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County of Los Angeles
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David W. Slayton,
Executive Officer/Clerk of Court,
By S. Drew, Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

JOSE CERON, individually, and on
behalf of other members of the general
public similarly situated,

Plaintiff,

vs.

SEVEN NINETY-TWO COMPANY,
INC., an unknown business entity; IHOP
#792, an unknown business entity; and
DOES 1 through 100, inclusive,

Defendants.

JOSE CERON, individually, and on
behalf of other aggrieved employees
pursuant to the California Private
Attorneys General Act;

Plaintiff,

vs.

SEVEN NINETY-TWO COMPANY,
INC., an unknown business entity; IHOP
#792, an unknown business entity; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: 21STCV05360 (lead)
(Consolidated with Case No.
21TRCV00365)

Honorable William F. Highberger
Department SSC10

CLASS ACTION

**DECLARATION OF BRIAN J. ST.
JOHN IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

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

Date: March 14, 2024
Time: 11:30 a.m.
Department: SSC10

Class Action Filed: February 10, 2021
PAGA Action Filed: May 17, 2021
Trial Date: None Set

DECLARATION OF BRIAN J. ST. JOHN

I, Brian J. St. John, hereby declare as follows:

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

EXPERIENCE AND ADEQUACY OF LAWYERS *for* JUSTICE, PC

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

3. Arby Aiwasian is a Member and Shareholder of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from University of California, Los Angeles and graduated magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School. From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. From approximately August 2008 to approximately December 2008 he served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the United State Court of Appeals

1 for the Ninth Circuit. He was admitted to practice law in California in 2010. He is admitted to
2 practice before all courts of the State of California and all United States District Courts in the State
3 of California. He has worked on many wage-and-hour class action and representative action cases,
4 taking the lead in taking and defending depositions, arguing motions, and attending mediations.
5 He has played an integral role in preparing matters for class certification, including and not limited
6 to, successful certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court
7 Case No. BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court
8 Case No. BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case
9 No. RG13680477). He has worked on over one hundred (100) class action or representative action
10 cases which have resulted in settlement, including and not limited to those listed in paragraph 7
11 herein.

12 4. Joanna Ghosh is a Senior Member of Lawyers for Justice, PC. She received a
13 Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of
14 Science degree from the London School of Economics in 2007, and a Juris Doctor degree from
15 Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010)
16 and in New York (since 2013) and is also admitted to practice in all U.S. District Courts in
17 California, the U.S. Bankruptcy Court for the Central District of California, and the U.S. Supreme
18 Court. She has taken and defended dozens of depositions and successfully handled motion practice
19 in class action cases regarding discovery (including and not limited to, regarding class contact
20 information), class certification (both contested class certification and stipulated class
21 certification), arbitration agreements, coordination, intervention. She has successfully handled
22 briefing and oral argument on appeal and obtained notable decisions regarding the Private
23 Attorneys General Act and employer efforts to compel arbitration of PAGA claims, e.g., *Roberto*
24 *Betancourt v. Prudential Overall Supply* (Cal., May 24, 2017) 9 Cal.App.5th 439 (Cal. Ct. App.,
25 Mar. 7, 2017), cert. denied, cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior Court*
26 (2019) 8 Cal.5th175. She also has extensive experience with class action and/or representative
27 action settlements. Under her, Edwin Aiwazian, and Arby Aiwazian's supervision, the firm has
28 handled the class certification and court approval process for hundreds of class action and/or

1 representative action matters that have successfully resolved. She is a member of the California
2 Employment Lawyers Association.

3 5. I am a Member of Lawyers *for* Justice, PC. I received my Bachelor's degree from
4 the University of California, San Diego in 2010 and earned my Juris Doctor degree from the
5 University of California, Berkeley, School of Law in 2013. I was admitted to practice law in
6 California in 2015. I am admitted to practice before all courts of the State of California and all
7 federal district courts in the State of California. I have worked on many wage and hour class action
8 and PAGA representative matters, and my work has included, *inter alia*, researching and drafting
9 pleadings, administrative notice exhaustion, drafting, negotiating, and finalizing stipulations and
10 settlement agreements, engaging in motion practice, claims evaluation and analysis, and making
11 court appearances. Prior to working at Lawyers *for* Justice, PC, I spent several years working for
12 a boutique employment and labor law firm representing employers, and, in 2019 and 2020, I was
13 employed as general counsel for a DMHC licensed discount dental plan.

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

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

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

23 b) LFJ, in association with co-counsel therein, represented the plaintiffs in a
24 wage-and-hour class action against a national retailer of household items involving allegations of
25 misclassification of the "Assistant Store Manager" position. On October 28, 2010, the court
26 granted final approval of the class action settlement. The Los Angeles County Superior Court
27 Case Number is BC413498.

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

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

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

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

22 g) LFJ, in association with co-counsel therein, represented the plaintiff in a
23 wage-and-hour class action against a multinational corporation that provides global workplace
24 solutions, involving allegations of misclassification of the “Operations Manager” position. On
25 September 16, 2014, the court granted plaintiff’s motion for class certification. The Los Angeles
26 County Superior Court Case Number is BC478769.

27 h) LFJ, in association with co-counsel therein, represented the plaintiff in a
28 wage-and-hour class and PAGA representative action against a national retailer of household

1 items, on behalf of hourly-paid or non-exempt employees. On May 27, 2015, the court granted
2 final approval of the class and PAGA representative action settlement. The San Francisco County
3 Superior Court Case Number is CGC-13-532344.

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

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

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

20 l) LFJ, in association with co-counsel therein, represented the plaintiffs in a
21 wage-and-hour class action against a national retailer of apparel, accessories, and home products,
22 involving allegations of misclassification of the “Department Manager” position. On August 12,
23 2016, the court granted the plaintiffs’ motion for class certification in part and certified a class. On
24 August 6, 2019, the court granted final approval of the class action settlement. The Alameda
25 County Superior Court Case Number is RG13680477.

26 m) LFJ represented the plaintiff in a PAGA representative action against a real
27 estate and property management company, on behalf of non-exempt employees. On November 4,
28 2016, the court granted approval of the PAGA representative action settlement. The Orange

County Superior Court Case Number is 30-2015-00775439-CU-OE-CXC.

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

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

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

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

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

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1 s) LFJ in association with co-counsel, represented the plaintiffs in a wage-and-
2 hour class and PAGA representative action against a lumber and hardware company on behalf of
3 non-exempt employees. On April 26, 2017, the court granted final approval of the class and PAGA
4 representative action settlement. The Orange County Superior Court Case Number is 30-2014-
5 00747750-CU-OE-CXC.

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

11 u) LFJ represented the plaintiff in a wage-and-hour class and PAGA
12 representative action against a food company on behalf of non-exempt employees. On June 30,
13 2017, the court granted final approval of the class and PAGA representative action settlement. The
14 Sacramento County Superior Court Case Number is 34-2015-00175871.

15 v) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
16 representative action against a chocolate company on behalf of non-exempt employees. On July
17 19, 2017, the court granted final approval of the class and PAGA representative action settlement.
18 The Alameda County Superior Court Case Number is RG15764300.

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

23 x) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
24 representative action against a manufacturer of plastic containers on behalf of non-exempt
25 employees. On October 31, 2017, the court granted final approval of the class and PAGA
26 representative action settlement. The Los Angeles County Superior Court Case Number is
27 BC577233.
28

1 y) LFJ, in association with co-counsel therein, represented the plaintiffs in a
2 wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt
3 employees. On December 11, 2017, the court granted final approval of the class and PAGA
4 representative action settlement. The Los Angeles County Superior Court Case Number is
5 BC569646.

6 z) LFJ, in association with co-counsel therein, represented the plaintiffs in a
7 wage-and-hour class and PAGA representative action against a property management company
8 on behalf of hourly-paid and non-exempt employees. On January 4, 2018, the court granted final
9 approval of the class and PAGA representative action settlement. The Los Angeles County
10 Superior Court Case Number is JCCP4819 and the Judicial Council Coordination Proceeding
11 Number is 4819.

12 aa) LFJ, in association with co-counsel therein, represented the plaintiffs in a
13 wage-and-hour class and PAGA representative action against a global provider of flexible office
14 space solutions. On February 15, 2018, the court granted final approval of the class and PAGA
15 representative action settlement. The Los Angeles County Superior Court Case Number is
16 BC498401.

