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behalf of himself and all others similarly situated
and aggrieved

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES- SPRING STREET COURTHOUSE

ANTHONY TURNER SR., on behalf of
himself and all others similarly situated and
aggrieved,

Plaintiff,

v.

THE SIDEWALK CAFÉ, INC.; and DOES 1
through 100, inclusive,

Defendants.

CASE NO.: 21STCV10154

[Assigned for all purposes to the Hon.
William F. Highberger in Dept. 10]

CLASS ACTION

**JOINT STIPULATION RE: CLASS
ACTION AND REPRESENTATIVE
ACTION SETTLEMENT**

Action Filed: March 15, 2021

Trial Date: None Set

1 This Joint Stipulation re: Class Action and Representative Action Settlement
2 (“Settlement” or “Agreement” or “Settlement Agreement”) is made by and between plaintiff
3 Anthony Turner Sr., (“Plaintiff”) individually and on behalf of the Settlement Class, on the one
4 hand; and defendant The Sidewalk Café, Inc. (“Sidewalk” or “Defendant”), on the other hand, in
5 the lawsuit entitled *Anthony Turner Sr. v. The Sidewalk Café, Inc., et al.*, filed in Los Angeles
6 County Superior Court, Case No. 21STCV10154 (the “Class Action”) and the lawsuit entitled
7 *Anthony Turner Sr. v. The Sidewalk Café, Inc. et al.*, filed in the Los Angeles Superior Court,
8 Case No. 21STCV18829 (the “PAGA Action”). Plaintiff and Defendant shall be, at times,
9 collectively referred to as the “Parties.” This Agreement is intended by the Parties to fully,
10 finally, and forever resolve the claims as set forth herein, based upon and subject to the terms
11 and conditions of this Agreement.

12 **1. DEFINITIONS**

13 **A. “Action”** means, collectively, *Anthony Turner Sr. v. The Sidewalk Café, Inc., et*
14 *al.* filed in the Superior Court of the State of California for the County of Los Angeles, Case No.
15 21STCV10154 and *Anthony Turner Sr. v. The Sidewalk Café, Inc., et al.* filed in the Superior
16 Court of the State of California for the County of Los Angeles, Case No. 21STCV18829.

17 **B. “Aggrieved Employees”** means Class Members working for Defendant during
18 the PAGA Period as non-exempt, hourly-paid employees.

19 **C. “Class Action”** means *Anthony Turner Sr. v. The Sidewalk Café, Inc. et al.*, filed
20 in the Los Angeles County Superior Court of California, Case No. 21STCV10154.

21 **D. “Class Counsel”** means: David D. Bibiyan and Jeffrey D. Klein of Bibiyan Law
22 Group, P.C. The term “Class Counsel” shall be used synonymously with the term “Plaintiff’s
23 Counsel.”

24 **E. “Class Period”** means the period from March 15, 2017 through March 15, 2022.

25 **F. “Court”** means the Superior Court of the State of California for the County of
26 Los Angeles.

27 **G. “Final Approval Date”** means the later of: (1) the date the Court signs an Order
28 granting final approval of this Settlement (“Final Approval”) and Judgment; (2) if there is an

objector, 60 days from the date the Final Approval and Judgment; or (3) to the extent any appeals have been filed, the date on which they have been resolved or exhausted.

H. “Defendant” means The Sidewalk Café, Inc.

I. “Employer Taxes” means employer-funded taxes and contributions imposed on the wage portions of the Individual Settlement Payments under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, and any similar state and federal taxes and contributions required of employers, such as for unemployment insurance.

J. “General Release” means the broader release of claims by Plaintiff, which is in addition to Plaintiff’s limited release of claims as a Participating Class Member.

K. “Gross Settlement Amount” means a non-reversionary fund in the sum of Three Hundred Fifty Thousand Dollars and Zero Cents (\$350,000.00),¹ which shall be paid by Defendant, from which all payments for the Individual Settlement Payments to Participating Class Members, the Court-approved amounts for attorneys’ fees and reimbursement of litigation costs and expenses to Class Counsel, Settlement Administration Costs, the Service Award, the PAGA Payment, and the LWDA Payment shall be paid. It expressly excludes Employer Taxes, which shall be paid by Defendant separate, apart, and in addition to the Gross Settlement Amount.

L. “Individual PAGA Payment” means a payment made to an Aggrieved Employee for his or her share of the PAGA Payment, which may be in addition to his or her Individual Settlement Share if he or she is also a Participating Class Member.

M. “Individual Settlement Payment” means a payment to a Participating Class Member of his or her net share of the Net Settlement Amount.

N. “Individual Settlement Share” means the gross amount of the Net Settlement Amount that a Settlement Class Member is eligible to receive based on the number of Workweeks that he or she worked as a Settlement Class Member during the Class Period if he or she does not submit a timely and valid Request for Exclusion.

O. “LWDA Payment” means the payment to the State of California Labor and Workforce Development Agency (“LWDA”) for its seventy-five percent (75%) share of the total

¹ As the same may be increased in accordance with Paragraph 17, below.

1 amount allocated toward penalties under the PAGA all of which is to be paid from the Gross
2 Settlement Amount. The Parties have agreed that Thirty Thousand Dollars and Zero Cents
3 (\$30,000.00) shall be allocated toward PAGA penalties, of which Twenty-Two Thousand, Five
4 Hundred Dollars and Zero Cents (\$22,500.00) will be paid to the LWDA (*i.e.*, the LWDA
5 Payment) and Seven Thousand, Five Hundred Dollars and Zero Cents (\$7,500.00) will be paid
6 to Aggrieved Employees on a *pro rata* basis based on the Workweeks worked in the PAGA
7 Period (*i.e.* the PAGA Payment).

8 **P. “Net Settlement Amount”** means the portion of the Gross Settlement Amount
9 that is available for distribution to the Participating Class Members after deductions for the Court-
10 approved allocations for Settlement Administration Costs, a Service Award to Plaintiff, an award
11 of attorneys’ fees, reimbursement of litigation costs and expenses to Class Counsel, the LWDA
12 Payment, and the PAGA Payment.

13 **Q. “Operative Complaint” or “Complaint”** means the First Amended Complaint
14 to be filed with the Court in the Class Action.

