid to the payee solely in the year in which such
3 payments actually are issued to the payee. It is expressly understood and agreed that payments made
4 under this Settlement Agreement shall not in any way entitle Plaintiff or any Class Member to
5 additional compensation or benefits under any new or additional compensation or benefits, or any
6 bonus, contest or other compensation or benefit plan or agreement in place during the Class Period,
7 nor will it entitle any Class Member to any increased retirement, 401K benefits or matching benefits,
8 or deferred compensation benefits (notwithstanding any contrary language or agreement in any
9 benefit or compensation plan document that might have been in effect during the Class Period).

10 47. Delivery of the Class Data. Within ten (10) business days of Preliminary Approval,
11 Defendant will provide the Class Data to the Settlement Administrator.

12 48. Notice by First-Class U.S. Mail.

13 a. Within ten (10) business days after receiving the Class Data from Defendant,
14 the Settlement Administrator will perform a search based on the National Change of Address
15 Database or any other similar services available, such as provided by Experian, for information to
16 update and correct for any known or identifiable address changes, and will mail a Class Notice,
17 substantially in the form attached as “**Exhibit A**” to this Settlement Agreement, to all Class Members
18 via First-Class U.S. Mail, using the most current, known mailing addresses identified by the
19 Settlement Administrator.

20 b. With respect to Class Notices that are returned as undeliverable on or before
21 the Response Deadline, the Settlement Administrator will search for an alternate address by way of
22 skip-trace and re-mail the Class Notice within five (5) calendar days.

23 49. Dispute Regarding Workweeks. Class Members will have an opportunity to dispute
24 the number of Workweeks which they have been credited, as reflected in their respective Class
25 Notices. In order to dispute Workweeks, Class Members must submit a timely and valid Workweeks
26 Dispute to the Settlement Administrator that: (a) contains the case name and number of the Action;
27 (b) is signed by the Class Member; (c) contains the full name, address, telephone number, and the
28 last four digits of the Social Security Number of the disputing Class Member; (d) clearly states that

1 the Class Member disputes the number of Workweeks credited to him or her and what he or she
2 contends is the correct number to be credited to him or her; (e) includes information and/or attaches
3 documentation demonstrating that the number of Workweeks that he or she contends should be
4 credited to him or her are correct; and (f) is returned by fax or mail to the Settlement Administrator
5 at the specified address and/or facsimile number, postmarked or fax-stamped on or before the
6 Response Deadline. The date of the postmark on the return mailing envelope or fax-stamp on the
7 submission will be the exclusive means to determine whether a Workweeks Dispute has been timely
8 submitted. Absent evidence rebutting the accuracy of Defendant's records and data as they pertain
9 to the number of Workweeks to be credited to a disputing Class Member, Defendant's records will
10 be presumed correct and determinative of the dispute. However, if a Class Member produces
11 information and/or documents to the contrary, the Settlement Administrator will evaluate the
12 materials submitted by the Class Member and the Settlement Administrator will resolve and
13 determine the number of eligible Workweeks that the disputing Class Member should be credited
14 with under the Settlement. The Settlement Administrator's decision on such disputes will be final and
15 non-appealable.

16 50. Procedure for Requesting Exclusion to the Settlement. Any Class Member wishing
17 to be excluded from the Settlement must submit a timely and valid Request for Exclusion to the
18 Settlement Administrator, by mail or fax, postmarked or fax-stamped by the Response Deadline.
19 The date of fax or the postmark on the return mailing envelope will be the exclusive means to
20 determine whether a Request for Exclusion has been timely submitted. The Settlement
21 Administrator will certify jointly to Class Counsel and Defendant's Counsel the Requests for
22 Exclusion that were timely submitted, and also identify the individuals who have submitted a timely
23 and valid Request for Exclusion in a declaration that is to be filed with the Court in advance of the
24 Final Approval Hearing. Any Class Member who submits a timely and valid Request for Exclusion
25 is prohibited from making any objection to the Settlement. A Class Member who does not submit a
26 timely and valid Request for Exclusion will be deemed a Settlement Class Member and will be
27 bound by all terms of the Settlement, if the Settlement is granted Final Approval by the Court.

28 ///

1 51. Settlement Terms Bind All Class Members Who Do Not Request Exclusion. Any
2 Class Member who does not affirmatively request exclusion from the Settlement by submitting a
3 timely and valid Request for Exclusion (i.e., Settlement Class Members) will be bound by all of the
4 terms of the Settlement Agreement, including and not limited to those pertaining to the Released
5 Claims, as well as any judgment that may be entered by the Court if it grants Final Approval to the
6 Settlement.

7 52. Procedures for Objecting to the Settlement. To object to the Settlement, a Settlement
8 Class Member must submit a timely and valid Notice of Objection, by fax or mail, to the Settlement
9 Administrator. The Notice of Objection must be signed by the Settlement Class Member and contain
10 all information required by this Settlement Agreement. The deadline for objecting to the Settlement
11 shall be the date of the Final Approval Hearing. Settlement Class Members who fail to object in the
12 specific and technical manner specified in this Settlement Agreement, or otherwise ordered by the
13 Court, will be deemed to have waived all objections. At no time will any of the Parties or their
14 counsel seek to solicit or otherwise encourage Class Members to object to the Settlement Agreement
15 or appeal from the Final Approval Order and Judgment.