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

21 cc) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
22 representative action against a behavioral health service provider on behalf of non-exempt
23 employees. On November 13, 2018, the court granted final approval of the class and PAGA
24 representative action settlement. The Alameda County Superior Court Case Number is
25 RG16811450.

26 dd) LFJ, in association with co-counsel therein, represented the plaintiff in a
27 PAGA representative action against a global provider of products and services to the energy
28 industry, on behalf of hourly-paid and non-exempt employees. On November 19, 2018, the court

1 granted approval of the PAGA representative action settlement. The Kern County Superior Court
2 Case Number is S-1500-CV-280215-SDC.

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

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

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

19 hh) LFJ, in association with co-counsel therein, on behalf of the plaintiff and
20 respondent in a PAGA representative action, successfully opposed in the trial court, and briefed
21 and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a
22 notable decision from the California Supreme Court clarifying the law regarding PAGA claims,
23 *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175. On February 21, 2020, the court granted approval
24 of the PAGA representative action settlement. The San Diego County Superior Court Case
25 Number is 34-2015-00175330.

26 ii) LFJ, in association with co-counsel therein, represents the plaintiff in a
27 wage-and-hour class and PAGA representative action against a medical equipment supplier on
28 behalf of non-exempt employees. On February 13, 2020, the court granted the plaintiff's motion

1 for class certification and certified a class. The San Bernardino County Superior Court Case
2 Number is CIVDS1505744.

3 jj) LFJ, in association with co-counsel therein, represented the plaintiff in a
4 wage-and-hour class and PAGA representative action against a large national drug testing
5 laboratory on behalf of non-exempt employees. On February 21, 2020, the court granted the
6 plaintiff's motion for class certification and certified a class. On October 28, 2022, the court
7 granted final approval of the class and PAGA representative action settlement. The San Diego
8 County Superior Court Case Number is 37-2018-00019611-CU-OE-CTL.

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

15 ll) LFJ, in association with co-counsel therein, represented the plaintiffs in a
16 wage-and-hour class action against manufacturer and supplier of power products and services on
17 behalf of non-exempt employees. On July 31, 2020, the court granted in part the plaintiffs' motion
18 for class certification and certified a class. On August 27, 2021, the court granted final approval
19 of the class action settlement. The San Diego County Superior Court Case Number is 37-2015-
20 00025968-CU-OE-CTL.

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

25 nn) LFJ represents the plaintiffs in a wage-and-hour class action against a
26 manufacturer and distributor of commercial dish and glass cleaning machines and supplies for the
27 restaurant and hospitality industries, on behalf of hourly-paid or non-exempt employees. On July
28 13, 2023, the court granted the plaintiffs' motion for class certification and certified a class. The

Los Angeles County Superior Court Case Number is BC707670.

BASIC INFORMATION ABOUT THE CASE AND REACHING THE SETTLEMENT

7. Marked and attached hereto as “**EXHIBIT A**” is the Joint Stipulation and Agreement for Class and Representative Action Settlement and Release (“Settlement,” “Agreement,” or “Settlement Agreement”) entered into by and between Plaintiff Jose Ceron (“Plaintiff”), individually and on behalf of all others similarly situated and other aggrieved employees, on the one hand, and Defendant Seven Ninety Two Company, Inc. (“Defendant”), on the other hand (collectively, the “Parties”). The Parties and their counsel have approved the proposed Notice of Class and PAGA Action Settlement and Hearing Date for Final Court Approval (“Class Notice”), which is attached to the Settlement Agreement as “Exhibit 1” and respectfully request that the Court approve it as well.

8. Based on information provided by Defendant, as of January 14, 2022, the Class is estimated to consist of approximately one hundred ninety (190) individuals.

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

10. On March 11, 2021, Plaintiff provided written notice to the California Labor and Workforce Development Agency (“LWDA”) by online submission and to Defendant Seven Ninety Two Company, Inc. by Certified Mail, of the specific provisions of the California Labor Code that Defendant are alleged to have violated. A true and correct copy of the notice is attached hereto as “**EXHIBIT B.**”

11. Since the above-captioned action was commenced, Class Counsel has litigated the case for several years and was actively preparing the matter for class certification and trial. The

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

21 12. Prior to reaching the Settlement, Class Counsel investigated the veracity, strength,
22 and scope of the claims, and were preparing the actions for class certification and trial. Class
23 Counsel conducted significant investigation and informal discovery regarding the facts of the
24 cases, including and not limited to, the exchange, review, and analysis of a large volume of
25 information, documents, and data obtained from Defendant, Plaintiff, and other sources. The
26 volume of data and documents that Class Counsel reviewed and analyzed included and was not
27 limited to: Plaintiff's employment records, a detailed sampling of Plaintiff's and other Class
28 Members' time data and pay records, Defendant's Employee Handbook, Defendant's operations

1 and employment practices, forms, procedures, and policies (including, and not limited to,
2 Compensation Policy, Confidentiality Agreement, Timekeeping Policy, Rest and Meal Periods
3 policy, and Meal Period Waiver), among other information and documents. Class Counsel had
4 the opportunity to interview Plaintiff and other Class Members to gather information regarding
5 the facts and circumstances surrounding Plaintiff's and putative class members' employment and
6 to identify potential witnesses. Counsel for the Parties met and conferred on numerous occasions,
7 e.g., to discuss issues relating to the pleadings, informal discovery, and the production of
8 documents and data prior to the mediation. Class Counsel drafted Plaintiff's mediation brief and
9 prepared for and attended court proceedings, settlement negotiations, and the mediation, among
10 other tasks.

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

17 14. The Settlement provides for a Gross Settlement Amount of Six Hundred Ninety-
18 Five Thousand Dollars and Zero Cents (\$695,000.00). The Net Settlement Amount is the Gross
19 Settlement Amount less the following amounts subject to approval by the Court: Attorneys' Fees
20 and Expenses, Service Award, Administration Expenses, and the PAGA Payment. Assuming that
21 the amounts allocated under the Settlement toward these payments are awarded by the Court, the
22 Net Settlement Amount that will be available for distribution to the Settlement Class Members is
23 currently estimated to be Three Hundred Twenty Thousand Eight Hundred Thirty-Three Dollars
24 and Thirty-Three Cents (\$320,833.33). Additionally, 75% of the PAGA Penalties (i.e., the LWDA
25 Payment), which is \$75,000.00 out of \$100,000.00, will be distributed to the LWDA and 25% of
26 the PAGA Penalties ("Aggrieved Employee Amount"), which is \$25,000.00 out of \$100,000.00,
27 will be distributed to Aggrieved Employees on a *pro-rata* basis. The Net Settlement Amount will
28 be fully distributed in accordance with the terms of the Settlement and there is no reversion to

1 Defendant.

2 15. The Parties have agreed to retain Simpluris, Inc. (“Simpluris” or “Settlement
3 Administrator”) to handle the notice and settlement administration process. The Parties
4 respectfully request that the Court appoint Simpluris to handle these procedures and serve as the
5 Settlement Administrator. Defendant will provide the Settlement Administrator with a list of Class
6 Members that Defendant will compile from its records, which will include each Class Member’s
7 full name, last known mailing-address, Social Security number, Workweeks during the Class
8 Period, and Workweeks during the PAGA Period (“Class Data”). The Settlement Administrator
9 will calculate each Settlement Class Member’s estimated *pro-rata* share of the Net Settlement
10 Amount (“Individual Settlement Payment”) and each Aggrieved Employee’s estimated *pro-rata*
11 share of the twenty-five percent (25%) portion of the PAGA Penalties (“Individual PAGA
12 Payment”). The Settlement Administrator will also receive Requests for Exclusion from the
13 Settlement, objections to the Settlement, and Workweek Disputes; provide necessary reports and
14 declarations; calculate, subtract, and transmit necessary taxes and withholdings; prepare and
15 submit informational and other tax filings and documents; issue and transmit all payments
16 provided for by the Settlement, including and not limited to, mailing payments to the Settlement
17 Class Members and Aggrieved Employees; providing the necessary translations for the Class
18 Notice (Spanish and Vietnamese); and perform any other usual and customary duties for
19 administering a class action settlement. On a weekly basis, the Settlement Administrator will
20 provide reports to Class Counsel and Defense Counsel with summary information as to the number
21 of valid and timely Requests for Exclusion and complete and timely Objections received. The
22 Settlement Administrator will serve on Class Counsel and Defense Counsel via e-mail date-
23 stamped copies of the original Requests for Exclusion and Objections no later than five (5)
24 calendar days after their receipt. The Settlement Administrator will provide Class Counsel with
25 proof of mailing of the Class Notice, without listing individual Class Member names or contact
26 information, which the Settlement Administrator will file with the Court at the time Class Counsel
27 files its motion for final approval of the Settlement. The Administration Expenses are currently
28 estimated not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) and will be paid out

1 of the Gross Settlement Amount, subject to approval of the Court. Class Counsel represent that
2 they do not, nor does Plaintiff, have any interest or relationship, financial or otherwise, with the
3 Settlement Administrator other than a professional relationship arising out of prior experiences
4 administering settlements.