15 **R. “PAGA Action”** means *Anthony Turner Sr. v. The Sidewalk Café, Inc.* filed in
16 the Los Angeles County Superior Court of California, Case No. 21STCV18829.

17 **S. “PAGA Payment** is the is the 25% portion of the Thirty Thousand Dollars and
18 Zero Cents (\$30,000.00) that is allocated toward PAGA penalties (*i.e.*, \$7,500.00) that will be
19 paid to Aggrieved Employees on a *pro rata* basis based on the Workweeks worked in the PAGA
20 Period, which would be in addition to their Individual Settlement Share if they are Participating
21 Class Members, as well.

22 **T. “PAGA Period”** means the period from March 15, 2020 through March 15, 2022.

23 **U. “Participating Class Members”** means all Settlement Class Members who do
24 not submit a timely and valid Request for Exclusion.

25 **V. “Participating Individual Settlement Share”** means the gross amount of the Net
26 Settlement Amount that a Participating Class Member is eligible to receive based on the number
27 of Workweeks that he or she worked as a Settlement Class Member during the Class Period once
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all opt-outs have been factored in, excluding any Individual PAGA Payment to which he or she may be entitled if he or she is also an Aggrieved Employee.

W. “Plaintiff”, “Named Plaintiff” or “Class Representative” shall refer to Plaintiff Anthony Turner Sr.

X. “Preliminary Approval Date” means the date on which the Court enters an Order granting preliminary approval of the Settlement.

Y. “Released Parties” shall mean Defendant and each of its past, present, and future respective subsidiaries, dba’s, affiliates, parents, divisions, insurers and reinsurers, assigns, joint venturers, and company-sponsored employee benefit plans of any nature and their successors and predecessors in interest, including all of their officers, members, managers, partners, investors, lenders, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, attorneys, administrators, fiduciaries, trustees, and agents.

Z. “Response Deadline” means the deadline for Settlement Class Members to mail any Requests for Exclusion, Objections, or Workweek Disputes to the Settlement Administrator, which is forty-five (45) calendar days from the date that the Class Notice is first mailed in English and Spanish by the Settlement Administrator, unless a Class Member’s notice is re-mailed. In such an instance, the Response Deadline shall be fifteen (15) calendar days from the re-mailing, or forty-five (45) calendar days from the date of the initial mailing, whichever is later, in which to postmark a Request for Exclusion, Workweek Dispute or Objection. The date of the postmark shall be the exclusive means for determining whether a Request for Exclusion, Objection, or Workweek Dispute was submitted by the Response Deadline.

AA. “Request for Exclusion” means a written request to be excluded from the Settlement Class pursuant to Paragraph 9(C) below.

BB. “Service Award” means monetary amounts to be paid to Plaintiff of up to Seven Thousand, Five Hundred Dollars and Zero Cents (\$7,500.00), which subject to Court approval, will be paid out of the Gross Settlement Amount.

CC. “Settlement Administration Costs” means all costs incurred by the Settlement Administrator in administration of the Settlement, including, but not limited to, translating the

1 Class Notice to Spanish, the distribution of the Class Notice to the Settlement Class in English
2 and Spanish, calculating Individual Settlement Shares, Individual Settlement Payments,
3 Individual PAGA Payments, and Participating Individual Settlement Shares, as well as associated
4 taxes and withholdings, providing declarations, generating Individual Settlement Payment
5 checks and related tax reporting forms, doing administrative work related to unclaimed checks,
6 transmitting payment to Class Counsel for the Court-approved amounts for attorneys' fees and
7 reimbursement of litigation costs and expenses, to Plaintiff for his Service Award, and to the
8 LWDA for the LWDA Payment, providing weekly reports of opt-outs, objections and related
9 information, and any other actions of the Settlement Administrator as set forth in this Agreement,
10 all pursuant to the terms of this Agreement. The Settlement Administration Costs are estimated
11 not to exceed \$7,750.00. If the actual amount of the Settlement Administration Costs is less than
12 \$7,750.00, the difference between \$7,750.00 and the actual Settlement Administration Costs
13 shall be a part of the Net Settlement Amount. If the Settlement Administration Costs exceed
14 \$7,750.00 then such excess will be paid solely from the Gross Settlement Amount and Defendant
15 will not be responsible for paying any additional funds in order to pay these additional costs.

16 **DD. "Settlement Administrator"** means the Third-Party Administrator mutually
17 agreed upon by the Parties that will be responsible for the administration of the Settlement
18 including, without limitation, translating the Class Notice in Spanish, the distribution of the
19 Individual Settlement Payments to be made by Defendant from the Gross Settlement Amount
20 and related matters under this Agreement.

21 **EE. "Settlement Class" or "Settlement Class Members" or "Class Members"**
22 means all current and former non-exempt, hourly-paid employees who worked in California for
23 Defendant at any time during the Class Period.

24 **FF. "Workweeks"** means the number of weeks that a Class Member was employed
25 by and worked for the Defendant in a non-exempt, hourly-paid position during the Class Period
26 in California, based on hire dates, re-hire dates, and termination dates and excluding any weeks
27 in which s/he did not work.

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1 **2. BACKGROUND**

2 **A.** On March 15, 2021, Plaintiff filed a putative wage-and-hour class action in the
3 Los Angeles County Superior Court, Case No. 21STCV0154 alleging that, during the Class
4 Period, Defendant, as it pertains to Class Members: (1) failed to pay overtime wages; (2) failed
5 to pay minimum wages; (3) failed to provide meal periods or compensation in lieu thereof; (4)
6 failed to provide rest periods, or compensation in lieu thereof; (5) failed to timely pay all wages
7 due at the time of termination or resignation; (6) failed to provide accurate wage statements; (7)
8 failed to reimburse employees for business expenses; and (8) unfair competition (the “Class
9 Action”).

10 **B.** Also on March 15, 2021, Plaintiff filed with the LWDA and served on Defendant
11 a notice under Labor Code section 2699.3 stating he intended to serve as a proxy of the LWDA
12 to recover civil penalties for Aggrieved Employees for various Labor Code violations (“PAGA
13 Notice”).

14 **C.** On May 19, 2021, after sixty-five (65) days had passed without any action by the
15 LWDA with respect to the alleged labor code violation, Plaintiff filed a separate representative
16 action seeking PAGA civil penalties under Labor Code sections 210, 226.3, 558, 1174.5, 1197.1
17 and 2699 (“PAGA Action”).