16 53. Reports by the Settlement Administrator Regarding Settlement Administration. The
17 Settlement Administrator will provide Defendant's Counsel and Class Counsel a weekly report
18 which certifies: (a) the number of Class Members who have submitted a dispute of Workweeks; (b)
19 the number of Class Members who have submitted timely and valid Requests for Exclusion or timely
20 and complete Notices of Objection; and (c) the number of undeliverable and re-mailed Class Notices.
21 Additionally, the Settlement Administrator will provide to counsel for both Parties any updated
22 reports regarding the administration of the Settlement Agreement as needed or requested, and
23 immediately notify the Parties when it receives a request from an individual or any other entity
24 regarding inclusion in the Class and/or Settlement.

25 54. Certification of Completion. Upon completion of administration of the Settlement,
26 the Settlement Administrator will provide a written declaration under oath to certify such completion
27 to the Court and counsel for all Parties.

28 ///

1 55. Treatment of Settlement Payments. Each Individual Settlement Share will be
2 allocated as follows: one-third (1/3) as wages and two-thirds (2/3) for penalties, interest, and non-
3 wage damages. The portion of the settlement shares that are allocated to wages will be reported on
4 an IRS Form W-2 and the portions allocated to interest and penalties will be reported on an IRS
5 Form-1099 by the Settlement Administrator. The Settlement Administrator will withhold the
6 employee's share of taxes and withholdings with respect to the wages portion of the Individual
7 Settlement Shares, and issue checks to Settlement Class Members for their Individual Settlement
8 Payments (i.e., payment of their Individual Settlement Share net of these employee-side taxes and
9 withholdings). The employer's share of taxes and withholdings on the wages portion of Individual
10 Settlement Shares will be paid by Defendant separately and in addition to the Maximum Settlement
11 Amount.

12 56. Administration of Taxes by the Settlement Administrator. The Settlement
13 Administrator will be responsible for issuing to Plaintiff, Settlement Class Members, and Class
14 Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant
15 to this Settlement Agreement. The Settlement Administrator will also be responsible for forwarding
16 all payroll taxes, contributions, and withholdings to the appropriate government authorities.

17 57. Tax Liability. Plaintiff, Class Counsel, Defendant, and Defendant's Counsel make
18 no representations or warranties as to the tax consequences, treatment, or legal effect of any
19 payments made under this Settlement Agreement, do not intend anything contained in this
20 Settlement Agreement to constitute advice regarding taxes or taxability, nor shall anything in this
21 Settlement Agreement be relied on as such. Plaintiff and Settlement Class Members understand and
22 agree that, except for Defendant's payment of the employer taxes, Plaintiff and Settlement Class
23 Members will be solely responsible for correctly characterizing any compensation received under
24 the settlement on his/her personal income tax returns and paying any and all taxes due for any and
25 all amounts paid to them under the settlement.

26 58. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT
27 (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY
28 TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN

1 “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
2 SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE
3 BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS
4 OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE
5 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE
6 MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART
7 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY
8 UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE
9 (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT,
10 (B) HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE
11 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY
12 OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR
13 DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY
14 TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO
15 ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT
16 PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR ADVISER’S TAX
17 STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING)
18 UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR
19 TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION
20 CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

21 59. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
22 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
23 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action,
24 cause of action or right herein released and discharged.

25 60. Release of Claims by Settlement Class Members. As of the date of the funding of the
26 Maximum Settlement Amount and in exchange for the consideration provided by this Settlement,
27 Plaintiff and all Class Members who do not submit a valid and timely Request for Exclusion (i.e.,
28 Settlement Class Members) will be deemed to have fully, finally and forever released, settled,

1 compromised, relinquished, and discharged the Released Parties of all Released Claims.

2 61. General Release of Claims by Plaintiff. Upon the Effective Date, Plaintiff will be
3 deemed to have fully, finally, and forever settled and released any and all of the Released Claims,
4 whether known or unknown, suspected or unsuspected, contingent or non-contingent, which now
5 exist, or heretofore have existed, upon any theory of law or equity now existing, including, but not
6 limited to, conduct that is negligent, intentional, with or without malice, or a breach of any duty, law
7 or rule, without regard to the subsequent discovery or existence of such different or additional facts.
8 With respect to those claims released by Plaintiff in an individual capacity, Plaintiff acknowledges
9 and waives any and all rights and benefits available under California Civil Code Section 1542, which
10 provides:

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

15 Plaintiff understands and agrees that claims or facts in addition to or different from those which are
16 now known or believed by her to exist may hereafter be discovered. It is Plaintiff's intention to settle
17 fully and release all claims she now has against the Released Parties, whether known or unknown,
18 suspected or unsuspected. The Incentive Payment shall be paid to Plaintiff in exchange for the
19 consideration provided by this Settlement. Notwithstanding the above, the general release by Plaintiff
20 shall not extend to claims for workers' compensation benefits, claims for unemployment benefits, or
21 other claims that may not be released by law.

