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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF CONTRA COSTA

GILBERTO RIZO, JOSE RIZO, and
ANTONIO ROMERO, individually, and on
behalf of other members of the general public
similarly situated,

Plaintiffs,

vs.

SCOTT’S JACK LONDON SEAFOOD, INC.,
a California corporation; SCOTT’S SEAFOOD
GRILL & BAR (WALNUT CREEK), INC., a
California corporation; FOOD SPECIALISTS,
INC., a California corporation; VALET
HOSPITALITY SERVICES JACK LONDON
SQUARE, LLC, a California limited liability
company; and DOES 1 through 10, inclusive,

Defendants.

Case No.: CIVMSC21-00492

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

JOINT STIPULATION OF CLASS ACTION SETTLEMENT AND RELEASE

This Joint Stipulation of Class Action Settlement and Release (“Settlement” or “Settlement Agreement”) is made and entered into by and between Plaintiffs Gilberto Rizo, Jose Rizo, and Antonio Romero (“Plaintiffs” or “Class Representatives”), as individuals and on behalf of all others similarly situated, and Defendants Scott’s Jack London Seafood, Inc.; Scott’s Seafood Grill & Bar (Walnut Creek), Inc.; Food Specialists, Inc.; Valet Hospitality Services – Jack London Square, LLC (“Defendants”) (collectively with Plaintiffs, the “Parties”).

DEFINITIONS

The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective:

1. “Action” means *Rizo, et. al v. Scott’s Jack London Seafood. Inc., et. al*, No. CIVMSC21-00492 (Contra Costa County Superior Court).
2. “Attorneys’ Fees and Costs” means attorneys’ fees agreed upon by the Parties and approved by the Court for Class Counsel’s litigation and resolution of the Action, and all out-of-pocket costs incurred and to be incurred by Class Counsel in the Action, including but not limited to expert/consultant fees, investigation costs, and costs associated with documenting the Settlement, providing any notices required as part of the Settlement or Court order, securing the Court’s approval of the Settlement, administering the Settlement, and obtaining entry of a Judgment terminating the Action. Class Counsel will request attorneys’ fees not in excess of one-third (1/3) of the Class Settlement Amount, or One Hundred Thirty Thousand Dollars (\$130,000). The Attorneys’ Fees and Costs will also mean and include the additional reimbursement of any costs and expenses associated with Class Counsel’s litigation and settlement of the Action, up to Fifteen Thousand Dollars (\$15,000), subject to the Court’s approval. Defendants have agreed not to oppose Class Counsel’s request for fees and reimbursement of costs as set forth above.
3. “Class Counsel” means Capstone Law APC.
4. “Class List” means a complete list of all Class Members that Defendants will diligently and in good faith compile from their records and provide to the Settlement Administrator within twenty (20) calendar days after Preliminary Approval of this Settlement. The Class List will be formatted in

1 Microsoft Office Excel and will include each Class Member's full name; most recent mailing address ;
2 Social Security number; dates of employment; the respective number of Workweeks that each Class
3 Member worked during the Class Period; and any other relevant information needed to calculate
4 settlement payments.

5 5. "Class Member(s)" or "Settlement Class" means all persons who worked for Defendants
6 as non-exempt, hourly paid employees in the State of California at any time from March 10, 2017 to
7 December 31, 2021.

8 6. "Class Period" means the period from March 10, 2017 to December 31, 2021.

9 7. "Class Representative Enhancement Payments" means the amounts to be paid to
10 Plaintiffs in recognition of their effort and work in prosecuting the Action on behalf of Class Members,
11 and for their general release of all known and unknown claims that Plaintiffs may have against
12 Defendants, their respective and former parents, subsidiaries, and affiliated corporations based on
13 Plaintiffs' employment with Defendants. Subject to the Court granting final approval of this Settlement
14 Agreement and subject to the exhaustion of any and all appeals, Plaintiffs will request Court approval of
15 Class Representative Enhancement Payments of Ten Thousand Dollars (\$10,000), each.

16 8. "Class Settlement Amount" means the Class Settlement Amount of Three Hundred
17 Ninety Thousand Dollars (\$390,000), to be paid by Defendants in full satisfaction of all Released Claims
18 arising from the Action, which includes all Individual Settlement Payments, Attorneys' Fees and Costs,
19 the Class Representative Enhancement Payments, the Labor and Workforce Development Agency
20 Payment, and Settlement Administration Costs. This Class Settlement Amount has been agreed to by
21 Plaintiffs and Defendants based on the aggregation of the agreed-upon settlement value of individual
22 claims. In no event will Defendants be liable for more than the Class Settlement Amount except as
23 otherwise explicitly set forth herein. There will be no reversion of the Class Settlement Amount to
24 Defendants. Defendants will be separately responsible for any employer payroll taxes required by law,
25 including the employer FICA, FUTA, and SDI contributions, which shall not be paid from the Class
26 Settlement Amount.

27 9. "Court" means the Contra Costa County Superior Court.

28 10. "Defendants" means Defendants Scott's Jack London Seafood, Inc.; Scott's Seafood

1 Grill & Bar (Walnut Creek), Inc.; Food Specialists, Inc.; Valet Hospitality Services – Jack London
2 Square, LLC.

3 11. “Defendants’ Counsel” means Paul V. Simpson of Simpson, Garrity, Innes & Jacuzzi
4 PC.

5 12. “Effective Date” means the later of: (i) if no timely objections are filed, or are withdrawn
6 prior to Final Approval, then the date of Final Approval; or (ii) if a Class Member files an objection to
7 the Settlement, the Effective Date shall be the sixty-first (61) calendar day after the date of Final
8 Approval, provided no appeal is initiated by an objector; or (iii) if a timely appeal is initiated by an
9 objector, then the Effective Date will be the date of final resolution of that appeal (including any requests
10 for rehearing and/or petitions for certiorari), resulting in final judicial approval of the Settlement.