18 **D.** Shortly thereafter, the Parties agreed to exchange informal discovery and attend
19 an early mediation, in which Plaintiff was provided with, among other things: (1) a sampling of
20 time and payroll records for an estimated 37 of 185 Class Members (*i.e.* 20%); (2) data points of
21 the Settlement Class that include the number of Class Members and Workweeks in the Class
22 Period, Aggrieved Employees and pay periods in the PAGA Period, Class Members eligible for
23 waiting time penalties, Class Members eligible for wage statement violations, and Class
24 Members’ average rates of pay, as well as the number of hours worked and pay periods in the
25 applicable statutory periods.

26 **E.** On January 12, 2022 the Parties participated in a full-day mediation before Gig
27 Kyriacou, Esquire, a well-regarded mediator experienced in mediating complex labor and
28 employment matters. With the aid of the mediator’s evaluation, the Parties reached the

1 Settlement to resolve the Action.

2 **F.** Class Counsel has conducted significant investigation of the law and facts relating
3 to the claims asserted in the Action and the PAGA Notice, and have concluded that that the
4 Settlement set forth herein is fair, reasonable, adequate, and in the best interests of the Settlement
5 Class, taking into account the sharply contested issues involved, the expense and time necessary
6 to litigate the Action through trial and any appeals, the risks and costs of further litigation of the
7 Action, the risk of an adverse outcome, the uncertainties of complex litigation, the information
8 learned through informal discovery regarding Plaintiff's allegations, and the substantial benefits
9 to be received by Class Members. As part of the Agreement, Plaintiff agrees to file a First
10 Amended Complaint in the Class Action effectively consolidating it with the PAGA Action, as
11 further set out below.

12 **G.** Defendant has concluded that, because of the substantial expense of defending
13 against the Action, the length of time necessary to resolve the issues presented herein, the
14 inconvenience involved, and the concomitant disruption to its business operations, it is in its best
15 interest to accept the terms of this Agreement. Defendant denies each of the allegations and
16 claims asserted against it in the Action and the PAGA Notice. However, Defendant nevertheless
17 desires to settle the Action for the purpose of avoiding the burden, expense and uncertainty of
18 continuing litigation and for the purpose of putting to rest the controversies engendered by the
19 Action.

20 **H.** This Agreement is intended to and does effectuate the full, final, and complete
21 resolution of all Class Released Claims of Plaintiff and Participating Class Members, and all
22 PAGA Released Claims of Plaintiff and, to the extent permitted by law, of the State of California
23 and Aggrieved Employees.

24 **3. JURISDICTION**

25 The Court has jurisdiction over the Parties and the subject matter of the Action. The
26 Action includes claims that, if proven, would authorize the Court to grant relief pursuant to the
27 applicable statutes. After the Court has granted Final Approval of the Settlement and entered
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1 judgment, the Court shall retain jurisdiction over the Parties to enforce the terms of the judgment
2 pursuant to California Rule of Court, rule 3.769, subdivision (h).

3 **4. STIPULATION OF CLASS CERTIFICATION**

4 The Parties stipulate to the certification of the Settlement Class under this Agreement for
5 purposes of settlement only.

6 **5. STIPULATION TO FILE FIRST AMENDED COMPLAINT AND**
7 **MOTIONS FOR APPROVAL OF SETTLEMENT**

8 The Parties stipulate to the filing of a First Amended Complaint in the Class Action that
9 includes all of the allegations in the PAGA Action, thereby effectively consolidating all
10 allegations in the PAGA Action into the Class Action. If and when the First Amended Complaint
11 is filed, Plaintiff will dismiss the PAGA Action without prejudice.

12 Shortly thereafter, Plaintiff will move for an order granting preliminary approval of the
13 Settlement, approving and directing the mailing of the proposed Notice of Class Action
14 Settlement (“Class Notice”) attached hereto as **Exhibit “A”**, conditionally certifying the
15 Settlement Class for settlement purposes only, and approving the deadlines proposed by the
16 Parties for the submission of Requests for Exclusion, Workweek Disputes, and Objections. If
17 and when the Court preliminarily approves the Settlement, and after administration of the Class
18 Notice in a manner consistent with the Court’s Preliminary Approval Order, Plaintiff will move
19 for an order finally approving the Settlement and seek entry of a Judgment in line with this
20 Settlement. The Parties may both respond to any Objections lodged to final approval of the
21 Settlement up to five (5) court days before the Final Approval Hearing.

22 The Parties hereby expressly agree that whether or not the Court finally approves the
23 Settlement, Plaintiff’s allegations from the PAGA Action, effectively consolidated into the Class
24 Action, will related back to the date on which Plaintiff filed the PAGA Action, and Defendant
25 will be estopped from making any argument that there is any adverse effect on the statute of
26 limitations caused by Plaintiff’s dismissal of the PAGA Action without prejudice to effectuate
27 this consolidation.

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1 **6. STATEMENT OF NO ADMISSION**

2 Defendant denies any wrongdoing of any sort and further deny any liability to Plaintiff
3 and the Settlement Class with respect to any claims or allegations asserted in the Action and the
4 PAGA Notice. This Agreement shall not be deemed an admission by Defendant of any claims
5 or allegations asserted in the Action or the PAGA Notice. Except as set forth elsewhere herein,
6 in the event that this Agreement is not approved by the Court, or any appellate court, is
7 terminated, or otherwise fails to be enforceable, Plaintiff will not be deemed to have waived,
8 limited or affected in any way any claims, rights or remedies, or defenses in the Action or the
9 PAGA Notice, and Defendant will not be deemed to have waived, limited, or affected in any way
10 any of its objections or defenses in the Action, and the PAGA Notice. The Parties shall be
11 restored to their respective positions in the Action prior to the entry of this Settlement. Except
12 as necessary in a proceeding to enforce the terms of this Agreement, this Agreement and its terms
13 and provisions shall not be offered or received as evidence in any action or proceeding to
14 establish any liability or admission on the part of Defendant or to establish the existence of any
15 condition constituting a violation of, or a non-compliance with, federal, state, local or other
16 applicable law. Payment of wages as part of this Agreement does not extend or alter the class
17 member-claimants' period of employment for any purpose.