22 62. Duties of the Parties with Respect to Obtaining Preliminary Approval of the
23 Settlement. Upon execution of this Settlement Agreement, Plaintiff shall promptly obtain a hearing
24 date for Plaintiff's Motion for Preliminary Approval of the Settlement, which Plaintiff and Class
25 Counsel will be responsible for drafting, and submit this Settlement Agreement to the Court in
26 support of said motion. Class Counsel will provide Defendant's Counsel a draft of the Preliminary
27 Approval Motion at least two (2) business days before the filing deadline. Defendant agrees not to
28 oppose the Motion for Preliminary Approval of the Settlement consistent with this Settlement

1 Agreement. Said motion shall apply to the Court for the entry of an order (“Preliminary Approval
2 Order”) seeking the following:

- 3 a. Conditionally certifying the Class for settlement purposes only;
- 4 b. Granting preliminary approval of the Settlement;
- 5 c. Granting approval of the PAGA Payment;
- 6 d. Preliminarily appointing Plaintiff as representative of the Class;
- 7 e. Preliminarily appointing Plaintiff’s Counsel as counsel for the Class;
- 8 f. Approving, as to form and content, the mutually-agreed upon and proposed
9 Class Notice and directing its mailing to the Class by First-Class U.S. Mail;
- 10 g. Approving the manner and method for Class Members to request exclusion
11 from the Settlement as contained herein and within the Class Notice; and
- 12 h. Scheduling a Final Approval Hearing at which the Court will determine
13 whether the Settlement should be finally approved as fair, reasonable, and adequate as to the
14 Settlement Class Members.

15 63. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement.
16 After the Response Deadline, and with the Court’s permission, a Final Approval Hearing will be
17 conducted to determine whether Final Approval of the Settlement should be granted, along with the
18 amounts properly payable for (a) Individual Settlement Payments; (b) Attorneys’ Fees and Costs;
19 (c) Incentive Payment; and (d) Settlement Administration Costs. The Final Approval Hearing will
20 not be held earlier than thirty (30) calendar days after the Response Deadline. Plaintiff and Class
21 Counsel will be responsible for drafting the motion seeking Final Approval of the Settlement. Class
22 Counsel will provide Defendant’s Counsel a draft of the Final Approval Motion at least two (2)
23 business days before the filing deadline, and Defendant agrees not to oppose the Final Approval
24 Motion consistent with this Settlement Agreement. By way of said motion, Plaintiff will apply for
25 the entry of the mutually-agreed upon proposed order and judgment (“Final Approval Order and
26 Judgment”), which will provide for, in substantial part, the following:

- 27 a. Approval of the Settlement as fair, reasonable, and adequate, and directing
28 consummation of its terms and provisions;

- 1 b. Certification of the settlement Class;
- 2 c. Approval of the application for Attorneys' Fees and Costs to Class Counsel;
- 3 d. Approval of the application for the Incentive Payment to Plaintiff;
- 4 e. Setting a date when the Settlement Administrator shall report to the Court the
- 5 completion of the distribution process and the total amount that was actually paid to the Settlement
- 6 Class Members;
- 7 f. Directing Defendant to fund all amounts due under the Settlement Agreement
- 8 and ordered by the Court, in accordance with the Settlement Agreement; and
- 9 g. Entering judgment in this Action, while maintaining continuing jurisdiction,
- 10 in conformity with California Rules of Court 3.769 and the Settlement Agreement.

11 64. Termination or Revocation of Settlement.

12 a. If ten percent (10%) or more of the Class Members submit timely and valid

13 Requests for Exclusion, Defendant may elect to rescind the Settlement. Defendant must exercise this

14 right of rescission in writing that is provided to Class Counsel within ten (10) business days after the

15 Settlement Administrator notifies the Parties of the total number of timely and valid Requests for

16 Exclusion received by the Response Deadline. If Defendant exercises this option, Defendant shall pay

17 any costs of settlement administration owed to the Settlement Administrator incurred up to that date.

18 b. If the Court finds the Maximum Settlement Amount to be insufficient to

19 warrant Preliminary Approval or Final Approval of the Settlement, Defendant may, at its election,

20 rescind the Settlement Agreement and all actions taken in furtherance of it will thereby be null and

21 void.

22 65. Effects of Termination of the Settlement. Termination of the Settlement Agreement

23 (pursuant to Paragraph 64) shall have the following effects:

24 a. The Settlement Agreement shall be void and shall have no force or effect, and

25 no Party shall be bound by any of its terms;

26 b. In the event the Settlement Agreement is terminated, Defendant shall have no

27 obligation to make any payments to any Party, Class Member, or attorney;

28 ///

1 c. The Preliminary Approval Order, Final Approval Order and Judgment,
2 including any order certifying the Class, shall be vacated;

3 d. The Settlement Agreement and all negotiations, statements, and proceedings
4 relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be
5 restored to their respective positions in the Action prior to the execution of the Settlement Agreement;

6 e. Neither this Settlement Agreement, nor any ancillary documents, actions,
7 statements, or filings in furtherance of the Settlement (including all matters associated with the
8 mediation) shall be admissible or offered into evidence in the Action or any other action for any
9 purpose whatsoever; and

10 f. Any documents generated to bring the Settlement into effect, will be null and
11 void, and any order or judgment entered by the Court in furtherance of this Settlement Agreement
12 will likewise be treated as void from the beginning,

13 66. Escalator Clause. Defendant represents there are approximately one hundred and
14 twenty (120) Class Members for the Class Period and that, based upon Defendant's records, Class
15 Members worked a total of 4,645 Workweeks during the Class Period. If it is determined that the
16 Workweeks during the Class Period exceed 4,645, Plaintiff will have the option to either increase the
17 Maximum Settlement Amount proportionally or rescind the Settlement Agreement.

18 67. Confirmatory Discovery. Defendant and its counsel shall cooperate with Plaintiff and
19 her counsel with respect to confirmatory discovery.