11 13. “Final Approval” means the date on which the Court enters an order granting final
12 approval of the Settlement Agreement.

13 14. “Individual Settlement Payment” means each Participating Class Member’s respective
14 share of the Net Settlement Amount.

15 15. “Labor and Workforce Development Agency Payment” means the amount that the
16 Parties have agreed to pay to the Labor and Workforce Development Agency (“LWDA”) in connection
17 with the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*, “PAGA”).
18 The Parties have agreed that Ten Thousand Dollars (\$10,000) of the Class Settlement Amount will be
19 allocated to the resolution of Class Members’ claims arising under PAGA. Pursuant to PAGA, Seventy-
20 Five Percent (75%), or Seven Thousand Five Hundred Dollars (\$7,500), of the PAGA Settlement
21 Amount will be paid to the California Labor and Workforce Development Agency, and Twenty-Five
22 Percent (25%), or Two Thousand Five Hundred Dollars (\$2,500), of the PAGA Settlement Amount will
23 be included in the Net Settlement Amount.

24 16. “Net Settlement Amount” means the portion of the Class Settlement Amount remaining
25 after deducting the Attorneys’ Fees and Costs, the Class Representative Enhancement Payments, the
26 Labor and Workforce Development Agency Payment, and Settlement Administration Costs. The Net
27 Settlement Amount will be distributed to Participating Class Members. There will be no reversion of the
28 Net Settlement Amount to Defendants.

1 17. “Notice of Objection” means a Class Member’s valid and timely written objection to the
2 Settlement Agreement. For the Notice of Objection to be valid, it must include: (i) the objector’s full
3 name, signature, address, and telephone number, (ii) a written statement of all grounds for the objection
4 accompanied by any legal support for such objection; (iii) copies of any papers, briefs, or other
5 documents upon which the objection is based; and (iv) a statement whether the objector intends to appear
6 at the final fairness hearing. Any Class Member who does not submit a timely written objection to the
7 Settlement, or who fails to otherwise comply with the specific and technical requirements of this section,
8 will be foreclosed from objecting to the Settlement and seeking any adjudication or review of the
9 Settlement, by appeal or otherwise.

10 18. “Notice Packet” means the Notice of Class Action Settlement, substantially in the form
11 attached as Exhibit A.

12 19. “Parties” means Plaintiffs and Defendants collectively.

13 20. “Participating Class Members” means all Class Members who do not submit timely and
14 valid Requests for Exclusion.

15 21. “Plaintiffs” means Plaintiffs Gilberto Rizo, Jose Rizo, and Antonio Romero.

16 22. “Preliminary Approval” means the date on which the Court enters an order granting
17 preliminary approval of the Settlement Agreement.

18 23. “Released Claims” means all claims, rights, demands, liabilities, and causes of action,
19 including PAGA claims, reasonably arising from, or related to, the same set of operative facts as those
20 set forth in the operative complaint during the Class Period, including: (i) all claims for unpaid wages,
21 including , but not limited to, overtime and minimum wages; (ii) all claims for meal and rest break
22 violations; (iii) all claims for unpaid minimum wages; (iv) all claims for the failure to timely pay wages
23 upon termination based on the preceding claims; (v) all claims for the failure to timely pay wages during
24 employment based on the preceding claims; (vi) all claims for wage statement violations and failure to
25 maintain accurate payroll records; (vii) all claims for the failure to reimburse for necessary business
26 expenses; (viii) all claims for failure to pay reporting time pay; (ix) all claims for the failure to provide
27 one day of rest in seven; (x) all claims for failure to provide suitable seating; (xi) all claims for failure to
28 pay split-shift premiums; (xii) all claims for failure to provide notice of material terms of employment;

1 and (xiii) all claims asserted through California Business & Professions Code §§ 17200, *et seq.*

2 24. “Released Parties” means Defendants, their past or present officers, directors,
3 shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants,
4 insurers and reinsurers, and their respective successors and predecessors in interest, subsidiaries,
5 affiliates, parents, owners, spouses, partners, assigns and attorneys, if any.

6 25. “Request for Exclusion” means a timely letter submitted by a Class Member indicating a
7 request to be excluded from the Settlement. The Request for Exclusion must: (i) set forth the name,
8 address, telephone number and last four digits of the Social Security Number of the Class Member
9 requesting exclusion; (ii) be signed by the Class Member; (iii) be returned to the Settlement
10 Administrator; (iv) clearly state that the Class Member does not wish to be included in the Settlement;
11 and (v) be faxed or postmarked on or before the Response Deadline.

12 26. “Response Deadline” means the deadline by which Class Members must postmark or
13 fax to the Settlement Administrator Requests for Exclusion, or postmark Notices of Objection to the
14 Settlement Administrator. The Response Deadline will be forty-five (45) calendar days from the initial
15 mailing of the Notice Packet by the Settlement Administrator, unless the forty-fifth (45th) calendar day
16 falls on a Sunday or State holiday, in which case the Response Deadline will be extended to the next day
17 on which the U.S. Postal Service is open.

18 27. “Settlement Administration Costs” means the costs payable from the Class Settlement
19 Amount to the Settlement Administrator for administering this Settlement, including, but not limited to,
20 printing, distributing, and tracking documents for this Settlement, tax reporting, distributing the Class
21 Settlement Amount, and providing necessary reports and declarations, as requested by the Parties. The
22 Settlement Administration Costs will be paid from the Class Settlement Amount, including, if necessary,
23 any such costs in excess of the amount represented by the Settlement Administrator as being the
24 maximum costs necessary to administer the Settlement. Based on an estimated Settlement Class of
25 approximately Nine Hundred Forty (940) Class Members, the Settlement Administration Costs are
26 currently estimated to be Fifteen Thousand Dollars (\$15,000).