18 **7. RELEASE OF CLAIMS**

19 **A. Release by All Participating Class Members.**

20 1. Effective only upon the entry of an Order granting Final Approval of the
21 Settlement, entry of Judgment, and payment by Defendant to the Settlement Administrator of
22 the full Gross Settlement Amount and Employers' Taxes necessary to effectuate the Settlement,
23 Plaintiff and all Participating Class Members release all claims against the Released Parties
24 asserted in the Operative Complaint filed in the Action, or any and all claims that may be
25 asserted against the Released Parties based on the factual allegations in the Operative
26 Complaint, or any and all claims that may be asserted against the Released Parties based on the
27 factual allegations in the Action, as follows: For the duration of the Class Period, the release
28 includes, for Participating Class Members: (1) all claims for failure to pay overtime wages; (2)

1 all claims for failure to pay minimum wages; (3) all claims for failure to provide compliant
2 meal periods, or premium compensation in lieu thereof; (4) all claims for failure to provide
3 compliant rest periods, or premium compensation in lieu thereof; (5) all claims for non-
4 compliant wage statements; (6) all claims for failure to indemnify work expenses; (7) waiting
5 time penalties; and (8) all claims asserted through California Business & Professions Code
6 section 17200, *et seq.* arising out of the Labor Code violations referenced in the Complaint,
7 including Labor Code sections 96, 98.6, 200, 201, 202, 203, 204, 226, 226.7, 227.3, 232, 232.5,
8 246, 432, 510, 512, 558, 1102.5, 1174, 1194, 1197, 1197.5, 1198.5, 2802, and 2810.5 (the
9 “Class Released Claims”). For Aggrieved Employees, and, to the extent permitted by law, the
10 State of California, the release includes for the duration of the PAGA Period, all claims asserted
11 in the PAGA Notice and alleged in the PAGA Action, for PAGA civil penalties pursuant to
12 Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 in connection with alleged
13 violations of Labor Code sections 96, 98.6, 200, 201, 202, 203, 204, 226, 226.7, 227.3, 232,
14 232.5, 246, 432, 510, 512, 1102.5, 1174, 1194, 1197, 1197.5, 1198.5, 2802, and 2810.5 (the
15 “PAGA Released Claims”). The release expressly excludes all other claims, including claims
16 for vested benefits, wrongful termination, unemployment insurance, disability, social security,
17 workers’ compensation, and any other claims outside of the Class Released Claims of
18 Participating Class Members arising during the Class Period and the PAGA Released Claims
19 of Aggrieved Employees (and, to the extent permitted by law, the State of California) arising
20 outside of the PAGA Period. The Class Released Claims and PAGA Released Claims shall be
21 referred to herein as the “Released Claims”. All Aggrieved Employees, the LWDA, and State
22 of California shall release claims arising under PAGA for the PAGA Period as set forth in the
23 PAGA Release. The PAGA Release shall be effective for Aggrieved Employees regardless of
their decision to participate in the class settlement.

24 **B. General Release.**

25 Effective only upon the entry of an Order granting Final Approval of the Settlement, entry
26 of Judgment, and payment by Defendant to the Settlement Administrator selected of the full
27 Gross Settlement Amount and Employers’ Taxes necessary to effectuate the Settlement, in
28 addition to the Released Claims, Plaintiff makes the additional following General Release:

1 Plaintiff releases the Released Parties from all claims, demands, rights, liabilities and causes of
2 action of every nature and description whatsoever, known or unknown, asserted or that might
3 have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule,
4 law or regulation arising out of, relating to, or in connection with any act or omission of the
5 Released Parties through the date of full execution of this Agreement in connection with
6 Plaintiff's employment with Defendant or the termination thereof, except for any and all other
7 claims that may not be released as a matter of law through this Agreement. To the extent of the
8 General Release provided herein, Plaintiff stipulates and agrees that, upon entry of an Order
9 granting Final Approval of the Settlement, entry of Judgment, and payment by Defendant to the
10 Settlement Administrator selected of the full Gross Settlement Amount and Employers' Taxes
11 necessary to effectuate the Settlement, he shall have expressly waived and relinquished, to the
12 fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the
13 California Civil Code, or any other similar provision under federal or state law, which provides:

14 A general release does not extend to claims which the creditor
15 does not know or suspect to exist in his or her favor at the time of
16 executing the release, which if known by him or her must have
materially affected his or her settlement with the debtor or
released party.

17 **8. SETTLEMENT ADMINISTRATOR**

18 **A.** Plaintiff and Defendant, through their respective counsel, have selected Phoenix
19 Settlement Administrators to administer the Settlement, which includes but is not limited to
20 translating the Class Notice to Spanish, distributing and responding to inquiries about the Class
21 Notice and calculating all amounts to be paid from the Gross Settlement Amount. Charges and
22 expenses of the Settlement Administrator, currently estimated to be \$7,750.00 will be paid from
23 the Gross Settlement Amount. If the actual amount of the Settlement Administration Costs is
24 less than \$7,750.00, the difference between \$7,750.00 and the actual Settlement Administration
25 Costs shall be a part of the Net Settlement Amount. If the Settlement Administration Costs exceed
26 \$7,750.00 then such excess will be paid solely from the Gross Settlement Amount and Defendant
27 will not be responsible for paying any additional funds in order to pay these additional costs.
28

1 **9. NOTICE, WORKWEEK DISPUTE, OBJECTION, AND EXCLUSION**
2 **PROCESS**

3 **A. Notice to the Settlement Class Members**

4 (1) Within twenty (20) calendar days after the Preliminary Approval Date,
5 Defendant's Counsel shall provide the Settlement Administrator with information with respect
6 to each Settlement Class Member, including his or her: (1) name; (2) last known address(es)
7 currently in Defendant's possession, custody, or control; (3) last known telephone number(s)
8 currently in Defendant's possession, custody, or control; (4) last known Social Security
9 Number(s) in Defendant's possession, custody, or control; and (5) the dates of employment (i.e.,
10 hire dates, and if applicable, re-hire date(s) and/or separation date(s) and excluding any weeks
11 not worked for each Settlement Class Member ("Class List") which shall be made available to
12 Class Counsel upon request only for the purpose of effectuating the settlement. Because social
13 security numbers are included in the list, the Settlement Administrator will maintain the list in
14 confidence, and shall only access and use the list to administer the settlement in conformity with
15 the Court's orders. The Settlement Administrator shall perform an address search using the
16 United States Postal Service National Change of Address ("NCOA") database and update the
17 addresses contained on the Class List with the newly-found addresses, if any. Within seven (7)
18 calendar days of receiving the Class List from Defendant, the Settlement Administrator shall mail
19 the Class Notice in English and Spanish to the Settlement Class Members via first-class regular
20 U.S. Mail using the most current mailing address information available. The Settlement
21 Administrator shall maintain the Class List and digital copies of all the Settlement
22 Administrator's records evidencing the giving of notice to any Settlement Class Member, for at
23 least four (4) years from the Final Approval Date.