5 16. Based on investigation and information discovered, Class Counsel believe that there
6 is sufficient evidence to support the allegations made in the lawsuits, including the allegations that
7 Defendant, with respect to Plaintiff and the putative class members and aggrieved employees, *inter*
8 *alia*, failed to properly pay overtime and minimum wages and associated premium pay, failed to
9 provide compliant meal and rest periods and to pay associated premium pay, failed to timely pay
10 wages during employment and upon termination of employment, failed to provide compliant wage
11 statements, failed to maintain requisite payroll records, and failed to reimburse necessary business
12 expenses, and thereby engaged in unfair business practices and conduct giving rise to penalties
13 recoverable under the Private Attorneys General Act of 2004 (California Labor Code sections
14 2698, et seq.). Plaintiff also asserted that he and other putative class members and aggrieved
15 employees were expected to perform similar job duties and were subject to the same or similar
16 operations and employment policies, practices, and procedures. Additionally, Plaintiff asserted
17 that Defendant's recordkeeping practices with respect to Plaintiff and putative class members and
18 aggrieved employees were substantially the same during the time period at issue. As a result of
19 said alleged uniform practices, Plaintiff claims that they and putative class members and aggrieved
20 employees were uniformly not paid all of the compensation that was owed to them by Defendant.
21 Thus, in Class Counsel's view, it is clear that the outcome of this litigation would be determined
22 by Defendant's uniform operations and employment practices, policies, and procedures that
23 Plaintiff alleges applied across their hourly-paid or non-exempt employees in California during
24 the relevant time period.

25 17. Class Counsel are aware of the defenses and position of Defendant, but believe that
26 Plaintiff could potentially obtain class certification despite many obstacles. Class Counsel have
27 also taken into account the uncertainty and risk of the outcome of further litigation, and the
28 difficulties and delays inherent in such litigation, including those involved in class certification

1 and/or representative adjudication. Class Counsel further recognizes the burdens of proof
2 necessary to establish liability for the claims asserted in the lawsuits, Defendant's defenses, and
3 the difficulties in establishing entitlement to monetary recovery. Class Counsel have also
4 considered the Parties' settlement discussions, as well as the evaluations of the mediator, who is
5 experienced and well-regarded in complex labor and employment matters.

6 18. Defendant, on the other hand, denied and continues to deny any liability and
7 wrongdoing of any kind associated with the claims alleged in the lawsuits, and further deny that
8 the lawsuits are appropriate for class treatment or representative adjudication for any purpose other
9 than this Settlement. Defendant believes that they would ultimately succeed in the matter. Both
10 sides have also had the opportunity to conduct investigations and gather documents and
11 information relating to Plaintiff's, Class Members' and Aggrieved Employees' employment with
12 Defendant, and Defendant's operations and employment policies, practices, and procedures.
13 Counsel for the Parties also reviewed and analyzed a volume of documents and data, including but
14 not limited to a detailed sampling of Class Members' and Aggrieved Employees' time and pay
15 information, to determine the potential value and strength of the claims. The available information
16 enabled Class Counsel to assess and value the class and PAGA claims and prepare violation,
17 damages, and penalties analyses and models. Accordingly, counsel for the Parties have conducted
18 adequate investigation to be sufficiently informed of the nature and extent of the class and PAGA
19 claims, and to enable both sides to fully evaluate the Settlement for its fairness, adequacy, and
20 reasonableness. The Settlement takes into account the strengths and weaknesses of each side's
21 position and the uncertainty of how the cases might have concluded at certification, trial, and/or
22 appeals.

23 19. The Settlement Agreement provides for Class Counsel to apply for attorneys' fees
24 in an amount of up to thirty-five percent (35%) of the Gross Settlement Amount
25 (i.e., \$243,500.00) and expenses and costs in an amount not to exceed Twenty-Five Thousand
26 Dollars and Zero Cents (\$25,000.00), which will be paid out of the Gross Settlement Amount,
27 subject to approval by the Court. Although the Settlement Agreement provides for Attorneys'
28 Fees up to 35% of the Gross Settlement Amount, Class Counsel only seeks fees equal to one-third

1 of the Gross Settlement Amount, or Two Hundred Thirty-One Thousand Six Hundred Sixty-Six
2 Dollars and Sixty-Seven Cents (\$231,666.67). It should be noted that Class Counsel have borne
3 all of the risks and costs of litigation and will not receive any compensation until recovery is
4 obtained.

5 20. The Settlement Agreement provides for payment of up to Seven Thousand Five
6 Hundred Dollars and Zero Cents (\$7,500.00) to Plaintiff as Service Award, to be paid out of the
7 Gross Settlement Amount subject to approval by the Court. Plaintiff spent considerable time and
8 effort to produce relevant documents and past employment records and to provide the facts and
9 evidence necessary to attempt to prove the allegations. Plaintiff was available whenever Class
10 Counsel needed him and actively tried to obtain information that would facilitate the pursuit of the
11 matter. Accordingly, it is appropriate and just for Plaintiff to receive a Service Award, in addition
12 to an individual settlement payment, for services performed in the matter on behalf of the Class,
13 Aggrieved Employees, and the State of California.

14 21. Class Counsel submits that the Settlement is fair, reasonable, and adequate, and is
15 in the best interest of Plaintiff, the Class, Aggrieved Employees, and the State of California. Class
16 Counsel further submit that the Settlement is within an acceptable range of recovery for this type
17 of litigation given the strengths and weaknesses of the cases, the inherent costs and risks of further
18 litigation, and the costs and risks associated with class certification, representative adjudication,
19 trial, and/or appeals.

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

22 Executed on this 16th day of February 2024, at Glendale, California.

23 

24 _____
25 Brian J. St. John
26
27
28

EXHIBIT A

**JOINT STIPULATION AND AGREEMENT FOR CLASS AND REPRESENTATIVE
ACTION SETTLEMENT AND RELEASE**

This Joint Stipulation and Agreement for Class and Representative Action Settlement and Release is made and entered into by Plaintiff Jose Ceron ("Plaintiff"), individually and on behalf of all others similarly situated and aggrieved employees, and Seven Ninety Two Company, Inc. ("Defendant") (collectively, Plaintiff and Defendant are referred to as the "Parties"). This Stipulation is intended to settle and release the following:

1. Plaintiff Jose Ceron, as an individual, from all of his alleged claims, and all claims he could have alleged against Defendant, as defined further herein; and
2. All Class Members and Aggrieved Employees from their claims against Defendant, as defined further herein.

This Stipulation is subject to the approval of the Court and is made for the sole purpose of attempting to consummate settlement and resolution of the Actions and Released Claims, as defined below, subject to the following terms and conditions. As detailed below, in the event the Court does not enter an order granting final approval of the Settlement, as defined below, or the conditions precedent are not met for any reason, this Stipulation is void and of no force or effect whatsoever.

This Stipulation shall be binding on Plaintiff, Settlement Class Members (as defined herein), the State of California, as to the employment of Aggrieved Employees (as defined below), and on Defendant, subject to the terms and conditions hereof and the approval of the Court.

I. DEFINITIONS

As used in this Stipulation, the following terms shall have the meanings specified below. To the extent terms or phrases used in this Stipulation are not specifically defined below, they are defined elsewhere in this Stipulation.

1.1 "Actions" or "Litigation" mean the lawsuits pending in the Court, entitled *Jose Ceron v. Seven Ninety Two Company, Inc., et al.* ("Ceron Class Action"), filed on February 10, 2021, in the Los Angeles County Superior Court, and assigned Case No. 21STCV05360 and *Jose Ceron v. Seven Ninety Two Company, Inc., et al.* ("Ceron PAGA Action"), filed on May 17, 2021, in the Los Angeles County Superior Court, and assigned Case No..