27 28. “Settlement Administrator” means CPT Group, Inc., or any other third-party class action
28 settlement administrator chosen by Class Counsel and approved by Defendant and approved by the

1 Court for the purposes of administering this Settlement. The Parties each represent that they do not have
2 any financial interest in the Settlement Administrator or otherwise have a relationship with the
3 Settlement Administrator that could create a conflict of interest.

4 29. "Workweeks" means the number of weeks of active employment for each Class
5 Member during the Class Period, subtracting weeks a Class Member was on paid or leave of absence (if
6 any), dividing by seven (7), and rounding up to the nearest whole number. All Class Members will be
7 credited with at least one Workweek.

8 **TERMS OF AGREEMENT**

9 Plaintiffs, on behalf of themselves and the Settlement Class, and Defendants agree as follows:

10 30. Funding of the Class Settlement Amount. Defendants will deposit the Three Hundred
11 Ninety Thousand Dollars (\$390,000) Class Settlement Amount into a Qualified Settlement Account (to
12 be established by the Settlement Administrator) in two equal installments of One Hundred Ninety-Five
13 Thousand Dollars (\$195,000). The first installment of One Hundred Ninety-Five Thousand Dollars
14 (\$195,000) will be made within thirty (30) calendar days after the Effective Date. The second installment
15 of One Hundred Ninety-Five Thousand Dollars (\$195,000) will be made within two hundred and ten
16 (210) calendar days after the Effective Date ("Funding Date"). Defendants will fund the employers'
17 share of payroll taxes separately.

18 31. Attorneys' Fees and Costs. Defendants agree not to oppose an application or motion by
19 Class Counsel for Attorneys' Fees of One Hundred Thirty Thousand Dollars (\$130,000), plus the
20 reimbursement of all out-of-pocket costs and expenses associated with Class Counsel's litigation and
21 settlement of the Action (including expert/consultant fees, investigations costs, etc.), not to exceed
22 Fifteen Thousand Dollars (\$15,000), both of which will be paid from the Class Settlement Amount. The
23 Settlement Administrator (and not the Defendants) shall issue IRS Form 1099 to Class Counsel
24 reflecting the awarded Attorneys' Fees and Costs.

25 32. Class Representative Enhancement Payment. In exchange for a general release, and in
26 recognition of their effort and work in prosecuting the Action on behalf of Class Members, Defendants
27 agree not to oppose an application or motion for Class Representative Enhancement Payments of Ten
28 Thousand Dollars (\$10,000), each, to Plaintiffs. The Class Representative Enhancement Payments will

1 be paid from the Class Settlement Amount and will be in addition to Plaintiffs' Individual Settlement
2 Payment paid pursuant to the Settlement. The Settlement Administrator (and not the Defendants) shall
3 issue an IRS Form 1099 to Plaintiffs reflecting their Enhancement Payment. Plaintiffs will be solely and
4 legally responsible to pay any and all applicable taxes on the Class Representative Enhancement
5 Payments.

6 33. Settlement Administration Costs. The Settlement Administrator will be paid for its
7 reasonable fees and expenses in administration of the Settlement and distribution of payments from the
8 Class Settlement Amount, which is currently estimated to be Fifteen Thousand Dollars (\$15,000). These
9 costs, which will be paid from the Class Settlement Amount, will include, *inter alia*, the required tax
10 reporting on the Individual Settlement Payments, the issuing of 1099 and W-2 IRS Forms, distributing
11 Notice Packets, calculating and distributing the Class Settlement Amount, and providing necessary
12 reports and declarations.

13 34. Labor and Workforce Development Agency Payment. Subject to Court approval, the
14 Parties agree that the amount of Ten Thousand Dollars (\$10,000) from the Class Settlement Amount will
15 be designated for satisfaction of Plaintiffs' and Class Members' PAGA claims. Pursuant to PAGA,
16 Seventy-Five Percent (75%), or Seven Thousand Five Hundred Dollars (\$7,500), of this sum will be
17 paid to the LWDA and Twenty-Five Percent (25%), or Two Thousand Five Hundred Dollars (\$2,500),
18 will become part of the Net Settlement Amount.

19 35. Net Settlement Amount. The entire Net Settlement Amount will be distributed to
20 Participating Class Members. No portion of the Net Settlement Amount will revert to or be retained by
21 Defendants.

22 36. Individual Settlement Payment Calculations. Individual Settlement Payments will be
23 calculated and apportioned from the Net Settlement Amount based on the number of Workweeks a Class
24 Member worked during the Class Period. Specific calculations of Individual Settlement Payments will
25 be made as follows:

26 36(a) Defendants will calculate the total number of Workweeks worked by each
27 Class Member during the Class Period and the aggregate total number of
28 Workweeks worked by all Class Members during the Class Period.

36(d) The entire Net Settlement Amount will be disbursed to all Class Members who do not submit timely and valid Requests for Exclusion. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase the Individual Settlement Payment for each Participating Class Member according to the number of Workweeks worked, so that the amount actually distributed to the Settlement Class equals 100% of the Net Settlement Amount.

37. No Credit Toward Benefit Plans. The Individual Settlement Payments made to Participating Class Members under this Settlement, as well as any other payments made pursuant to this Settlement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

39. Delivery of the Class List. Within twenty (20) calendar days of Preliminary Approval,

Defendants will provide the Class List to the Settlement Administrator and to Class Counsel.