24 (2) The Class Notice will set forth:

- 25 (a) the Settlement Class Member's estimated Individual
26 Settlement Payment and Individual PAGA Payment,
27 and the basis for each;

- (b) the information required by California Rule of Court, rule 3.766, subdivision (d);
- (c) the material terms of the Settlement;
- (d) the proposed Settlement Administration Costs;
- (e) the definition of the Settlement Class;
- (f) a statement that the Court has preliminarily approved the Settlement;
- (g) how the Settlement Class Member can obtain additional information, including contact information for Class Counsel;
- (h) information regarding opt-out and objection procedures;
- (i) the date and location of the Final Approval Hearing; and
- (j) that the Settlement Class Member must notify the Settlement Administrator no later than the Response Deadline if the Settlement Class Member disputes the accuracy of the number of Workweeks as set forth on his or her Class Notice (“Workweek Dispute”). If a Settlement Class Member fails to timely dispute the number of Workweeks attributed to him or her in conformity with the instructions in the Class Notice, then he or she shall be deemed to have waived any objection to its accuracy and any claim to any additional settlement payment based on different data.

(3) If a Class Notice from the initial notice mailing is returned as undeliverable, the Settlement Administrator will attempt to obtain a current address for the Settlement Class Member to whom the returned Class Notice had been mailed, within five (5)

1 calendar days of receipt of the returned Class Notice, by: (1) contacting the Settlement Class
2 Member by phone, if possible, and (2) undertaking skip tracing. If the Settlement Administrator
3 is successful in obtaining a new address, it will promptly re-mail the Class Notice to the
4 Settlement Class Member. Further, any Class Notices that are returned to the Settlement
5 Administrator with a forwarding address before the Response Deadline shall be promptly re-
6 mailed to the forwarding address affixed thereto.

7 (4) No later than seven (7) calendar days from the Response Deadline, the
8 Settlement Administrator shall provide counsel for the Parties with a declaration attesting to the
9 completion of the notice process, including the number of attempts to obtain valid mailing
10 addresses for and re-sending of any returned Class Notices, as well as the identities, number of,
11 and copies of all Requests for Exclusion and Objections received by the Settlement
12 Administrator.

13 **B. Objections.**

14 Only Participating Class Members may object to the Settlement. In order for any
15 Settlement Class Member to object to this Settlement in writing, or any term of it, he or she must
16 do so by mailing a written objection to the Settlement Administrator at the address or phone
17 number provided on the Class Notice no later than the Response Deadline. The Settlement
18 Administrator shall email a copy of the Objection forthwith to Class Counsel and Defendant's
19 counsel and attach copies of all Objections to the Declaration it provides Class Counsel, which
20 Class Counsel shall file in support of Plaintiff's Motion for Final Approval. The Objection
21 should set forth in writing: (1) the Objector's name; (2) the Objector's address; (3) the last four
22 digits of the Objector's Social Security Number; (4) the Objector's signature; (5) a statement of
23 whether the Objector plans to appear at the Final Approval Hearing; and (6) the reason(s) for the
24 Objection, along with whatever legal authority, if any, the Objector asserts in support of the
25 Objection. If a Settlement Class Member objects to the Settlement, the Settlement Class Member
26 will remain a member of the Settlement Class and if the Court approves this Agreement, the
27 Settlement Class Member will be bound by the terms of the Settlement in the same way and to
28 the same extent as a Settlement Class Member who does not object. The date of mailing of the

1 Class Notice to the objecting Settlement Class Member shall be conclusively determined
2 according to the records of the Settlement Administrator. Settlement Class Members need not
3 object in writing to be heard at the Final Approval Hearing; they may object or comment in
4 person at the hearing at their own expense. Class Counsel and Defendant's Counsel may respond
5 to any objection lodged with the Court up to five (5) court days before the Final Approval
6 Hearing.

7 **C. Requesting Exclusion.**

8 Any Settlement Class Member may request exclusion from (*i.e.*, "opt out" of) the
9 Settlement by mailing a written request to be excluded from the Settlement ("Request for
10 Exclusion") to the Settlement Administrator, postmarked on or before the Response Deadline.
11 To be valid, a Request for Exclusion must include: (1) the Class Member's name; (2) the Class
12 Member's Social Security Number; (3) the Class Member's signature; and (4) the following
13 statement: "Please exclude me from the Settlement Class in the *Anthony Turner Sr. v. The*
14 *Sidewalk Café, Inc.* matter" or a statement of similar meaning. The Settlement Administrator
15 shall immediately provide copies of all Requests for Exclusion to Class Counsel and Defendant's
16 Counsel and shall report the Requests for Exclusions that it receives, to the Court, in its
17 declaration to be provided in advance of the Final Approval Hearing. Any Settlement Class
18 Member who requests exclusion using this procedure will not be entitled to receive any payment
19 from the Settlement and will not be bound by the Settlement Agreement or have any right to
20 object to, appeal, or comment on the Settlement. Any Settlement Class Member who does not
21 opt out of the Settlement by submitting a timely and valid Request for Exclusion will be bound
22 by all terms of the Settlement, including those pertaining to the Released Claims, as well as any
23 Judgment that may be entered by the Court if Final Approval of the Settlement is granted. A
24 Settlement Class Member cannot submit both a Request for Exclusion and an objection. If a
25 Settlement Class Member submits an Objection and a Request for Exclusion, the Request for
26 Exclusion will control and the Objection will be overruled. Settlement Class Members who
27 worked during the PAGA Period as Aggrieved Employees that submit a valid Request for
28

1 Exclusion will still be deemed Aggrieved Employees, will still receive their Individual PAGA
2 Payments, and will be bound by the release of the PAGA Released Claims.