1.2 “Administration Expenses” shall include all costs and expenses associated with and paid to the Settlement Administrator, which are anticipated not to exceed Ten Thousand Dollars (\$10,000).

1.3 “Aggrieved Employees” means all current and former hourly-paid or non-exempt employees who worked for Defendant in the State of California at any time during the PAGA Period.

1.4 “Attorneys’ Fees and Expenses” means attorneys’ fees for Class Counsel’s litigation and resolution of the Actions and all actual costs incurred and to be incurred by Class Counsel in the Actions.

1.5 “Class” or “Class Members” means all current and former hourly-paid or non-exempt employees who worked for Defendant within the State of California at any time during the Class Period.

1.6 “Class Counsel” and “Plaintiff’s Counsel” mean:

LAWYERS *for* JUSTICE, PC
Arby Aiwazian, Esq.
Joanna Ghosh, Esq.
Brian St. John, Esq.
410 West Arden Avenue, Suite 203
Glendale, California 91203

1.7 “Class Notice” means the Notice of Proposed Class Action Settlement and Hearing Date for Court Approval, as set forth in the form of **Exhibit 1** attached hereto, or as otherwise approved by the Court, which is to be mailed to Class Members.

1.8 “Class Period” means the time period from February 10, 2017 up to and including May 15, 2022.

1.9 “Class Settlement” means the settlement and resolution of the Released Class Claims.

1.10 “Complaints” shall mean the Class Action Complaint for Damages filed in the *Ceron* Class Action on February 10, 2021 and the Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. filed in the *Ceron* PAGA Action on May 17, 2021.

1.11 “Counsel for Defendant” or “Defense Counsel” means Beth A. Kahn and Matthew Richardson of Musick, Peeler & Garrett LLP.

1.12 “Court” means the Superior Court of the State of California, for the County of Los Angeles.

1.13 “Defendant” means Seven Ninety Two Company, Inc., defendant in the Actions.

1.14 “Effective Date” shall be the date when all of the following events have occurred: (a) this Stipulation has been executed by all Parties and by Class Counsel and Defense Counsel; (b) the Court has given preliminary approval to the Settlement; (c) notice has been given to the Class Members providing them with an opportunity to opt out of the Class Settlement; (d) the Court has held a Final Approval Hearing and entered the Final Approval Order and Judgment; and (e) the later of the following events: the expiration of the period for filing any appeal, writ, or other appellate proceeding challenging the Final Approval Order and Judgment has elapsed without any appeal, writ or other appellate proceeding having been filed; or the dismissal of any appeal, writ, or other appellate proceeding opposing the Settlement with no right to pursue further remedies or relief; or any appeal, writ, or the issuance of such other final appellate order upholding the Final Approval Order and Judgment with no right to pursue further remedies or relief. In this regard, it is the intention of the Parties that the Settlement shall not become effective until the Final Approval Order and Judgment is completely final and there is no further recourse by an appellant or objector who seeks to contest the Settlement.

1.15 “Employment and Payroll Taxes” shall mean the employer’s share of state and federal employment and payroll taxes and withholdings with respect to the wage-portion of Individual Settlement Amounts, which is not included in the Gross Settlement Amount that Defendant will pay (subject to the occurrence of the Effective Date).

1.16 “Gross Settlement Amount” means the agreed upon non-reversionary settlement amount totaling Six Hundred Ninety-Five Thousand Dollars and Zero Cents (\$695,000.00) to be paid by Defendant in full settlement of the Actions and Released Claims, including the PAGA Payment, Administration Expenses, Attorneys’ Fees and Expenses, and Service Award, as further described in Section 6.1. The Gross Settlement shall be distributed after the payment has been made to a qualified settlement account in accordance with the following payment schedule:

1 i. Payment: \$695,000.00 paid to a qualified settlement account 30 calendar days after the
2 Effective Date.

3 1.17 "Hearing on Preliminary Approval" or "Preliminary Approval Hearing" mean the
4 hearing held on the motion for preliminary approval of the Settlement.

5 1.18 "Individual PAGA Amount" means an Aggrieved Employee's *pro rata* share of the
6 Aggrieved Employee Amount that an Aggrieved Employee is eligible to receive for the PAGA
7 Settlement.

8 1.19 "Individual Settlement Amount" means a Class Member's total gross *pro rata* share of
9 the Net Settlement Amount that a Class Member may be eligible to receive under the Class
10 Settlement, which shall be allocated and distributed to Class Members based on the number of
11 Workweeks credited to the Class Member, as further described in Section 6.2 of this Stipulation.

12 1.20 "Individual Settlement Payment" shall mean the net payment of each Settlement Class
13 Member's Individual Settlement Amount, after reduction for the employee's share of taxes and
14 withholdings with respect to the wages portion of the Individual Settlement Amounts, as further
15 described in Section 6.2 of this Stipulation.

16 1.21 "Jose Ceron," "Plaintiff," or "Class Representative" mean Jose Ceron, the named
17 plaintiff in the Actions, who will represent the Class subject to court approval.

18 1.22 "Judgment" or "Final Approval Order and Judgment" mean the order finally certifying
19 the Class for settlement purposes and finally approving this Stipulation and Settlement and entering
20 judgment, which shall constitute approval pursuant to California Rule of Court 3.769(a) and be a
21 judgment for purposes of California Rule of Court 3.771(a).

22 1.23 "Last Known Address" means the most recently recorded mailing address for a Class
23 Member that is contained in the employment, payroll, or personnel records maintained by Defendant.

24 1.24 "LWDA" means California's Labor and Workforce Development Agency, and
25 necessarily includes the Division of Labor Standards and Enforcement (DLSE) within the Department
26 of Industrial Relations (DIR).

27 1.25 "NCOA Check" means within fifteen (15) calendar days from the Preliminary
28 Approval Date, the Settlement Administrator will perform a National Change of Address ("NCOA")

1 check for Class Members' most current address based on the information provided by Defendant, prior
2 to mailing the Court-approved Class Notice to the Class Members.

3 1.26 "Net Settlement Amount" means the portion of the Gross Settlement Amount that is
4 available for distribution to Settlement Class Members, which is the Gross Settlement Amount less the
5 Court-approved Service Award, Attorneys' Fees and Expenses, Administration Expenses, and PAGA
6 Payment, as further described in Section 6.1 of this Stipulation.

7 1.27 "Notice Mailing Deadline" means the deadline for the Settlement Administrator to mail
8 the Class Notice to Class Members, which shall be no later than thirty (30) calendar days after the
9 Preliminary Approval Date. "Objection" means a Settlement Class Member's written objection to the
10 Class Settlement, which must: (1) contain the Settlement Class Member's full name, address,
11 telephone number, last four digits of Social Security number, and signature; (2) contain the case name
12 and number of the *Ceron* Class Action; (3) contain a written statement of all grounds for the objection
13 accompanied by any legal support for such objection; (4) contain copies of any papers, briefs, or other
14 documents upon which the objection is based; (5) identify any counsel representing the Settlement
15 Class Member in connection with the Objection; and (6) be submitted by mail to the Settlement
16 Administrator at the specified address, postmarked on or before the Response Deadline.

17 1.28 "PAGA Payment" means, subject to the approval of the Court, the amount of One
18 Hundred Thousand Dollars and Zero Cents (\$100,000.00), from the Gross Settlement Amount, for
19 penalties under the Labor Code Private Attorneys General Act of 2004, as codified at California Labor
20 Code § 2698, *et seq.* ("PAGA"), allocated 75% to the LWDA, or Seventy-Five Thousand Dollars and
21 Zero Cents (\$75,000.00) ("LWDA Payment") and 25% to the Aggrieved Employees, or Twenty-Five
22 Thousand Dollars and Zero Cents (\$25,000.00) ("Aggrieved Employee Amount").

23 1.29 "PAGA Period" means the time period from March 11, 2020 up to and including May
24 15, 2022.

25 1.30 "Parties" or "Settling Parties" mean, collectively, Plaintiff and Defendant
26 (individually they are each referred to as "Party" or "Settling Party").
27
28

1.31 "Pay Periods" means the total number of pay periods each Aggrieved Employees worked for Defendant as an hourly-paid or non-exempt employee for at least one day, during the PAGA Period.