40. Notice by First-Class U.S. Mail. Within fourteen (14) calendar days after receiving the Class List from Defendants, the Settlement Administrator will mail a Notice Packet to all Class Members via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class List.

41. Confirmation of Contact Information in the Class Lists. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any Notice Packets returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Notice Packet. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address and/or Social Security number of the Class Member involved, and will then perform a single re-mailing. Those Class Members who receive a re-mailed Notice Packet, whether by skip-trace or by request, will have either (i) an additional fifteen (15) calendar days or (ii) until the Response Deadline, whichever is later, to submit a Request for Exclusion or an objection to the Settlement.

42. Notice Packets. All Class Members will be mailed a Notice Packet. Each Notice Packet will provide: (i) information regarding the nature of the Action; (ii) a summary of the Settlement's principal terms; (iii) the Settlement Class definition; (iv) the total number of Workweeks each respective Class Member worked for Defendants during the Class Period; (v) each Class Member's estimated Individual Settlement Payment and the formula for calculating Individual Settlement Payments; (vi) the dates which comprise the Class Period; (vii) instructions on how to submit Requests for Exclusion or Notices of Objection; (viii) the deadlines by which the Class Member must postmark or fax Request for Exclusions, or postmark Notices of Objection to the Settlement; and (ix) the claims to be released.

43. Disputed Information on Notice Packets. Class Members will have an opportunity to dispute the information provided in their Notice Packets. To the extent Class Members dispute their employment dates or the number of Workweeks on record, Class Members may produce evidence to the

1 Settlement Administrator showing that such information is inaccurate. The Settlement Administrator will
2 decide the dispute. Defendants' records will be presumed correct, but the Settlement Administrator will
3 evaluate the evidence submitted by the Class Member and will make the final decision as to the merits of
4 the dispute. All disputes will be decided within ten (10) business days of the Response Deadline.

5 44. Defective Submissions. If a Class Member's Request for Exclusion is defective as to the
6 requirements listed herein, that Class Member will be given an opportunity to cure the defect(s). The
7 Settlement Administrator will mail the Class Member a cure letter within three (3) business days of
8 receiving the defective submission to advise the Class Member that his or her submission is defective
9 and that the defect must be cured to render the Request for Exclusion valid. The Class Member will have
10 until (i) the Response Deadline or (ii) fifteen (15) calendar days from the date of the cure letter,
11 whichever date is later, to postmark or fax a revised Request for Exclusion. If the revised Request for
12 Exclusion is not postmarked or received by fax within that period, it will be deemed untimely.

13 45. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the
14 Settlement Agreement must sign and fax or postmark a written Request for Exclusion to the Settlement
15 Administrator within the Response Deadline. In the case of Requests for Exclusion that are mailed to the
16 Settlement Administrator, the postmark date will be the exclusive means to determine whether a Request
17 for Exclusion has been timely submitted.

18 46. Escalator. The Class Settlement Amount was calculated with, and is premised on, the
19 understanding that there are approximately 940 Class Members eligible to participate in the Settlement.
20 If the actual number of Class Members eligible to participate in the Settlement is greater than ten percent
21 (10%) above this estimate, then the Class Settlement Amount will be increased by the same proportion
22 above ten percent (10%).

23 47. Defendants' Right to Rescind. Defendants will have, in their sole discretion, the right to
24 void and withdraw from the Settlement if, at any time prior to Final Approval, Three Percent (3%) or
25 more of Class Members opt out of the settlement. Defendants must exercise this right of rescission in
26 writing to Class Counsel within fourteen (14) calendar days after the Response Deadline. If the option to
27 rescind is exercised, then Defendants will be solely responsible for all Settlement Administration Costs
28 incurred as of the date of rescission.

1 48. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member
2 who does not affirmatively opt-out of the Settlement Agreement by submitting a timely and valid
3 Request for Exclusion will be bound by all of its terms, including those pertaining to the Released
4 Claims, as well as any Judgment that may be entered by the Court if it grants final approval to the
5 Settlement.

6 49. Releases by Participating Class Members. Upon the Funding Date, and except as to such
7 rights or claims as may be created by this Settlement Agreement, each Participating Class Member,
8 together and individually, on their behalf and on behalf of their respective heirs, executors,
9 administrators, agents, and attorneys, shall fully and forever release and discharge all of the Released
10 Parties, or any of them, from each of the Released Class Claims arising during the Class Period.

11 50. Objection Procedures. To object to the Settlement Agreement, a Class Member must
12 postmark a valid Notice of Objection to the Settlement Administrator on or before the Response
13 Deadline. The Notice of Objection must be signed by the Class Member and contain all information
14 required by this Settlement Agreement. The postmark will be deemed the exclusive means for
15 determining if the Notice of Objection is timely. Class Members who fail to object in the manner
16 specified above will be deemed to have waived all objections to the Settlement and will be foreclosed
17 from making any objections, whether by appeal or otherwise, to the Settlement Agreement. Class
18 Members who postmark timely Notices of Objection will have a right to appear at the Final Approval
19 Hearing in order to have their objections heard by the Court. At no time will any of the Parties or their
20 counsel seek to solicit or otherwise encourage Class Members to submit written objections to the
21 Settlement Agreement or appeal from the Order and Judgment. Class Counsel will not represent any
22 Class Members with respect to any such objections to this Settlement.

23 51. Certification Reports Regarding Individual Settlement Payment Calculations. The
24 Settlement Administrator will provide Defendants' Counsel and Class Counsel a weekly report that
25 certifies the number of Class Members who have submitted valid Requests for Exclusion or objections to
26 the Settlement, and whether any Class Member has submitted a challenge to any information contained
27 in his or her Notice Packet. Additionally, the Settlement Administrator will provide to counsel for both
28 Parties any updated reports regarding the administration of the Settlement Agreement as needed or

1 requested.