20 68. Continued Jurisdiction. After entry of judgment pursuant to the Settlement, the Court
21 will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and Section
22 664.6 of the California Code of Civil Procedure for purposes of addressing: (a) the interpretation
23 and enforcement of the terms of the Settlement; (b) settlement administration matters; and (c) such
24 post-judgment matters as may be appropriate under court rules or as set forth in this Settlement
25 Agreement.

26 69. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include
27 the terms set forth in any attached exhibits, which are incorporated by this reference as though fully
28 set forth herein. Any exhibits to this Settlement Agreement are an integral part of the Settlement.

1 70. Limitation on Publicity. Plaintiff and Class Counsel will not make any public
2 disclosure of the Settlement or discuss the Settlement or this Settlement Agreement with anyone
3 other than those necessary to effectuate the filing of the Motion for Preliminary Approval, until after
4 the Motion for Preliminary Approval is filed. Class Counsel will take all steps necessary to ensure
5 Plaintiff is aware of, and will encourage her to adhere to, the restriction against any public disclosure
6 of the Settlement until after the Motion for Preliminary Approval is filed. Prior to and following
7 Preliminary Approval of the Settlement, Plaintiff and Class Counsel will not have any
8 communications with any media other than to direct any media inquiries to the public records of the
9 Action on file with the Court and will not publicize the Settlement, including on social media. Class
10 Counsel will take all steps necessary to ensure Plaintiff is aware of, and will encourage her to adhere
11 to, the restriction against any media comment on the Settlement and its terms. Class Counsel further
12 agrees not to use the Settlement of the Action or any of its terms for any marketing or promotional
13 purposes. Nothing herein will restrict Class Counsel from including publicly available information
14 regarding this Settlement in future judicial submissions regarding Class Counsel's qualifications and
15 experience. Furthermore, Plaintiff and Class Counsel will undertake any and all disclosures required
16 to be made to the LWDA in conformity with PAGA. Neither Plaintiff nor Class Counsel shall engage
17 in any disparagement of any type related to this Settlement.

18 71. Entire Agreement. This Settlement Agreement and any attached exhibits constitute
19 the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral
20 agreements may be deemed binding on the Parties. The Parties expressly recognize California Civil
21 Code § 1625 and California Code of Civil Procedure § 1856(a), which provide that a written
22 agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic
23 evidence, and the Parties agree that no such extrinsic oral or written representations or terms will
24 modify, vary or contradict the terms of this Settlement Agreement.

25 72. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings
26 in the Action, including with respect to California Code of Civil Procedure section 583.310, except
27 such proceedings necessary to implement and complete the Settlement Agreement, pending the Final
28 Approval hearing to be conducted by the Court.

1 73. Waiver and Amendment. The Parties may not waive, amend, or modify any provision
2 of this Settlement Agreement except by written agreement signed by counsel for the Parties, and
3 subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement
4 Agreement will not constitute a waiver of any other provision.

5 74. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant
6 and represent they are expressly authorized by the Parties whom they represent to negotiate this
7 Settlement Agreement and to take all appropriate action required or permitted to be taken by such
8 Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other
9 documents required to effectuate the terms of this Settlement Agreement. The Parties warrant that
10 they understand and have full authority to enter into this Settlement Agreement, and further intend
11 that this Settlement Agreement will be fully enforceable and binding on all parties, and agree that it
12 will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding
13 any mediation confidentiality provisions that otherwise might apply under state or federal law.

14 75. Signatories. It is agreed that because the members of the Class are so numerous, it is
15 impossible or impractical to have each Settlement Class Member execute this Settlement Agreement.
16 The Class Notice will advise all Class Members of the binding nature of the release as to the
17 Settlement Class Members, and the release shall have the same force and effect as if this Settlement
18 Agreement were executed by each Class Member.

19 76. Binding on Successors and Assigns. This Settlement Agreement will be binding
20 upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously
21 defined.

22 77. California Law Governs. All terms of this Settlement Agreement and attached
23 exhibits hereto will be governed by and interpreted according to the laws of the State of California.

24 78. Execution and Counterparts. This Settlement Agreement is subject only to the
25 execution of all Parties. However, the Settlement Agreement may be executed in one or more
26 counterparts. All executed counterparts and each of them, including facsimile, electronic, and
27 scanned copies of the signature page, will be deemed to be one and the same instrument.

28 ///

1 79. Acknowledgment that the Settlement Is Fair and Reasonable. The Parties believe this
2 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived
3 at this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking
4 into account all relevant factors, present and potential. The Parties further acknowledge that they
5 are each represented by competent counsel and that they have had an opportunity to consult with
6 their counsel regarding the fairness and reasonableness of this Settlement Agreement. In addition,
7 the Mediator may execute a declaration supporting the Settlement and the reasonableness of the
8 Settlement and the Court may, in its discretion, contact the Mediator to discuss the Settlement and
9 whether or not the Settlement is objectively fair and reasonable.

10 80. Invalidity of Any Provision. If the Court indicates that it believes that a provision of
11 this Settlement Agreement may be invalid, the parties will attempt to amend the provision so that it
12 is consistent with the material terms of the Settlement Agreement and also valid and enforceable
13 under applicable precedents so as to define all provisions of this Settlement Agreement valid and
14 enforceable.