1.32 "Preliminary Approval Date" shall mean the date on which the Court grants preliminary approval of the Settlement.

1.33 "Preliminary Approval Order" shall mean an order to be executed and filed by the Court, which will constitute an order certifying a provisional class for settlement purposes only pursuant to California Rule of Court 3.769(d) and an order setting a final approval/fairness hearing pursuant to California Rule of Court 3.769(e).

1.34 "Released Claims" means any and all federal and California state law wage-and-hour claims, rights, demands, liabilities, and/or causes of action of every nature and description arising from any and all claims that were alleged or could have been alleged in the Complaints based on the facts contained therein, including, without limitation, statutory, constitutional, contractual, and/or common law claims for wages, reimbursements, damages, unpaid costs, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief, including without limitation, California Labor Code sections 201, 202, 203, 204, 226, 226(a), 226(e), 226(h), 226.7, 226.7(c), 510, 512, 512(a), 1174(d), 1174.5, 1194, 1194(a), 1194.2, 1197, 1197.1, 1198, 2800, and 2802, including any federal counterparts, California Code of Civil Procedure §§ 382 & 1021.5, California Business and Professions Code section 17200, *et seq.*, any IWC Wage Orders, any claims for (1) Violation of Labor Code §§ 510 and 1198 (unpaid overtime); (2) violation of Labor Code §§ 226.7 and 512(a) (unpaid meal period premiums); (3) violation of Labor Code § 226.7 (unpaid rest periods); (4) violation of Labor Code §§ 1194, 1197, 1197.1 (unpaid minimum wages); (5) violation of Labor Code §§ 201 and 202 (final wages not timely paid); (6) violation of Labor Code § 204 (wages not timely paid during employment); (7) violation of Labor Code § 226(a) (non-compliant wage statements); (8) violation of Labor Code § 1174(d) (failure to keep requisite payroll records); (9) violation of Labor Code §§ 2800 and 2802 (unreimbursed business expenses); (10) violation of California Business & Professions Code §§ 17200, *et seq.*; and (11) violation of Labor Code § 2698, *et seq.*

1.35 “Released Class Claims” means any and all Released Claims arising during the Class Period other than those arising under the Private Attorneys General Act, California Labor Code section 2698, *et seq.*

1.36 “Released PAGA Claims” means any and all Released Claims arising under the Private Attorneys General Act, California Labor Code Section 2698, *et seq.*, including but not limited to the LWDA Notice, dated March 11, 2021, LWDA Case No. LWDA-CM-825163-21, and any and all civil penalties under PAGA arising from or relating to alleged violations of Labor Code sections 201, 202, 203, 204, 210, 218.5, 226(a), 226.7, 510, 512, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, 2698 *et seq.*, 2699 *et seq.*, 2699.3, 2699.5; California Code of Regulations, Title 8, Section 11010 *et seq.*; and Industrial Welfare Commission Wage Order, including *inter alia* Wage Orders 4-2001 and 5-2001, arising during the PAGA Period.

1.37 “Released Parties” shall mean Defendant Seven Ninety Two Company, Inc., IHOP #792, and all of their respective current and former parents, subsidiaries, predecessors, successors, and their affiliated entities, and each of their respective owners, officers, directors, employees, partners, shareholders, agents, and any other successors, heirs, assigns, legal representatives, any attorneys, insurers, and claims representatives.

1.38 “Request for Exclusion” means a request in writing by a Class Member to be excluded from the Class Settlement which must: (1) contain the Class Member’s full name, address, telephone number, last four digits of Social Security number, and signature; (2) contain the case name and number of the *Ceron* Class Action; (3) contain a statement indicating that he or she wishes to be excluded from the Class Settlement; and (4) be submitted by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

1.39 “Response Deadline” means the deadline for a Class Member to submit a Request for Exclusion, Objection, and/or Workweeks Dispute, by mail to the Settlement Administrator, which is no later than forty-five (45) calendar days after the Class Notice is mailed to the Class.

1.40 “Service Award” means any additional monetary payment provided to the Class Representative for his efforts and risks on behalf of the Class Members and Aggrieved Employees in

1 the Actions, not to exceed Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00), subject
2 to Court approval.

3 1.41 “Settlement Hearing” or “Final Approval Hearing” or “Settlement Fairness Hearing”
4 mean a hearing set by the Court for the purpose of: (i) determining the fairness, adequacy, and
5 reasonableness of the Stipulation and associated settlement pursuant to class action procedures and
6 requirements; (ii) determining the good faith of the Stipulation and associated settlement; and (iii)
7 entering the Final Approval Order and Judgment. This hearing is intended to be the settlement hearing
8 or final approval hearing required under California Rule of Court 3.769(a).

9 1.42 “Settlement Administrator” means Simpluris, Inc., which the Parties have agreed will
10 be responsible for administration of the Settlement and related matters, subject to approval and
11 appointment by the Court. The Parties and their counsel each represent that they do not have any
12 financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement
13 Administrator that could create a conflict of interest.

14 1.43 “Settlement Class” or “Settlement Class Member(s)” means any, or collectively all
15 Class Members who do not submit timely and valid Requests for Exclusion to opt out of the Class
16 Settlement pursuant to Section 5.6 and, thus, become bound by the Judgment.

17 1.44 “Settlement” shall mean the settlement embodied in this Stipulation, which is subject to
18 Court approval.

19 1.45 “Stipulation” means this Joint Stipulation and Agreement for Class and Representative
20 Action Settlement and Release and all of its attachments and exhibits, which the Settling Parties
21 understand and agree sets forth all material terms and conditions of the Settlement between them, and
22 which is subject to Court approval.

23 1.46 “Updated Address” means a mailing address that was located by way of NCOA Check
24 or Experian Skip Tracing or an updated mailing address provided by the United States Postal Service
25 or a Class Member.

26 1.47 “Workweeks” means the total number of weeks each Class Member worked for
27 Defendant as an hourly-paid or non-exempt employee for at least one day, during the Class Period.
28

1.48 “Workweeks Dispute” means a Class Member’s written letter to the Settlement Administrator disputing the number of Workweeks to which the Class Member has been credited, which must: (1) contain the full name, address, telephone number, last four digits of the Social Security number, and signature of the disputing Class Member; (2) contain the case name and number of the *Ceron* Class Action; (3) clearly state that the Class Member disputes the number of Workweeks credited to him or her and states what number(s) of Workweeks he or she contends should be credited to him or her; (4) include information and/or attaches documentation demonstrating that the number of Workweeks that he or she contends should be credited to him or her are correct; and (5) be submitted by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

II. **FACTUAL & PROCEDURAL BACKGROUND OF ACTION**

2.1 Plaintiff’s Claims – Class Action Complaint: On February 10, 2021, Plaintiff Jose Ceron, a former employee of Defendant, filed the *Ceron* Class Action against Defendant Seven Ninety-Two Company, Inc. and IHOP #792 alleging that Defendant has, with respect to Plaintiff and the Class Members, allegedly violated multiple provisions of the California Labor Code and wage and hour laws, by asserting causes of action for (1) violation of Labor Code §§ 510 and 1198 (unpaid overtime); (2) violation of Labor Code §§ 226.7 and 512(a) (unpaid meal period premiums); (3) violation of Labor Code § 226.7 (unpaid rest periods); (4) violation of Labor Code §§ 1194, 1197, 1197.1 (unpaid minimum wages); (5) violation of Labor Code §§ 201 and 202 (final wages not timely paid); (6) violation of Labor Code § 204 (wages not timely paid during employment); (7) violation of Labor Code § 226(a) (non-compliant wage statements); (8) violation of Labor Code § 1174(d) (failure to keep requisite payroll records); (9) violation of Labor Code §§ 2800 and 2802 (unreimbursed business expenses); and (10) violation of California Business & Professions Code §§ 17200, et seq.

2.2 Plaintiff’s Claims - PAGA Complaint: On March 11, 2021, Plaintiff provided written notice by certified mail to the LWDA and by online submission to Defendant of the specific provisions of the California Labor Code that were allegedly violated by Defendant (“LWDA Notice”). On May 17, 2021, Plaintiff Jose Ceron, filed the *Ceron* PAGA Action asserting one cause of action for civil penalties under PAGA arising from or relating to alleged violations of Labor Code sections 201,

202, 203, 204, 210, 218.5, 226(a), 226.7, 510, 512, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, 2698, et seq., 2699 et seq., 2699.3, 2699.5, California Code of Regulations Title 8 Section 11010, et seq. and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Order 4-2001 and 5-2001.