2 52. Distribution Timing of Individual Settlement Payments. Within ten (10) calendar days
3 of the Funding Date, the Settlement Administrator will issue payments to: (i) Participating Class
4 Members; (ii) the Labor and Workforce Development Agency; (iii) Plaintiffs; and (iv) Class Counsel.
5 The Settlement Administrator will also issue a payment to itself for Court-approved services performed
6 in connection with the Settlement.

7 53. Un-cashed Settlement Checks. Funds represented by Individual Settlement Payment
8 checks returned as undeliverable and Individual Settlement Payment checks remaining un-cashed for
9 more than one hundred and eighty (180) calendar days after issuance will be tendered to California Rural
10 Legal Assistance (“CRLA”). The Parties do not have a connection to or a relationship with CRLA that
11 could reasonably create the appearance of impropriety as between the selection of CLRA as the recipient
12 of the unclaimed residuals and the interests of the class.

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

16 55. Treatment of Individual Settlement Payments. All Individual Settlement Payments will
17 be allocated as follows: (i) Fifteen Percent (15%) of each Individual Settlement Payment will be
18 allocated as wages for which IRS Forms W-2 will be issued; and (ii) Eighty-Five (85%) will be allocated
19 as non-wages for which IRS Forms 1099-MISC will be issued.

20 56. Administration of Taxes by the Settlement Administrator. The Settlement Administrator
21 will be responsible for issuing to Plaintiffs, Participating Class Members, and Class Counsel any W-2,
22 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Settlement. The
23 Settlement Administrator will also be responsible for forwarding all payroll taxes and penalties to the
24 appropriate government authorities.

25 57. Tax Liability. Defendants make no representation as to the tax treatment or legal effect
26 of the payments called for hereunder, and Plaintiffs and Participating Class Members are not relying on
27 any statement, representation, or calculation by Defendants, Defendants’ Counsel, or by the Settlement
28 Administrator in this regard.

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

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

28 60. Nullification of Settlement Agreement. In the event that: (i) the Court does not finally

1 approve the Settlement as provided herein; or (ii) the Settlement does not become final for any other
2 reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null
3 and void, and any order or judgment entered by the Court in furtherance of this Settlement Agreement
4 will likewise be treated as void from the beginning.

5 61. Preliminary Approval Hearing. Plaintiffs will obtain a hearing before the Court to
6 request the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval
7 Order for: (i) conditional certification of the Settlement Class for settlement purposes only, (ii)
8 preliminary approval of the proposed Settlement Agreement, and (iii) setting a date for a final fairness
9 hearing. The Preliminary Approval Order will provide for the Notice Packet to be sent to all Class
10 Members as specified herein. In conjunction with the Preliminary Approval hearing, Plaintiffs will
11 submit this Settlement Agreement, which sets forth the terms of this Settlement, and will include the
12 proposed Notice of Class Action Settlement, attached as Exhibit A. Class Counsel will be responsible for
13 drafting all documents necessary to obtain preliminary approval.

14 62. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the
15 deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and with the
16 Court's permission, a final fairness hearing will be conducted to determine the Final Approval of the
17 Settlement Agreement along with the amounts properly payable for: (i) Attorneys' Fees and Costs; (ii)
18 the Class Representative Enhancement Payments; (iii) Individual Settlement Payments; (iv) the Labor
19 and Workforce Development Agency Payment; and (v) all Settlement Administration Costs. The final
20 fairness hearing will not be held earlier than thirty (30) calendar days after the Response Deadline. Class
21 Counsel will be responsible for drafting all documents necessary to obtain final approval. Class Counsel
22 will also be responsible for drafting the attorneys' fees and costs application to be heard at the final
23 approval hearing.

24 63. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the
25 Court or after the final fairness hearing, the Parties will present the Judgment to the Court for its
26 approval. After entry of the Judgment, the Court will have continuing jurisdiction solely for purposes of
27 addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii) Settlement
28 administration matters, and (iii) such post-Judgment matters as may be appropriate under court rules or

as set forth in this Settlement Agreement.

64. Release by Plaintiffs. Upon the Funding Date, in addition to the claims being released by all Participating Class Members, Plaintiffs will release and forever discharge the Released Parties, to the fullest extent permitted by law, of and from any and all claims, known and unknown, asserted and not asserted, which Plaintiffs have or may have against the Released Parties as of the date of execution of this Settlement Agreement. To the extent the foregoing release is a release to which Section 1542 of the California Civil Code or similar provisions of other applicable law may apply, Plaintiffs expressly waive any and all rights and benefits conferred upon them by the provisions of Section 1542 of the California Civil Code or similar provisions of applicable law which are as follows:

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

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

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

67. Amendment or Modification. No amendment, change, or modification to this Settlement Agreement will be valid unless in writing and signed, either by the Parties or their counsel.

68. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and

1 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
2 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
3 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
4 effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each
5 other and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to
6 reach agreement on the form or content of any document needed to implement the Settlement, or on any
7 supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties
8 may seek the assistance of the Court to resolve such disagreement.

9 69. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
10 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

11 70. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto
12 will be governed by and interpreted according to the laws of the State of California.

13 71. Execution and Counterparts. This Settlement Agreement is subject only to the execution
14 of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All
15 executed counterparts and each of them, including electronic (e.g., DocuSign), facsimile, and scanned
16 copies of the signature page, will be deemed to be one and the same instrument.