15 81. Plaintiff's Waiver of Right to Be Excluded. Plaintiff agrees to sign this Settlement
16 Agreement and, by signing this Settlement Agreement, is hereby bound by the terms herein.

17 82. Non-Admission of Liability. The Parties enter into this Settlement Agreement to
18 resolve the dispute that has arisen between them and to avoid the burden, expense and risk of
19 continued litigation. In entering into this Settlement Agreement, Defendant does not admit, and
20 specifically denies, that it has violated any state, federal, or local law; violated any regulations or
21 guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal
22 requirements; breached any contract; violated or breached any duty; engaged in any
23 misrepresentation or deception; or engaged in any other unlawful conduct with respect to its
24 employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the
25 negotiations connected with it, shall be construed as an admission or concession by Defendant of
26 any such violations or failures to comply with any applicable law. Except as necessary in a
27 proceeding to enforce the terms of this Settlement Agreement, this Settlement Agreement and its
28 terms and provisions shall not be offered or received as evidence in any action or proceeding to

1 establish any liability or admission on the part of Defendant or to establish the existence of any
2 condition constituting a violation of, or a non-compliance with state, federal, local or other
3 applicable law.

4 83. Captions. The captions and paragraph numbers in this Settlement Agreement are
5 inserted for the reader's convenience, and in no way define, limit, construe or describe the scope or
6 intent of the provisions of this Settlement Agreement.

7 84. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms
8 and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be
9 construed more strictly against one party than another merely by virtue of the fact that it may have
10 been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length
11 negotiations between the Parties, all Parties have contributed equally to the preparation of this
12 Settlement Agreement.

13 85. Representation by Counsel. The Parties acknowledge that they have been represented
14 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement,
15 and that this Settlement Agreement has been executed with the consent and advice of counsel, and
16 reviewed in full. Further, Plaintiff and Class Counsel warrant and represent that there are no liens
17 on the Settlement Agreement.

18 86. All Terms Subject to Final Court Approval. All amounts and procedures described
19 in this Settlement Agreement herein will be subject to final Court approval.

20 87. Notices. All notices, demands, and other communications to be provided concerning
21 this Settlement Agreement shall be in writing and delivered by overnight mail at the addresses set
22 for below, or such other addresses as either Party may designate in writing from time to time:

23
24 To Plaintiff and Class Counsel:

25 Edwin Aiwarzian, Esq.
26 **LAWYERS for JUSTICE, PC**
27 410 West Arden Avenue, Suite 203
28 Glendale, California 91203

To Defendant:

Linda M. Moroney, Esq.
Natalie B. Fujikawa, Esq.
GORDON REES SCULLY MANSUKHANI, LLP
275 Battery Street, Suite 2000
San Francisco, California 94111

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1 88. Final Judgment. The Parties shall provide the Settlement Administrator with a copy
2 of the Final Judgment once it is entered by the Court, and the Settlement Administrator shall post
3 the Final Judgment on its website within three (3) business days of receipt. No individualized notice
4 to the Class will be required.

5 89. Cooperation and Execution of Necessary Documents. All Parties and their counsel
6 will cooperate with each other in good faith and use their best efforts to implement the Settlement,
7 including and not limited to, executing all documents to the extent reasonably necessary to effectuate
8 the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or
9 content of any document needed to implement the Settlement Agreement, or on any supplemental
10 provisions that may become necessary to effectuate the terms of this Settlement Agreement, the
11 Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

12 **IN WITNESS WHEREOF**, the Parties hereto knowingly and voluntarily executed this Joint
13 Stipulation of Class Action and PAGA Settlement and Release between Plaintiff and Defendant:
14

15 **IT IS SO AGREED:**

16
17 Dated: 05/16/2021, 2022

Electronically Signed 2022-05-16 23:55:18 UTC - 96.86.152.193
Nintex AssureSign® b0f6961b-b90c-4cf3-bb1c-ae9701801684

Plaintiff Courtney Reese

18
19 Dated: 5-2-22, 2022

Chuck Imerson, CEO
On Behalf of Defendant Asian Box Palo Alto, LLC

21 **APPROVED AS TO FORM:**

22
23 Dated: 05/16/2022, 2022

Edwin Aiwazian
Lawyers for Justice, PC
Attorneys for Plaintiff

24
25
26 Dated: May 2, 2022

Linda M. Moroney
Natalie B. Fujikawa
Gordon Rees Scully Mansukhani, LLP
Attorneys for Defendant

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

***Courtney Reese v. Asian Box Palo Alto, LLC* Superior Court of California for the County of Santa Clara, Case No. 19CV346589**

You have received this Notice because Defendant's records indicate that you are a current or former hourly-paid or non-exempt employee who worked for Defendant's restaurant location in Mountain View, California at any time from April 18, 2015 through February 2, 2021.

You do not need to take any action to receive a settlement payment and, unless you request to be excluded from the Settlement, your legal rights may be affected.

This Notice is designed to advise you of your rights and options, and how you can request to be excluded from or object to the Settlement, if you so choose.

PLEASE READ THIS NOTICE CAREFULLY. This notice relates to a proposed settlement of a class action lawsuit. It contains important information about your right to object to or not be included in the Settlement.

By order of the Superior Court of California for the County of Santa Clara (the "Court" or "Santa Clara County Superior Court"), in the case of *Courtney Reese v. Asian Box Palo Alto, LLC*, Santa Clara County Superior Court Case No. 19CV346589 (the "Action") preliminary approval of a proposed class action settlement was granted on [preliminary approval date]. A hearing shall be held on [hearing date] ("Final Approval Hearing") to determine whether final approval of the Settlement should be granted.