2.3 Discovery, Investigation, & Research: Class Counsel has conducted a thorough investigation into the facts of the Actions, including extensive informal discovery and exchange of a volume of documents and information, which included and was not limited to, Defendant's production of a sampling of information/data for the putative class members to allow Plaintiff to perform an analysis and valuation of all claims. Prior to mediation, the Parties exchanged information and documents to investigate the veracity, strength, and scope of the claims, and to allow analysis and evaluation of the claims and Defendant's defenses thereto. The Class Representative has vigorously prosecuted this case, and Defendant has vigorously contested it.

2.4 Mediation: On January 14, 2022, the Settling Parties participated in a full-day mediation before experienced employment mediator Eve Wagner, Esq. At mediation, the Parties exchanged information and documents, and engaged in intensive discussions regarding their evaluations of the Litigation and various aspects of the Litigation, including the risks and delays of further litigation, the risks to the Settling Parties of proceeding with class certification, the law relating to the allegations, the evidence produced and analyzed, and the possibility of appeals, among other things. With the assistance of the mediator's evaluation, the Parties reached a settlement of the Actions. Based on the information, data, and documents exchanged, and Class Counsel's own independent investigation and evaluation, Class Counsel is of the opinion that the settlement with Defendant for the consideration and on the terms set forth in this Stipulation is fair, reasonable, and adequate and is in the best interest of the Class Members in light of all known facts and circumstances. Further, the Class Representative has carefully evaluated the terms of the Settlement, and based upon that review, has determined that it is fair, reasonable, and adequate.

2.5 Allegations of the Class Representative and Benefits of Settlement:

(a) Class Representative and Class Counsel have assessed the Parties' positions and evaluated the value of the claims of the Class based on the exchange of information and documents,

1 the mediation session, and discussions between counsel. The information and documents exchanged
2 by the Parties and settlement discussions are sufficient to reliably assess the merits of the Parties'
3 respective positions and to compromise the issues on a fair and equitable basis.

4 (b) Plaintiff and Class Counsel believe that the claims, causes of action, allegations
5 and contentions asserted in the Actions have merit. However, Plaintiff and Class Counsel recognize
6 and acknowledge the expense and delay of continued lengthy proceedings necessary to prosecute the
7 Actions against Defendant through trial and through appeals. Class Counsel has taken into account the
8 uncertain outcome of the litigation, the risk of continued litigation in complex actions such as this, as
9 well as the difficulties and delays inherent in such litigation, and the potential difficulty of obtaining
10 certification of the *Ceron* Class Action as well as trying the claims of the Class Members. Class
11 Counsel is mindful of the potential problems of proof under, and possible defenses to, the claims
12 alleged in the Actions. Class Counsel has also taken into account Defendant's potential defenses to
13 Plaintiff's allegations. Class Counsel believes that the Settlement set forth in this Stipulation confers
14 substantial benefits upon Plaintiff and the Settlement Class Members and that an independent review
15 of this Stipulation by the Court in the approval process will confirm this conclusion. Based on their
16 own independent investigation and evaluation, Class Counsel has determined that the Settlement set
17 forth in the Stipulation is in the best interests of Plaintiff, the Class Members, State of California, and
18 Aggrieved Employees.

19 2.6 No Admissions or Concessions Regarding Fault or Liability:

20 (a) Whether or not the Settlement is finally approved, this Stipulation and
21 compliance with this Stipulation shall not be construed as an admission, concession, or indication by
22 either Party with respect to fault or liability whatsoever for the claims asserted in the Actions, or as an
23 admission by either Party that the Actions are either appropriate or inappropriate for class certification
24 or representative adjudication. Parties are agreeing that the Actions are appropriate for class
25 certification and representative adjudication only for the purposes of settlement as described within
26 this Stipulation.

27 (b) Pursuant to California Evidence Code §§ 1152, 1154, and any other analogous
28 rules of evidence that are applicable, neither the Stipulation, nor any act performed or document

1 executed pursuant to, or in furtherance of, the Stipulation: (i) is or may be deemed to be or may be
2 used as an admission or evidence of, the validity of any Released Claims, or of any wrongdoing or
3 liability of the Released Parties, or any of them; or (ii) is or may be deemed to be or may be used as an
4 admission or evidence of any fault or omission of the Released Parties, or any of them, in any civil,
5 criminal or administrative proceeding in any court, administrative agency, or other tribunal. Plaintiff
6 and Class Counsel agree not to argue or present any argument, and hereby waive any argument, that
7 Defendant could not contest (or is estopped from contesting) collective or representative action
8 treatment pursuant to California Labor Code §§ 2698, *et seq.*, and/ or class action treatment pursuant
9 to California Code of Civil Procedure § 382, or any corresponding law or rule, on any grounds if the
10 Court fails to enter Judgment. This Stipulation shall not be deemed an admission by Defendant that
11 collective or representative action pursuant to California Labor Code § 2698, *et seq.* and/or class
12 action treatment pursuant to California Code of Civil Procedure § 382, or any corresponding law or
13 rule in the Actions is proper or cannot be contested on any grounds, nor shall the Stipulation be
14 grounds for estoppel against Defendant's right to contest class, representative or collective action
15 treatment for any purpose other than this Stipulation.

16 2.7 Defendant's Denial of Wrongdoing or Liability:

17 Defendant denies and continues to deny each and all of the allegations, claims, and contentions alleged
18 by Plaintiff in the Actions. Defendant has expressly denied and continues to deny all charges of
19 wrongdoing or liability against it arising out of any of the conduct, statements, acts or omissions
20 alleged in the Actions. Defendant contends that it complied in good faith with California and federal
21 wage and hour laws and have dealt legally and fairly with Plaintiff and Class Members. Defendant
22 contends that it timely paid at least minimum wage, and when necessary, it paid overtime and meal
23 period premiums. Further, Defendant contends that it provided compliant meal and rest periods and
24 compliant wage statements. Defendant contends that it kept requisite payroll records and reimbursed
25 business expenses. Defendant denies that it violated California Business & Professions Code §§
26 17200, *et seq.* Defendant contends that it complied with all applicable wage and hour laws, and all
27 other laws, at all times, and that, if this matter were to be further litigated, it would have strong
28 defenses on the merits and as to class certification. Further, Defendant denies that, for any purpose

1 other than settling the Actions, these claims are appropriate for class or representative treatment.
2 Nonetheless, Defendant has concluded that further proceedings in the Actions would be protracted and
3 expensive and agree to the Actions being fully and finally settled in the manner and upon the terms
4 and conditions set forth in this Stipulation in order to dispose of burdensome and protracted litigation,
5 to permit the operation of Defendant's business without further expensive litigation and the distraction
6 and diversion of Defendant's personnel with respect to matters at issue in the Actions. In entering into
7 this Stipulation, Defendant has also taken into account the uncertainty and risks inherent in any
8 litigation, especially in complex cases such as the Actions.

9 (a) Defendant does not waive, but rather expressly reserves, all rights to challenge
10 all such claims and allegations in the Actions upon all procedural and factual grounds, including
11 without limitation the ability to challenge class treatment or representative adjudication on any
12 grounds or to assert any and all defenses or privileges if this Stipulation is deemed void or does not
13 take effect.

14 2.8 Intent of the Settlement: The Settlement set forth herein intends to achieve the
15 following: (1) entry of an order approving the Settlement; (2) entry of Judgment of the Actions; (3)
16 discharge of Released Parties from liability for any and all of the Released Claims; and (4) release by
17 the Class Representative pursuant to Section 9.3 of this Stipulation.

18 **III. CONDITIONAL CLASS CERTIFICATION & APPOINTMENT OF CLASS COUNSEL**

19 3.1 The Settlement Class. For the purposes of this Stipulation and the Settlement of the
20 Actions only, the Parties stipulate to conditional class certification of the Class.

21 3.2 Appointment of Class Counsel. For purposes of this Stipulation and subject to the
22 Court's approval, the Parties hereby stipulate to the appointment of Class Counsel as counsel for the
23 Class solely in order to effectuate the Settlement pursuant to this Stipulation.