17 72. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
18 Settlement Agreement is a fair, adequate and reasonable settlement of the Action and have arrived at this
19 Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account
20 all relevant factors, present and potential. The Parties further acknowledge that they are each represented
21 by competent counsel and that they have had an opportunity to consult with their counsel regarding the
22 fairness and reasonableness of this Settlement.

23 73. Invalidity of Any Provision. Before declaring any provision of this Settlement
24 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
25 possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement
26 valid and enforceable.

27 74. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class
28 certification for purposes of this Settlement only; except, however, that Plaintiffs or Class Counsel may

1 appeal any reduction to the Attorneys' Fees and Costs below the amount they request from the Court,
2 and either party may appeal any court order that materially alters the Settlement Agreement's terms.

3 75. Class Action Certification for Settlement Purposes Only. The Parties agree to stipulate to
4 class action certification for purposes of the Settlement only. If, for any reason, the Settlement is not
5 approved, the stipulation to certification will be void. The Parties further agree that certification for
6 purposes of the Settlement is not an admission that class action certification is proper under the standards
7 applied to contested certification motions and that this Settlement Agreement will not be admissible in
8 this or any other proceeding as evidence that either (i) a class action should be certified or (ii) Defendants
9 are liable to Plaintiffs or any Class Member as Plaintiffs alleged.

10 76. Non-Admission of Liability. The Parties enter into this Settlement to resolve the dispute
11 that has arisen between them and to avoid the burden, expense and risk of continued litigation. In
12 entering into this Settlement, Defendants do not admit, and specifically deny, that they violated any
13 federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or
14 any other applicable laws, regulations or legal requirements; breached any contract; violated or breached
15 any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with
16 respect to their employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any
17 of the negotiations connected with it, will be construed as an admission or concession by Defendants of
18 any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to
19 enforce the terms of this Settlement, this Settlement Agreement and its terms and provisions will not be
20 offered or received as evidence in any action or proceeding to establish any liability or admission on the
21 part of Defendants or to establish the existence of any condition constituting a violation of, or a non-
22 compliance with, federal, state, local or other applicable law.

23 77. No Public Comment: The Parties and their counsel agree that they will not issue any
24 press releases, initiate any contact with the press, respond to any press inquiry, or have any
25 communication with the press about the fact, amount or terms of the Settlement.

26 78. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement
27 or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or
28 constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

1 79. Enforcement Actions. In the event that one or more of the Parties institutes any legal
2 action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement
3 or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be
4 entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including
5 expert witness fees incurred in connection with any enforcement actions.

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

11 81. Representation By Counsel. The Parties acknowledge that they have been represented
12 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and
13 that this Settlement Agreement has been executed with the consent and advice of counsel. Further,
14 Plaintiffs and Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

15 82. All Terms Subject to Final Court Approval. All amounts and procedures described in
16 this Settlement Agreement herein will be subject to final Court approval.

17 83. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good
18 faith and execute all documents to the extent reasonably necessary to effectuate the terms of this
19 Settlement Agreement.

20 84. Binding Agreement. The Parties warrant that they understand and have full authority to
21 enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully
22 enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in
23 any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that
24 otherwise might apply under federal or state law.

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READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: 1/20/2022

DocuSigned by:

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Gilberto Rizo

PLAINTIFF

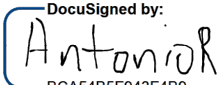
Dated: 1/20/2022

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Jose Rizo

PLAINTIFF

Dated: 1/20/2022

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Antonio Romero

**DEFENDANT SCOTT'S JACK LONDON
SEAFOOD, INC.**

Dated: _____

Printed Name: _____
Title: _____
SCOTT'S JACK LONDON SEAFOOD, INC.

**DEFENDANT SCOTT'S SEAFOOD GRILL &
BAR (WALNUT CREEK), INC.**

Dated: _____

Printed Name: _____
Title: _____
**SCOTT'S SEAFOOD GRILL & BAR
(WALNUT CREEK), INC.**

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READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: _____

Gilberto Rizo

PLAINTIFF

Dated: _____

Jose Rizo

PLAINTIFF

Dated: _____

Antonio Romero

DEFENDANT SCOTT'S JACK LONDON
SEAFOOD, INC.

Dated: 1-14-2022

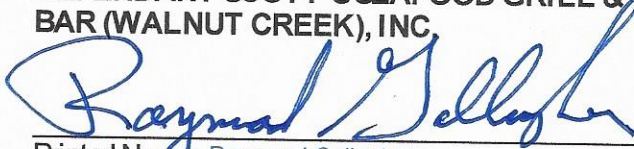

Printed Name: Raymond Gallagher

Title: Chief Executive Officer

SCOTT'S JACK LONDON SEAFOOD, INC.

DEFENDANT SCOTT'S SEAFOOD GRILL &
BAR (WALNUT CREEK), INC.

Dated: 1-14-2022


Printed Name: Raymond Gallagher

Title: Chief Executive Officer

SCOTT'S SEAFOOD GRILL & BAR
(WALNUT CREEK), INC.

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DEFENDANT FOOD SPECIALISTS, INC.

Dated: _____

Printed Name: _____

Title: _____

FOOD SPECIALISTS, INC.