3 **D. Disputes Regarding Settlement Class Members' Workweek Data.**

4 Each Settlement Class Member may dispute the number of Workweeks attributed to him
5 or her on his or her Class Notice ("Workweek Dispute"). Any such disputes must be mailed to
6 the Settlement Administrator by the Settlement Class Member, postmarked on or before the
7 Response Deadline. The Settlement Administrator shall immediately provide copies of all
8 disputes to Class Counsel and counsel for Defendant and shall immediately attempt to resolve all
9 such disputes directly with relevant Settlement Class Member(s) with the assistance of Defendant
10 and Class Counsel. If the dispute cannot be resolved in this manner, the Court shall adjudicate the
11 dispute.

12 **10. INDIVIDUAL SETTLEMENT PAYMENTS AND INDIVIDUAL**
13 **PAGA PAYMENTS**

14 Individual Settlement Payments will be calculated and distributed to Participating Class
15 Members from the Net Settlement Amount on a *pro rata* basis, based on the Participating Class
16 Members' respective number of Workweeks during the Class Period. Individual PAGA
17 Payments to Aggrieved Employees will be calculated and distributed to Aggrieved Employees
18 from the PAGA Payment on a *pro rata* basis based on Aggrieved Employees' respective
19 number of Workweeks during the PAGA Period. Specific calculations of the Individual
20 Settlement Shares and Individual PAGA Payments to Aggrieved Employees will be made as
21 follows:

22 **A.** The Settlement Administrator will determine the total number of Workweeks
23 worked by each Settlement Class Member during the Class Period ("Class Member's
24 Workweeks"), as well as the aggregate number of Workweeks worked by all Settlement Class
25 Members during the Class Period ("Class Workweeks"). Additionally, the Settlement
26 Administrator will determine the total number of Workweeks worked by each Aggrieved
27 Employee during the PAGA Period ("Aggrieved Employee's Workweeks"), as well as the
28

1 aggregate number of Workweeks worked by all Aggrieved Employees during the PAGA Period
2 (“PAGA Workweeks”).

3 **B.** To determine each Settlement Class Member’s Individual Settlement Share, the
4 Settlement Administrator will use the following formula: Individual Settlement Share =
5 (Settlement Class Member’s Workweeks ÷ Class Workweeks) × Net Settlement Amount.

6 **C.** To determine each Participating Class Member’s Participating Individual
7 Settlement Share, the Settlement Administrator will determine the aggregate number of
8 Workweeks worked by all Participating Class Members during the Class Period (“Participating
9 Class Workweeks”) and use the following formula: Individual Settlement Share =
10 (Participating Class Member’s Workweeks ÷ Participating Class Workweeks) × Net Settlement
11 Amount.

12 **D.** The net amount of the Participating Individual Settlement Share is to be paid out
13 to Participating Class Members by way of check and is referred to as “Individual Settlement
14 Payment(s)”.

15 **E.** To determine each Aggrieved Employee’s Individual PAGA Payment, the
16 Settlement Administrator will use the following formula: Aggrieved Employee’s Individual
17 PAGA Payment = (Aggrieved Employee’s Workweeks ÷ PAGA Workweeks) x \$7,500.00 (the
18 PAGA Payment).

19 **F.** Individual Settlement Payments and Individual PAGA Payments shall be paid
20 to Participating Class Members and/or Aggrieved Employees by way of check. When a
21 Participating Class Member is also an Aggrieved Employee, one check may be issued that
22 aggregates both the Individual Settlement Payment and the Individual PAGA Payment

23 **11. DISTRIBUTION OF PAYMENTS**

24 **A. Distribution of Individual Settlement Payments.**

25 Participating Class Members will receive an Individual Settlement Payment and
26 Aggrieved Employees will receive an Individual PAGA Payment. Individual Settlement
27 Payment and Individual PAGA Payment checks shall remain valid and negotiable for one
28 hundred and eighty (180) calendar days after the date of their issuance. Within seven (7)

1 calendar days after expiration of the 180-day period, checks for such payments shall be
2 canceled and funds associated with such checks shall be considered unpaid, unclaimed or
3 abandoned cash residue pursuant to Code of Civil Procedure section 384 (“Unpaid
4 Residue”). The Unpaid Residue plus accrued interest, if any, as provided in Code of Civil
5 Procedure section 384, shall be transmitted to Legal Aid at Work, 180 Montgomery Street,
6 Suite 600, San Francisco, California 94104, the *cy pres* recipient, for use in Los Angeles
7 County. The Settlement Administrator shall prepare a report regarding the distribution plan
8 pursuant to Code of Civil Procedure section 384 and the report shall be presented to the Court
9 by Class Counsel along with a proposed amended judgment that is consistent with the
10 provisions of Code of Civil Procedure section 384.

11 **B. Funding of Settlement.**

12 Defendant shall, within thirty (30) calendar days of Final Approval Date, make payment
13 of the Gross Settlement Amount (as the same may be escalated pursuant to Paragraph 16 of this
14 Agreement) and Employer Taxes to the Settlement Administrator pursuant to Internal Revenue
15 Code section 1.468B-1 for deposit in an interest-bearing qualified settlement account (“QSA”)
16 with an FDIC insured banking institution, for distribution in accordance with this Agreement and
17 the Court’s Orders and subject to the conditions described herein. The Settlement Administrator
18 shall timely provide Defendants with the information/documents it needs in order to calculate
19 employer-side payroll taxes.

20 **C. Time for Distribution.**

21 Within seven (7) calendar days after payment of the full Gross Settlement Amount and
22 Employer Taxes by Defendant, or as soon thereafter as practicable, the Settlement Administrator
23 shall distribute Payments from the QSA for: (1) the Service Award to Plaintiff as specified in
24 this Agreement and approved by the Court; (2) the Attorneys’ Fees and Cost Award to be paid
25 to Class Counsel, as specified in this Agreement and approved by the Court; (3) the Settlement
26 Administrator Costs, as specified in this Agreement and approved the Court; (4) the LWDA
27 Payment, as specified in this Agreement and approved by the Court; and (5) Individual PAGA
28 Payments as specified in this Agreement and approved by the Court. The balance remaining

1 shall constitute the Net Settlement Amount from which Individual Settlement Payments shall be
2 made to Participating Class Members, less applicable taxes and withholdings. All interest
3 accrued shall be for the benefit of the Class Members and distributed on a *pro rata* basis to
4 Participating Class Members based on the number of Workweeks worked by them in the Class
5 Period.