YOU ARE NOTIFIED THAT: A proposed class action settlement has been reached between Plaintiff Courtney Reese ("Plaintiff") and Defendant Asian Box Palo Alto, LLC ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties") in the Action, which may affect your legal rights. By resolving this case, there has been no admission of liability, fault or wrongdoing whatsoever. Instead, the parties wished to resolve this matter to avoid further litigation and the costs and risks to all Parties associated with proceeding with the case.

I. DEFINITIONS

"Class" means all current and former hourly-paid or non-exempt employees who worked for Defendant's restaurant location in Mountain View, California at any time during the period from April 18, 2015 through February 2, 2021.

"Class Period" means the period from April 18, 2015 through February 2, 2021.

"Class Member" means an individual who falls within the definition of the Class.

II. BACKGROUND OF THE LAWSUIT

The Action was commenced when Plaintiff filed a Class Action Complaint for Damages on April 18, 2019, in the Santa Clara County Superior Court. On September 29, 2021, Named Plaintiff filed the First Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act ("PAGA"), California Labor Code § 2698, Et Seq. ("First Amended Complaint" or "Operative Complaint") in the Action. Together, the Class Action Complaint for Damages and the First Amended Complaint are referred to as the "Complaint."

Plaintiff alleges that Defendant failed to properly pay minimum and overtime wages, failed to provide compliant meal breaks and associated premiums, failed to provide compliant rest breaks and associated premiums, failed to timely pay wages during employment and upon termination of employment and associated waiting-time penalties, failed to provide compliant wage statements, failed to maintain payroll records, failed to reimburse business expenses, and thereby, engaged in unfair business practices under the California Business and Professions Code section 17200, *et seq.* and conduct giving rise to civil penalties recoverable under the Private Attorneys General Act, California Labor Code section 2698, *et seq.* ("PAGA"), with respect to Plaintiff and other putative class members. Plaintiff seeks, among other things, recovery of unpaid wages and premiums, restitution, penalties, interest, attorneys' fees, and costs.

Defendant has denied and continues to deny all of the allegations in the Complaint or that they violated any law, and contends that at all times they have complied with the law.

The Parties participated in a full-day mediation with a respected class action mediator, and as a result of the mediation, the Parties reached a settlement. The Parties have since entered into the Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement” or “Settlement Agreement”), which was preliminarily approved by the Court on [preliminary approval date]. The Court has preliminarily appointed Plaintiff as representative of the Class (“Class Representative”), and has preliminarily appointed the following Plaintiff’s counsel as counsel for the Class (“Class Counsel”):

Lawyers for Justice, PC
Edwin Aiwazian
Arby Aiwazian
Joanna Ghosh
Yasmin Hosseini
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

If you are a Class Member, **you do not need to take any action to receive a settlement payment**, but you have the opportunity to request exclusion or object to the Settlement if you so choose, as explained more fully in Section IV below.

The Settlement represents a compromise and settlement of highly disputed claims. **Nothing in the Settlement is intended or will be construed as an admission by the Defendant that the claims in the Complaint have merit or that Defendant has any liability to the Plaintiff or to the Class Members.** Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is appropriate. Plaintiff and Class Counsel have concluded that the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Breakdown of the Settlement

The maximum settlement consideration to be paid by Defendant is Three Hundred Thousand Dollars (\$300,000) (the “Maximum Settlement Amount”). The amount of \$50,000 of the Maximum Settlement Amount has been allocated toward penalties under PAGA (“PAGA Payment”), of which \$37,500 will be made to the Labor and Workforce Development Agency (“LWDA Payment”) and \$12,500 will remain as part of the Net Settlement Amount for distribution to the Settlement Class Members.

The portion of the Maximum Settlement Amount that is available for payment to Class Members who do not submit timely and valid Requests for Exclusion (“Settlement Class Members”) is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Maximum Settlement Amount less the following payments which are subject to approval by the Court: (1) payment of attorneys’ fees to Class Counsel in an amount not to exceed one-third (1/3) of the Maximum Settlement Amount (i.e., not to exceed \$100,000) (“Attorneys’ Fees”) and reimbursement of actual litigation costs and expenses to Class Counsel in an amount not to exceed \$25,000 (“Litigation Costs and Expenses”); (2) payment in the amount of \$8,000 to Plaintiff for her services in the Action (“Incentive Payment”); (3) payment to the Labor and Workforce Development Agency in the amount of \$37,500 (“LWDA Payment”); and (4) payment to Phoenix Settlement Administrators (the “Settlement Administrator”) for costs and expenses of administration of the Settlement in an amount that is currently estimated not to exceed \$8,000 (“Settlement Administration Costs”).

Class Members are eligible to receive a share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks, or fraction thereof, a Class Member worked at Defendant’s restaurant location in Mountain View, California, in an hourly-paid or non-exempt position during the Class Period, as reflected in Defendant’s records (“Workweeks”). The Settlement Administrator will determine each Class Member’s individual Workweeks.

To determine your estimated Individual Settlement Share, the Settlement Administrator divided the Net Settlement Amount by the total number of Workweeks for all Class Members to yield the “Estimated Workweek Value,” and then multiplied your individual Workweeks by the Estimated Workweek Value.