24 3.3 Stipulation to Consolidate. All Parties agree that a Joint Stipulation to Consolidate
25 Case Numbers 21STCV05360 and 21TRCV0035 will be filed in the *Ceron* Class Action to
26 consolidate the Actions. The Parties will request that the *Ceron* Class Action be the lead case.
27
28

1 **IV. CLASS SETTLEMENT CONSIDERATION**

2 4.1 Service Award. The Class Representative may petition the Court to approve a Service
3 Award in an amount up to \$7,500 for his efforts on behalf of the Class in the Actions, including
4 assisting in the investigation and consulting with Class Counsel and providing crucial documents and
5 information to Class Counsel. Defendant shall not oppose any request by Class Representative for a
6 Service Award in such an amount. Any Service Award approved by the Court shall be paid to the
7 Class Representative from the Gross Settlement Amount and shall be in addition to any distribution to
8 which he may otherwise be entitled to receive under the Settlement, e.g., his Individual Settlement
9 Payment and/or Individual PAGA Payment. The Service Award shall not be considered wages, and
10 the Settlement Administrator shall issue the Class Representative an IRS Form 1099 reflecting such
11 payment. The Class Representative shall be solely responsible for the payment of any and all taxes
12 with respect to the Service Award and shall hold Defendant harmless and indemnify Defendant from
13 any and all liability with regard thereto. Should the Court approve the Service Award to Plaintiff in an
14 amount that is less than that set forth above, the difference between the lesser amount approved by the
15 Court and the amount allocated toward the Service Award will be part of the Net Settlement Amount
16 for the benefit of Settlement Class Members.

17 4.2 No Effect on Employee Benefit Plans. Neither the Settlement nor any amounts paid
18 under the Settlement will modify any previously credited hours, days, or weeks of service under any
19 employee benefit plan, policy or program sponsored by Defendant. Such amounts will not form the
20 basis for additional contributions to, benefits under, or any other monetary entitlement under
21 Defendant's sponsored benefit plans, policies or programs. The payments made under the terms of this
22 Stipulation shall not be applied retroactively, currently, or on a going forward basis, as salary,
23 earnings, wages, or any other form of compensation for the purposes of any of Defendant's benefit
24 plans, policies, or programs. Defendant retains the right to modify the language of its benefits plans,
25 policies, and programs to effect this intent and to make clear that any amounts paid pursuant to this
26 Stipulation are not for "weeks worked," "weeks paid," "weeks of service," or any similar measuring
27 term as defined by applicable plans, policies and programs for purpose of eligibility, vesting, benefit
28 accrual, or any other purpose, and that additional contributions or benefits are not required by this

1 Stipulation. Defendant does not consider the payments provided for under this Settlement as payments
2 of "compensation" for purposes of determining eligibility for, or benefit accrual within, any benefit
3 plans, policies, or programs, or any other plan sponsored by Defendant.

4 4.3 Attorneys' Fees and Expenses. As part of the motion for final approval of the
5 Settlement, Class Counsel may submit an application for an award of attorneys' fees in an amount not
6 to exceed 35% of the Gross Settlement Amount (i.e., \$243,500.00) and reimbursement of litigation
7 costs and expenses of up to Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00). Defendant
8 agrees not to object to any such fee, cost or expense application in those amounts, or lesser amounts.
9 As a condition of this Settlement, Class Counsel has agreed to pursue amounts only in the manner
10 reflected by this Section. Any Attorneys' Fees and Expenses awarded by the Court shall be paid from
11 the Gross Settlement Amount. If Class Counsel voluntarily reduces the request for Attorneys' Fees
12 and Expenses or the Court's award of Attorneys' Fees and Expenses is less than set forth above, the
13 difference between the lesser amount requested or approved by the Court and the amount allocated
14 toward the Attorneys' Fees and Expenses will be part of the Net Settlement Amount for the benefit of
15 Settlement Class Members.

16 The Attorneys' Fees and Expenses approved by the Court shall encompass: (a) all work
17 performed and costs and expenses incurred by, or at the direction of, any attorney purporting to
18 represent the Class through the date of this Stipulation; (b) all work to be performed and costs to be
19 incurred in connection with approval by the Court of the Settlement; and (c) all work to be performed
20 and costs and expenses, if any, incurred in connection with administering the Settlement through entry
21 of Judgment.

22 4.4 Administration Expenses. All costs and expenses due to the Settlement Administrator
23 in connection with its administration of the Settlement, including, but not limited to, providing the
24 Class Notice, locating Class Members, processing Requests for Exclusion, Objections, and
25 Workweeks Disputes, and calculating, administering and distributing Individual Settlement Payments
26 to Settlement Class Members and Individual PAGA Payments to Aggrieved Employees and related
27 tax forms, shall be paid from the Gross Settlement Amount, and shall not exceed \$10,000.00. Any
28 portion of the estimated, designated, and/or awarded Administration Expenses which are not in fact

1 awarded or required to fulfill payment to the Settlement Administrator to undertake the required
2 settlement administration duties will be part of the Net Settlement Amount for the benefit of
3 Settlement Class Members.

4 **V. NOTICE TO CLASS MEMBERS AND ADMINISTRATION PROCESS**

5 5.1 The Settlement Administrator. The Settlement Administrator will be responsible for
6 mailing the Class Notice (**Exhibit 1**) to Class Members, providing the necessary translations for the
7 Class Notice (Spanish and Vietnamese), handling inquiries from Class Members concerning the Class
8 Notice, determination of Individual Settlement Amounts and Individual PAGA Payments, maintaining
9 the settlement funds in an appropriate account, preparing, administering and distributing Individual
10 Settlement Payments to Settlement Class Members and Individual PAGA Payments to Aggrieved
11 Employees, issuing a final report and performing such other duties as the Parties may direct. On a
12 weekly basis, the Settlement Administrator will provide reports to Class Counsel and Defense Counsel
13 with summary information as to the number of valid and timely Requests for Exclusion and complete
14 and timely Objections received. The Settlement Administrator will serve on Class Counsel and
15 Defense Counsel via e-mail date-stamped copies of the original Requests for Exclusion and Objections
16 no later than five (5) calendar days after their receipt. The Settlement Administrator will provide
17 Class Counsel with proof of mailing of the Class Notice, without listing individual Class Member
18 names or contact information, which the Settlement Administrator will file with the Court at the time
19 Class Counsel files its motion for final approval of the Settlement. No later than fourteen (14) calendar
20 days prior to the Final Approval Hearing, the Settlement Administrator will compile and deliver to
21 Class Counsel and Defense Counsel a report with summary information regarding (a) the total amount
22 of final Individual Settlement Amounts of each Settlement Class Member and Individual PAGA
23 Payments to Aggrieved Employees (b) the number of Settlement Class Members and Aggrieved
24 Employees to receive such payments, and (c) the final number of timely and valid Requests for
25 Exclusion and timely and valid Objections, without listing Class Member names or contact
26 information. Administration Expenses are anticipated not to exceed \$10,000. Under no circumstances
27 will the Settlement Administrator disclose Class Member names and/or contact information to Class
28 Counsel or the Court without prior written authorization from Defendant or subject to legal process.

1 5.2 Notice to Class Members.

2 (a) If, by entering the Preliminary Approval Order, the Court provides authorization
3 to send the Class Notices, the Settlement Administrator will undertake the mailing of the Class Notice
4 to all Class Members, no later than thirty (30) calendar days after the Preliminary Approval Date. The
5 Class Notices shall be mailed via First Class U.S. mail in English, Spanish, and Vietnamese through
6 the United States Postal Service, postage pre-paid. The envelope containing the Class Notice shall
7 bear the following phrase in bold type, ¼ inch below the return address or ¼ inch above the
8 addressee's address: RETURN SERVICE REQUESTED. The envelope shall also bear the following
9 phrase in the bottom left-hand corner: IMPORTANT – SEVEN NINETY TWO COMPANY, INC.
10 CLASS ACTION SETTLEMENT INFORMATION. PLEASE OPEN IMMEDIATELY. The
11 mailing enclosing the Class Notice will not contain any other materials. The Class Notice and its
12 envelope or covering shall be marked to denote the return address of the Settlement Administrator.