6 **12. ATTORNEYS' FEES AND LITIGATION COSTS**

7 Class Counsel shall apply for, and Defendant shall not oppose, an award of attorneys'
8 fees of up to 35% of the Gross Settlement Amount, which, unless escalated pursuant to Paragraph
9 17 of this Agreement, amounts to One Hundred Twenty-Two Thousand Five Hundred Dollars
10 and Zero Cents (\$122,500.00). Class Counsel shall further apply for, and Defendant shall not
11 oppose, an application or motion by Class Counsel for reimbursement of actual costs associated
12 with Class Counsel's prosecution of this matter as set forth by declaration testimony in an amount
13 up to Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00). Awards of attorneys' fees
14 and costs shall be paid out of the Gross Settlement Amount, for all past and future attorneys' fees
15 and costs necessary to prosecute, settle, and obtain Final Approval of the settlement in Action.
16 The "future" aspect of the amounts stated herein includes, without limitation, all time and
17 expenses expended by Class Counsel (including any appeals therein). There will be no additional
18 charge of any kind to either the Settlement Class Members or request for additional consideration
19 from Defendant for such work unless, Defendant materially breach this Agreement, including
20 any term regarding funding, and further efforts are necessary from Class Counsel to remedy said
21 breach, including, without limitation, moving the Court to enforce the Agreement. Should the
22 Court approve attorneys' fees and/or litigation costs and expenses in amounts that are less than
23 the amounts provided for herein, then the unapproved portion(s) shall be a part of the Net
24 Settlement Amount.

25 **13. SERVICE AWARD TO PLAINTIFF**

26 Named Plaintiff shall seek, and Defendant shall not oppose, a Service Award in an
27 amount not to exceed Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) for
28 participation in and assistance with the Class Action. Any Service Award awarded to Plaintiff

1 shall be paid from the Gross Settlement Amount and shall be reported on an IRS Form 1099. If
2 the Court approves the Service Award to Plaintiff in less than the amounts sought herein, then
3 the unapproved portion(s) shall be a part of the Net Settlement Amount.

4 **14. TAXATION AND ALLOCATION**

5 a. Each Individual Settlement Share shall be allocated as follows: 20% as wages (to
6 be reported on an IRS Form W2); and 80% as interest and penalties (to be reported on an IRS
7 Form 1099). Each Individual PAGA Payment shall be allocated entirely as penalties. The Parties
8 agree that the employees' share of taxes and withholdings with respect to the wage-portion of the
9 Individual Settlement Share will be withheld from the Individual Settlement Share in order to
10 yield the Individual Settlement Payment. The amount of federal income tax withholding will be
11 based upon a flat withholding rate for supplemental wage payments in accordance with Treasury
12 Regulation § 31.3402(g)-1(a)(2) as amended or supplemented. Income tax withholding will also
13 be made pursuant to applicable state and/or local withholding codes or regulations.

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

20 c. All Employer Taxes shall be paid by Defendant separate, apart, and in addition to
21 the Gross Settlement Amount. Defendant shall remain liable to pay the employer's share of
22 payroll taxes as described above.

23 d. Neither Counsel for Plaintiff nor Defendant intend anything contained in this
24 Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Agreement
25 be relied upon as such within the meaning of United States Treasury Department Circular 230
26 (31 C.F.R. Part 10, as amended) or otherwise.

27 **15. PRIVATE ATTORNEYS' GENERAL ACT ALLOCATION**

1 The Parties agree to allocate Thirty Thousand Dollars and Zero Cents (\$30,000.00) of the
2 Gross Settlement Amount toward PAGA penalties. Pursuant to the PAGA, seventy-five percent
3 (75%) of the amount allocated toward PAGA (\$22,500.00) will be paid to the LWDA and twenty-
4 five percent (25%) (\$7,500.00) will be distributed to Aggrieved Employees on a *pro rata* basis
5 based upon their respective Workweeks worked as Aggrieved Employees during the PAGA
6 Period.

7 **16. COURT APPROVAL**

8 This Agreement is contingent upon an order by the Court granting Final Approval of the
9 Settlement, and that the LWDA does not intervene and object to the Settlement. In the event it
10 becomes impossible to secure approval of the Settlement by the Court and the LWDA, the Parties
11 shall be restored to their respective positions in the Action prior to entry of this Settlement. If
12 this Settlement Agreement is voided, not approved by the Court or approval is reversed on appeal,
13 it shall have no force or effect and no Party shall be bound by its terms except to the extent: (a)
14 the Court reserves any authority to issue any appropriate orders when denying approval; and/or
15 (b) there are any terms and conditions in this Settlement Agreement specifically stated to survive
16 the Settlement Agreement being voided or not approved, and which control in such an event.

17 **17. INCREASE IN WORKWEEKS**

18 Defendant represents that there are no more than 19,184 Workweeks worked by Class
19 Members in the Class Period. In the event the number of Workweeks worked by Class
20 Members during the Class Period increases by more than 10%, or 1,918 Workweeks, then the
21 Gross Settlement Amount shall be increased proportionally equal to the percentage increase in
22 the number of Workweeks worked by the Class Members above 10% (, e.g., if there was an
23 11% increase in the number of Workweeks during the Class Period, the Gross Settlement
24 Amount would increase by 1%). The Workweek Value shall be calculated by dividing the
25 originally agreed-upon Gross Settlement Amount (\$350,000.00) by 19,184, which amounts to
26 a Workweek Value of \$18.24. Thus, for example, should there be 22,000 Workweeks in the
27 Class Period, then the Gross Settlement Amount shall be increased by \$16,379.52. ((22,000
28 Workweeks – 19,184 Workweeks) x \$18.24 per Workweek.)

1 **18. NOTICE OF JUDGMENT**

2 In addition to any duties set out herein, the Settlement Administrator shall provide
3 notice of the Final Judgment entered in the Action by posting the same on its website for a
4 period of no less than one (1) year.