Each Individual Settlement Share will be allocated as follows: one-third (1/3) as wages (to be reported on an IRS Form W2) and two-thirds (2/3) as penalties, interest, and non-wage damages (to be reported on an IRS Form 1099, if required). Settlement Class Members will be issued payment of their Individual Settlement Share after reduction for the applicable

employee-side payroll taxes, contributions, and withholdings with respect to the wages portion of the Individual Settlement Shares. The employer's share of taxes and withholdings on the wages portion of Individual Settlement Shares will be paid by Defendant separately and in addition to the Maximum Settlement Amount. The net payment of an Individual Settlement Share after reduction for the employee's share of taxes and withholdings is referred to as the "Individual Settlement Payment."

If the Court grants final approval of Settlement, following the Effective Date (as defined in the Settlement), Defendant will fund the Settlement by way of two (2) installments:

- Within thirty (30) calendar days of the Effective Date, Defendant will make a deposit of one-half (1/2) of the Maximum Settlement Amount (i.e., One Hundred Fifty Thousand Dollars (\$150,000)) into a qualified settlement account to be established by the Settlement Administrator (the "First Payment");
- Within six (6) months of the First Payment, Defendant will make a second deposit for the remaining one-half (1/2) of the Maximum Settlement Amount (i.e., One Hundred Fifty Thousand Dollars (\$150,000)) into the qualified settlement account established by the Settlement Administrator ("Second Payment").

The timing of these distributions will depend on the date of Final Approval of the Settlement and the date on which Defendant funds the installments.

The Settlement Administrator will proportionally withhold and remit the employee and employer taxes from each Individual Settlement Share distribution to be made. If a Settlement Class Member fails to cash or deposit his or her check that is issued to him or her within 180 calendar days of issuance, then, that check will be cancelled and the funds associated with that cancelled check will be transmitted to Legal Services of Northern California, in conformity with the requirements of California Code of Civil Procedure section 384.

Individual Settlement Payment checks will be mailed to Settlement Class Members at the address that is on file with the Settlement Administrator. **If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must make sure to provide your correct mailing address to the Settlement Administrator in a timely fashion, to ensure receipt of payment.**

B. Your Workweeks Based on Defendant's Records

The Workweeks of each Class Member were calculated based on Defendant's records. According to Defendant's records:

Between April 18, 2015 through February 2, 2021, you worked for Defendant's restaurant location in Mountain View, California as an hourly-paid or non-exempt employee for [REDACTED] Workweeks.

If you wish to dispute the Workweeks credited to you, you must timely submit a fully completed and signed written dispute ("Workweeks Dispute") to the Settlement Administrator, postmarked or confirmed received by the Settlement Administrator **on or before [Response Deadline]**, at the address listed in Section IV.B below. The Workweeks Dispute must: (a) contain the case name and number of the Action (*Courtney Reese v. Asian Box Palo Alto, LLC*, Santa Clara County Superior Court, Case No. 19CV346589); (b) be signed by you; (c) contain your full name, telephone number, mailing address, and the last four digits of your Social Security Number; (d) clearly state that the number of Workweeks credited to you is incorrect and what you contend is the correct number to be credited to you; (e) include information and/or attached documentation demonstrating that the number of Workweeks that you contend to be credited to you is correct; and (f) be returned by fax or mail to the Settlement Administrator at the specified address and/or facsimile number, postmarked or faxed on or before the Response Deadline.

C. Your Estimated Individual Settlement Share

As explained above, your estimated Individual Settlement Share is based on the number of Workweeks credited to you above, based on Defendant's records. Based on your Workweeks:

Your Individual Settlement Share is estimated to be \$ [REDACTED]. It is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share.

Your Individual Settlement Share reflected on this Notice is only an estimate. Your actual Individual Settlement Share may be higher or lower than estimated. Your Individual Settlement Payment will only be distributed if the Court approves the Settlement and after the Settlement goes into effect. The settlement approval process may take multiple months.

D. Released Claims

Upon the Effective Date, Plaintiff and all Class Members who have not submitted a timely and valid Request for Exclusion (i.e., Settlement Class Members) will fully, finally, and forever release, settle, compromise, relinquish, and discharge any and all of the Released Parties of and from any and all Released Claims.

"Released Parties" means Defendant and Defendant's affiliates, parents, and each of their company-sponsored employee benefit plans, and their respective successors and predecessors in interest, all of their respective officers, directors, employees, administrators, fiduciaries, trustees and agents, and each of their past, present and future officers, directors, shareholders, employees, agents, principals, heirs, representatives, attorneys, accountants.

"Released Claims" means all claims, charges, complaints, liens, demands, causes of action, obligations, damages and liabilities, known or suspected, that each Settlement Class Member had, now has, or may hereafter claim to have against the Released Parties, arising from work at Defendant's restaurant location in Mountain View, California, during the Class Period, that were alleged or could have been alleged based on the factual allegations in the Operative Complaint. The Released Claims specifically include, but are not limited to: Unpaid Overtime Wages (Lab. Code §§ 510 and 1198); Meal Period Violations (Lab. Code §§ 226.7 and 512); Rest Period Violations (Lab. Code § 226.7); Unpaid Minimum Wages (Lab. Code §§ 1194, 1197 and 1197.1); Failure to Timely Pay Final Wages (Lab. Code §§ 201 and 202); Failure to Timely Pay Wages During Employment (Lab. Code § 204); Non-Compliant Wage Statements (Lab. Code § 226); Failure to Maintain Payroll Records (Lab. Code § 1174); Failure to Reimburse Business Expenses (Lab. Code §§ 2800 and 2802); Unfair Business Practices (Bus. & Prof. Code §§ 17200, et seq.); and Private Attorneys General Act of 2004 (California Labor Code § 2698, et seq.). This release shall not apply to claims for workers' compensation benefits, unemployment insurance benefits, pension or retirement benefits, or any other claim or right that as a matter of law cannot be waived or released.