**DEFENDANT VALET HOSPITALITY
SERVICES - JACK LONDON SQUARE, LLC**

Dated: _____

Printed Name: _____

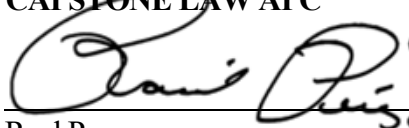
Title: _____

**VALET HOSPITALITY SERVICES - JACK
LONDON SQUARE, LLC**

APPROVED AS TO FORM

CAPSTONE LAW APC

Dated: January 24, 2022

By:  _____

Raul Perez

Attorneys for Plaintiff Gilberto Rizo, Jose Rizo, and
Antonio Romero

SIMPSON, GARRITY, INNES & JACUZZI

Dated: _____

By: _____

Paul V. Simpson

Attorneys for Defendants Scott's Jack London
Seafood, Inc.; Scott's Seafood Grill & Bar (Walnut
Creek), Inc.; Food Specialists, Inc.; Valet Hospitality
Services – Jack London Square, LLC

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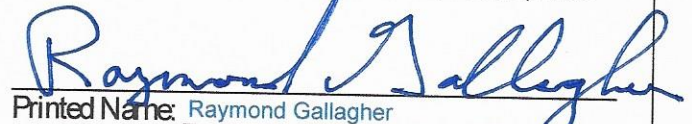
DEFENDANT FOOD SPECIALISTS, INC.

Dated: 1-14-22


Printed Name: Raymond Gallagher
Title: Chief Executive Officer
FOOD SPECIALISTS, INC.

**DEFENDANT VALET HOSPITALITY
SERVICES - JACK LONDON SQUARE, LLC**

Dated: 1-14-22


Printed Name: Raymond Gallagher
Title: Chief Executive Officer
**VALET HOSPITALITY SERVICES - JACK
LONDON SQUARE, LLC**

APPROVED ASTO FORM

CAPSTONE LAW APC

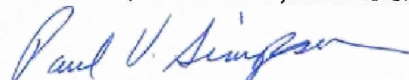
Dated: _____

By: _____
Raul Perez

Attorneys for Plaintiff Gilberto Rizo, Jose Rizo, and
Antonio Romero

SIMPSON, GARRITY, INNES & JACUZZI

Dated: 1/18/2022

By: 
Paul V. Simpson

Attorneys for Defendants Scott's Jack London
Seafood, Inc.; Scott's Seafood Grill & Bar (Walnut
Creek), Inc.; Food Specialists, Inc.; Valet Hospitality
Services - Jack London Square, LLC

Exhibit A

Rizo, et.al, v. Scott's Jack London Seafood, Inc., et. al, Case No. CIVMSC21-00492
SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF CONTRA COSTA
NOTICE OF CLASS ACTION SETTLEMENT

You are not being sued. This notice affects your rights. Please read it carefully.

To: All persons who worked for Defendants Scott's Jack London Seafood, Inc.; Scott's Seafood Grill & Bar (Walnut Creek), Inc.; Food Specialists, Inc.; Valet Hospitality Services – Jack London Square, LLC ("Defendants") as non-exempt, hourly paid employees in the State of California at any time from March 10, 2017 to December 31, 2021 ("Class Members").

On _____, 2022, the Honorable Edward G. Weil of the Contra Costa County Superior Court granted preliminary approval of this class action settlement and ordered the litigants to notify all Class Members of the settlement. **You have received this notice because Defendants' records indicate that you are a Class Member, and are therefore entitled to a payment from the settlement.**

Unless you choose to opt out of the settlement by following the procedures described below, you will be deemed a Class Member and, if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement fund. The Final Fairness Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at :00 .m. on _____, 2022 in Department 39 of the Contra Costa County Superior Court located at 725 Court Street, Martinez, California 94533. You are not required to attend the hearing, but you are welcome to do so, either in person or you may retain an attorney to represent you at the hearing.

Summary of the Litigation

Plaintiffs Gilberto Rizo, Jose Rizo, and Antonio Romero, on their behalf and on behalf of other current and former non-exempt employees, allege that Defendants violated California state labor laws as a result of their alleged failure to, among other things: (1) pay minimum and overtime wages to employees for all hours worked; (2) provide employees with meal and rest breaks; (3) timely pay all wages owed to employees during each pay period and upon termination of their employment; and (4) provide employees with accurate, itemized wage statements.

After the exchange of relevant information and evidence, the parties agreed to enter into settlement negotiations in an attempt to informally resolve the claims in the case. On December 21, 2021, the parties participated in a mediation with Daniel Turner, an experienced and well-respected class action mediator. With Mr. Turner's guidance, the parties were able to negotiate a complete settlement of Plaintiffs' claims.

Counsel for Plaintiffs, and the attorneys appointed by the Court to represent the class, Capstone Law APC ("Class Counsel"), have investigated and researched the facts and circumstances underlying the issues raised in the case and the applicable law. While Class Counsel believe that the claims alleged in this lawsuit have merit, Class Counsel also recognize that the risk and expense of continued litigation justify settlement. Based on the foregoing, Class Counsel believe the proposed settlement is fair, adequate, reasonable, and in the best interests of Class Members.

Defendants have denied, and continue to deny the factual and legal allegations in the case and believe that they have valid defenses to Plaintiffs' claims. By agreeing to settle, Defendants are not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action. Defendants have agreed to settle the case as part of a compromise with Plaintiffs.

Summary of The Proposed Settlement Terms

Plaintiffs and Defendants have agreed to settle the underlying class claims in exchange for a Class Settlement Amount of \$390,000. This amount is inclusive of: (1) individual settlement payments to all Participating Class Members; (2) Class Representative Enhancement Payments of \$10,000, each, to Gilberto Rizo, Jose Rizo, and Antonio Romero for their services on behalf of the class, and for a release of all claims arising out of their employment with Defendants; (3) \$130,000 in attorneys' fees and up to \$15,000 in litigation costs and expenses to Class Counsel; (4) a \$7,500 payment to

the California Labor and Workforce Development Agency (“LWDA”) in connection and accordance with the Labor Code Private Attorneys General Act of 2004 (“PAGA”), and (5) reasonable Settlement Administrator’s fees and expenses currently estimated at \$15,000. After deducting the Class Representative Enhancement Payments, attorneys’ fees and costs, the payment to the LWDA, and the Settlement Administrator’s fees and expenses, a total of approximately \$_____ will be allocated to Class Members who do not opt out of the settlement (“Net Settlement Amount”).