5 **19. RIGHT TO RESCIND**

6 If more than five percent (5%) of the Class Members elect not to participate in the
7 Settlement, Defendant may, at its election, rescind the Settlement Agreement and all actions
8 taken in furtherance of it will be thereby null and void. Defendant must meet and confer with
9 Class Counsel prior to exercising this right and must make clear their intent to rescind the
10 Agreement within fourteen (14) calendar days after the expiration of the Opt Out Deadline. If
11 Defendant exercises its right to rescind the Agreement, Defendant shall be responsible for all
12 Settlement Administration Costs incurred to the date of rescission.

13 **20. MISCELLANEOUS PROVISIONS**

14 **A. Interpretation of the Agreement.**

15 This Agreement constitutes the entire agreement between the Parties with respect to its
16 subject matter. Except as expressly provided herein, this Agreement has not been executed in
17 reliance upon any other written or oral representations or terms, and no such extrinsic oral or
18 written representations or terms shall modify, vary or contradict its terms. In entering into this
19 Agreement, the Parties agree that this Agreement is to be construed according to its terms and
20 may not be varied or contradicted by extrinsic evidence. The Agreement will be interpreted and
21 enforced under the laws of the State of California, both in its procedural and substantive aspects,
22 without regard to its conflict of law provisions. Any claim arising out of or relating to the
23 Agreement, or the subject matter hereof, will be resolved solely and exclusively in the Superior
24 Court of the State of California for the County of Los Angeles, and Plaintiff and Defendant
25 hereby consent to the personal jurisdiction of the Court in the Action over it solely in connection
26 therewith. The foregoing is only limited to disputes concerning this Agreement. The Parties,
27 and each of them, participated in the negotiation and drafting of this Agreement and had available
28 to them the advice and assistance of independent counsel. As such, neither Plaintiff nor

1 Defendant may claim that any ambiguity in this Agreement should be construed against the other.
2 The Agreement may be modified only by a writing signed by counsel for the Parties and approved
3 by the Court.

4 **B. Further Cooperation.**

5 The Parties and their respective attorneys shall proceed diligently to prepare and execute
6 all documents, to seek the necessary approvals from the Court, and to do all things reasonably
7 necessary to consummate the Settlement as expeditiously as possible.

8 **C. Counterparts.**

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

12 **D. Authority.**

13 Each individual signing below warrants that he or she has the authority to execute this
14 Agreement on behalf of the Party for whom or which that individual signs. This Settlement
15 Agreement will be binding upon, and inure to the benefit of, and be enforceable by the Parties'
16 respective heirs, executors, administrators, representatives, successors and assigns.

17 **E. No Third-Party Beneficiaries.**

18 Plaintiff, Participating Class Members, Aggrieved Employees, the State of California,
19 Class Counsel, and Defendant are direct beneficiaries of this Agreement, but there are no third-
20 party beneficiaries.

21 **F. Deadlines Falling on Weekends or Holidays.**

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

24 **G. Severability.**

25 In the event that one or more of the provisions contained in this Agreement shall for any
26 reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or
27 unenforceability shall in no way effect any other provision if Defendant's Counsel and Class
28

Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

H. No Publicity.

Plaintiff and his counsel agree they will not issue any press releases, initiate any contact with the press, respond to any press inquiry or have any communication with the press about the fact, amount or terms of the Settlement Agreement. Nothing in this Settlement Agreement shall limit Class Counsel's communications with the Class Members in furtherance of approval of this Settlement.

IT IS SO AGREED:

Dated: _____, 2022

Anthony Turner Sr.
Plaintiff and Class Representative

Dated: _____, 2022

The Sidewalk Café, Inc.
Defendant
By:
Its:

AGREED AS TO FORM:

Dated: _____, 2022

David D. Bibiyan
Vedang J. Patel
Counsel for Plaintiff Anthony Turner Sr.

Dated: _____, 2022

Rachel J. Lee
Kimberly H. Whang
Counsel for Defendant, The Sidewalk Café, Inc.

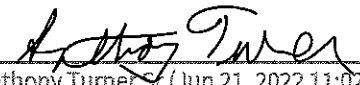
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IT IS SO AGREED:

Dated: **06-21**, 2022


Anthony Turner Sr. (Jun 21, 2022 11:02 PDT)

Anthony Turner Sr.
Plaintiff and Class Representative

Dated: _____, 2022

The Sidewalk Café, Inc.
Defendant
By:
Its:

AGREED AS TO FORM:

Dated: _____, 2022

David D. Bibiyan
Vedang J. Patel
Counsel for Plaintiff Anthony Turner Sr.

Dated: _____, 2022

Rachel J. Lee
Kimberly H. Whang
Counsel for Defendant, The Sidewalk Café, Inc.

Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

H. No Publicity.

Plaintiff and his counsel agree they will not issue any press releases, initiate any contact with the press, respond to any press inquiry or have any communication with the press about the fact, amount or terms of the Settlement Agreement. Nothing in this Settlement Agreement shall limit Class Counsel's communications with the Class Members in furtherance of approval of this Settlement.

IT IS SO AGREED:

Dated: _____, 2022

Anthony Turner Sr.
Plaintiff and Class Representative

Dated: _____, 2022

The Sidewalk Café, Inc.
Defendant
By:
Its:

AGREED AS TO FORM:

Dated: July 1 _____, 2022

Vedang J. Patel

David D. Bibiyan
Vedang J. Patel
Counsel for Plaintiff Anthony Turner Sr.

Dated: _____, 2022

Rachel J. Lee
Kimberly H. Whang
Counsel for Defendant, The Sidewalk Café, Inc.

Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

H. No Publicity.

Plaintiff and his counsel agree they will not issue any press releases, initiate any contact with the press, respond to any press inquiry or have any communication with the press about the fact, amount or terms of the Settlement Agreement. Nothing in this Settlement Agreement shall limit Class Counsel's communications with the Class Members in furtherance of approval of this Settlement.

IT IS SO AGREED:

Dated: _____, 2022

Anthony Turner Sr.
Plaintiff and Class Representative

Dated: 6/30/_____, 2022

Jay Goodfader
The Sidewalk Café, Inc.
Defendant
By: Jay Goodfader
Its: Chief Financial Officer

AGREED AS TO FORM:

Dated: _____, 2022

David D. Bibiyan
Vedang J. Patel
Counsel for Plaintiff Anthony Turner Sr.

Dated: June 30_____, 2022

Rachel Lee
Rachel J. Lee
Kimberly H. Whang
Counsel for Defendant, The Sidewalk Café,
Inc.