E. Attorneys' Fees and Costs to Class Counsel

Class Counsel will seek Attorneys' Fees in an amount of up to one-third (1/3) of the Maximum Settlement Amount (i.e., \$100,000) and Litigation Costs and Expenses in an amount of up to twenty-five thousand dollars (\$25,000), subject to approval by the Court. All Attorneys' Fees and Litigation Costs and Expenses (together, "Attorneys' Fees and Costs") awarded by the Court will be paid from the Maximum Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff and Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Incentive Payment to Plaintiff

Plaintiff Courtney Reese will seek the amount of eight thousand dollars \$8,000 ("Incentive Payment"), in recognition of her services in connection with the case. The Incentive Payment will be paid from the Maximum Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to her Individual Settlement Payment that she is entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator, Phoenix Settlement Administrators, is estimated to be eight thousand dollars (\$8,000) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion and Workweeks Disputes, calculating Individual Settlement Shares, and distributing payments and tax forms under the Settlement, and shall be paid from the Maximum Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to receive money from the Settlement, you do not have to do anything. You will automatically be included in the Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Settlement. Unless you elect to exclude yourself from the Settlement, you will be bound by the terms of the Settlement and any judgment that may be entered by the Court based thereon, and you will be deemed to have released the Released Parties for the Released Claims described in Section III.D above.

As a Class Member, you will not be separately responsible for the payment of attorney’s fees or reimbursement of litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney’s fees and expenses.

B. Request Exclusion from the Settlement

If you do not wish to participate in the Settlement, you may seek exclusion from the Settlement by submitting a written request (“Request for Exclusion”) to the Settlement Administrator.

A Request for Exclusion must: (a) contain the case name and number of the Action (*Courtney Reese v. Asian Box Palo Alto, LLC*, Santa Clara County Superior Court, Case No. 19CV346589); (b) be signed by you; (c) contain your full name, mailing address, telephone number, and the last four digits of your Social Security Number; (d) clearly state that you do not wish to be included in the Settlement; and (e) be returned by fax or mail to the Settlement Administrator at the specified address and/or facsimile number, postmarked or faxed **on or before [Response Deadline]**, at the following address:

[Settlement Administrator]

[Mailing Address]

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be entitled to receive any payment from the Settlement, will not be bound by the Settlement (and the release of Released Claims stated in Section III.D above), and will not have any right to object to, appeal, or comment on the Settlement. Any Class Members who do not submit a valid and timely Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of Released Claims stated in Section III.D above, as well as the contemplated judgment to be entered by the Court, if the Court grants final approval of the Settlement.

C. Object to the Settlement

You can object to the terms of the Settlement as long as you have not submitted a Request for Exclusion, by submitting a written objection (“Notice of Objection”) to the Settlement Administrator or presenting your objection at the Final Approval Hearing.

A Notice of Objection must: (a) contain the case name and number of the Action (*Courtney Reese v. Asian Box Palo Alto, LLC*, Santa Clara County Superior Court, Case No. 19CV346589); (b) be signed by you; (c) contain your full name, telephone number, and mailing address; (d) clearly state all grounds for the objection accompanied by any legal support for such objection; (e) attach copies of any papers, briefs, or other documents upon which the objection is based; and (f) be returned by mail to the Settlement Administrator at the address listed in Section IV.B. above, **on or before [Response Deadline]**.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 1 of the Santa Clara County Superior Court, Downtown

Superior Courthouse, 191 North First Street, San Jose, California, 95113 on [date], at [time], to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Attorneys' Fees and Costs to Class Counsel, Incentive Payment to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

The hearing may be continued without further notice to the Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to regardless of whether you submitted a Notice of Objection.

Personal appearances and telephonic appearances are an option. You can find information regarding the Court's most current COVID-19 guidelines online at: https://www.scscourt.org/general_info/news_media/covid19.shtml. You can find information regarding appearing remotely online at: <https://portal.scscourt.org/remotehearing>. Please note that there may be deadlines to reserve a remote appearance and fees or charges may apply.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

You may view the Settlement Agreement and other documents filed in the Action by using the kiosks located at the Downtown Superior Courthouse, 191 North First Street, San Jose, California, 95113, during regular business hours of each court day. You can also access documents filed in the Action, to the extent they have been imaged for online access, as well as basic information regarding hearing dates and filings in the Action by looking the case up on the Case Information Portal of the Court's website (<https://portal.scscourt.org>). Fees may apply for accessing and/or obtaining copies of documents from the Court in person or online. To look up and access documents and information on the Court's systems, you will need to use the case number.

Please note, due to the COVID-19 pandemic, there may be limitations on access to court facilities. Please visit the following link for the Court's most current social distancing procedures and information regarding accessing court facilities: https://www.scscourt.org/general_info/news_media/covid19.shtml.

PLEASE DO NOT TELEPHONE THE COURT, THE OFFICE OF THE CLERK, OR COUNSEL FOR DEFENDANT FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.