Each Class Member’s settlement payment will be based on the number of Workweeks each Class Member worked in a non-exempt position during the period from March 10, 2017 to December 31, 2021 (“Class Period”). The formula for calculating settlement payments is as follows:

- (a) Defendants will calculate the total aggregate number of Workweeks that all Class Members worked during the applicable Class Period (“Total Workweeks”).
- (b) The value of each individual Workweek shall then be determined by dividing the proceeds of the Net Settlement Amount by the Total Workweeks amount, resulting in the “Workweek Point Value.”
- (c) An “Individual Settlement Payment” amount for each Class Member will then be determined by multiplying the individual Class Member’s number of Workweeks by the Workweek Point Value.
- (d) The entire Net Settlement Amount will be disbursed to all Class Members who do not submit timely and valid Requests for Exclusion.

According to Defendants’ records, you worked during the Class Period in a non-exempt position for a total of _____ Workweeks. Accordingly, your estimated payment is approximately \$_____. If you believe the information provided above is incorrect, please contact the Settlement Administrator at _____. If you dispute the information stated above, Defendants’ records will control unless you are able to provide documentation that establishes otherwise.

IRS Forms W-2 and 1099 will be distributed to participating Class Members and the appropriate taxing authorities reflecting the payments they receive under the settlement. Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this settlement, 15% of each Individual Settlement Payment will be allocated as wages for which IRS Forms W-2 will be issued, and 85% will be allocated as non-wages for which IRS Forms 1099-MISC will be issued.

Your Options Under the Settlement

Option 1 – Automatically Receive a Payment from the Settlement

If want to receive your payment from the settlement, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if and when the Settlement receives final approval by the Court. If you choose **Option 1**, and if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement funds. In addition, you will be deemed to have released or waived the following claims (“Released Claims): All claims, rights, demands, liabilities, and causes of action, including PAGA claims, reasonably arising from, or related to, the same set of operative facts as those set forth in the operative complaint during the Class Period, including: (i) all claims for unpaid wages, including , but not limited to, overtime and minimum wages ; (ii) all claims for meal and rest break violations; (iii) all claims for the failure to timely pay wages upon termination based on the preceding claims; (iv) all claims for the failure to timely pay wages during employment based on the preceding claims; (v) all claims for wage statement violations and failure to maintain accurate payroll records; (vi) all claims for the failure to reimburse for necessary business expenses; (vii) all claims for failure to pay reporting time pay; (viii) all claims for the failure to provide one day of rest in seven; (ix) all claims for failure to provide suitable seating; (x) all claims for failure to pay split-shift premiums; (xi) all claims for failure to provide notice of material terms of employment; and (xii) all claims asserted through California Business & Professions Code §§ 17200, *et seq.*

Option 2 – Opt Out of the Settlement

If you do not wish to participate in the settlement, you may exclude yourself from participating by submitting a written request to the Settlement Administrator expressly and clearly indicating that you have received this Notice of Class Action Settlement, decided not to participate in the settlement, and desire to be excluded from the settlement. The written request for exclusion must include your name, signature, address, telephone number, and last four digits of your Social Security Number. Sign, date, and mail the request for exclusion by First Class U.S. Mail or equivalent, to the address below.

Settlement Administrator

c/o _____

The written request to be excluded must be postmarked or faxed not later than _____, 2022. If you choose **Option 2**, you will no longer be a Class Member, and you will: (1) be barred from participating in the settlement, but you will not be deemed to have released the Released Claims; (2) be barred from filing an objection to the settlement; and (3) not receive a payment from the settlement. If you submit a request for exclusion which is not postmarked or faxed by _____, 2022, your request for exclusion will be rejected, and you will be included in the settlement class.

Option 3 – Object to the Settlement

If you decide to object to the settlement because you find it unfair or unreasonable, you must submit an objection stating why you object to the settlement. Your objection must provide: (1) your full name, signature, address, and telephone number, (2) a written statement of all grounds for the objection accompanied by any legal support for such objection; (3) copies of any papers, briefs, or other documents upon which the objection is based; and (4) a statement about whether you intend to appear at the Fairness Hearing. The objection must be mailed to the administrator at [administrator's address].

All objections must be received by the administrator by not later than _____ 2022. Late objections will not be considered. By submitting an objection, you are not excluding yourself from the settlement. To exclude yourself from the settlement, you must follow the directions described above, in Option 2. Please note that you cannot both object to the settlement and exclude yourself. You may choose only one of these two options.

You may also, if you wish, appear at the Final Fairness Hearing set for _____ at _____ a.m./p.m. in the Superior Court of the State of California, for the County of Contra Costa and discuss your objection with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the hearing.

If you choose **Option 3**, you will still be entitled to the money from the settlement. If the Court overrules your objection, you will be deemed to have released the Released Claims.

Additional Information

This Notice of Class Action Settlement is only a summary of the case and the settlement. For a more detailed statement of the matters involved in the case and the settlement, you may refer to the pleadings, the settlement agreement, and other papers filed in the case. All inquiries by Class Members regarding this Class Notice and/or the settlement should be directed to the Settlement Administrator, or Class Counsel at:

Capstone Law APC
1875 Century Park E., Suite 1000
Los Angeles, CA 90067
Phone: 1 (888) 391-3509

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, OR DEFENDANTS' ATTORNEYS WITH INQUIRIES.