13 (b) Defendant shall prepare a list, in an electronically usable format, for the
14 Settlement Administrator containing for each Class Member, to the extent Defendant has such
15 information, the following: the first, last, and middle name; Last Known Address; last known phone
16 numbers; Social Security numbers; Workweeks; Pay Periods; and any other information required to
17 effectuate the Settlement ("Class List"). By approving this Settlement, the Court will be deemed to
18 have authorized Defendant to provide the Settlement Administrator with the Class List, including the
19 Social Security numbers of the Class Members. Defendant shall provide the Class List to the
20 Settlement Administrator within fifteen (15) calendar days of the Preliminary Approval Date. The list,
21 and any other data provided by Defendant to the Settlement Administrator shall be treated as
22 confidential and not subject to disclosure by the Settlement Administrator, except as necessary to
23 address Workweeks Disputes, to respond to a specific inquiry from a Class Member, and/or as
24 otherwise necessary for the Settlement Administrator to perform their obligations described in this
25 Stipulation. Further, the Settlement Administrator shall use commercially reasonable efforts to secure
26 the data provided by Defendant at all times so as to avoid inadvertent or unauthorized disclosure or
27 use of such data other than as permitted by this Stipulation and shall destroy the data (and all copies of
28 it) in a complete and secure manner when such data is no longer required for purposes of this

1 Stipulation. At no time during the settlement process will any Class Member's address, telephone
2 number or Social Security number be filed with the Court. The Settlement Administrator shall ensure
3 that the notices and any other communications to Class Members shall not include the Class Members'
4 Social Security number, except for the last four digits.

5 (c) Prior to mailing the Class Notice, the Settlement Administrator shall undertake
6 a NCOA Check to ascertain the accuracy of the Last Known Address of the Class Members. To the
7 extent this process yields an Updated Address, the Updated Address shall replace the Last Known
8 Address and be treated as the new Last Known Address for purposes of this Stipulation, for Class
9 Notice mailing, and mailing of settlement checks.

10 (d) If a Class Member is known to be deceased, the Class Notice for that deceased
11 Class Member shall be mailed to the Last Known Address (or Updated Address, if applicable) of the
12 legal representative of the deceased Class Member's estate, to the extent known.

13 (e) Unless the Settlement Administrator receives a Class Notice returned from the
14 United States Postal Service for reasons discussed below in this Paragraph, that Class Notice shall be
15 deemed mailed and received by the Class Member to whom it was sent five (5) calendar days after
16 mailing. In the event that subsequent to the first mailing of a Class Notice and prior to the Response
17 Deadline, that Class Notice is returned to the Settlement Administrator by the United States Postal
18 Service as undeliverable, without a forwarding address, the Settlement Administrator shall undertake
19 an Experian Skip Tracing with respect to the Class Member to attempt to ascertain the current address
20 of the particular Class Member in question and, if such an address is ascertained, the Settlement
21 Administrator will re-send the Class Notice to the newly-found address within three (3) business days
22 of receipt of the returned Class Notice. In the event that subsequent to the first mailing of a Class
23 Notice and prior to the Response Deadline that Class Notice is returned to the Settlement
24 Administrator by the United States Postal Service with a forwarding address for the recipient, the
25 Settlement Administrator shall re-mail the notice to that address within three (3) business days of
26 receipt of the returned Class Notice, and the forwarding address shall be deemed the Updated Address
27 for that Class Member. In either event, the Class Notice shall be deemed received once it is mailed for
28 the second time. In the event that subsequent to the first mailing of a Class Notice it is returned to the

1 Settlement Administrator by the United States Postal Service as undeliverable, after the Response
2 Deadline, the Settlement Administrator shall be required to take no further action with respect to that
3 Class Notice and it shall be deemed to have been delivered. In the event the Settlement Administrator
4 must re-mail any Class Notice pursuant to the provisions of this Paragraph due to being returned, the
5 Response Deadline shall be extended by ten (10) calendar days from the date of the re-mailing of the
6 Class Notice, for those mailings. The Settlement Administrator shall include a cover letter with any
7 re-mailing informing the Class Member of the re-mailing of the Class Notice and extended Response
8 Deadline. Compliance with the procedures described in this Paragraph shall constitute due and
9 sufficient notice to Class Members of the Settlement and of the Final Approval Hearing and shall
10 satisfy the requirements of due process. Nothing else shall be required of or done by the Parties, Class
11 Counsel, counsel for Defendant, or the Settlement Administrator to provide notice of the Settlement
12 and the Final Approval Hearing.

13 5.3 Declaration of Compliance. No later than twenty (20) calendar days after the Response
14 Deadline (or any applicable extended Response Deadline), the Settlement Administrator shall provide
15 Class Counsel and Counsel for Defendant with a declaration attesting to completion of the notice
16 process, including any attempts to obtain Updated Addresses for, and the re-sending of, any returned
17 Class Notices, including any and all other required steps (“Declaration of Compliance”), which shall
18 be filed with the Court by Class Counsel.

19 5.4 Responses to the Notice of Proposed Class Action Settlement. Pursuant to California
20 Rule of Court 3.766(d)(5), Class Members have the option to enter an appearance in the Litigation at
21 their own expense by obtaining their own attorney(s). Class Members who choose this option will be
22 responsible for any attorneys’ fees or costs incurred as a result of this election. The Class Notice will
23 advise Class Members of this option.

24 5.5 Objections to the Class Settlement. Class Members who do not submit timely and valid
25 Requests for Exclusion may object to the Class Settlement by submitting written objections to the
26 Settlement Administrator on or before the Response Deadline. The Settlement Administrator shall
27 provide a copy of any Objections that it receives to Class Counsel and counsel for Defendant.
28 Settlement Class Members may also present their objection orally at the Final Approval Hearing.

1 5.6 Opting Out of the Class Settlement. Class Members may elect to opt out of the Class
2 Settlement and, thus, exclude themselves from the Class Settlement. Class Members who wish to
3 exercise this option must submit to the Settlement Administrator a written Request for Exclusion that
4 is postmarked on or before the Response Deadline. If a timely and valid Request for Exclusion is not
5 received by the Settlement Administrator from a Class Member on or before the Response Deadline,
6 then that Class Member will be deemed to have forever waived his or her right to seek exclusion from
7 the Class Settlement and shall be bound by the Settlement and Judgment. The Class Notice will
8 advise Class Members of the option to opt out of the Class Settlement and will contain instructions on
9 how to do so. Class Members who do validly request exclusion from the Class Settlement by
10 submitting a valid and timely Request for Exclusion shall not be bound by the terms of the Class
11 Settlement, shall not be allowed to object to the Class Settlement, and shall not be entitled to any
12 benefits as a result of the Class Settlement. However, if the Class Member is also an Aggrieved
13 Employee, he or she will be bound to the PAGA Settlement and the release of the Released PAGA
14 Claims and will still be issued an Individual PAGA Payment, irrespective of whether they submit a
15 Request for Exclusion.

16 In the event that any Class Member timely submits a Request for Exclusion, but it is deficient,
17 as soon as possible but not later than five (5) business days after the Settlement Administrator's receipt
18 of such deficient Request for Exclusion, the Settlement Administrator shall send by First Class,
19 postage pre-paid, United States mail a notice to such Class Member informing him or her of the
20 deficiency and that he or she has ten (10) calendar days from the date of the deficiency notice (which
21 shall be the date the deficiency notice is mailed) to cure the deficiency and postmark and mail a
22 corrected Request for Exclusion.

23 The Parties agree that the Response Deadline shall not be extended, and no untimely
24 submissions will be honored, under any circumstances, unless mutually agreed to by the Parties.

25 5.7 Right to Monitor and Review. All counsel of the Parties have the right to monitor and
26 review administration of the Settlement to verify that the monies allocated to the Class Members and
27 Aggrieved Employees are distributed in the correct amounts and to the proper Settlement Class
28 Members and Aggrieved Employees, as well as ensure that the proper mailing and administration is

1 taking place (or took place). Class Members' and Aggrieved Employees' identifying information shall
2 not be disclosed to Class Counsel pursuant to this Paragraph, unless necessary to effectuate the terms
3 of the Settlement.

4 **VI. CLASS SETTLEMENT FUNDING AND DISTRIBUTION**

5 6.1 Allocation of the Gross Settlement Amount. The Gross Settlement Amount shall be
6 allocated as follows:

7 (a) Attorneys' Fees and Expenses, not to exceed thirty-five percent (35%)
8 (\$243,500 if the Gross Settlement Amount is \$695,000) in fees and not to exceed \$25,000
9 reimbursement of litigation costs and expenses, to Class Counsel;

10 (b) Administration Expenses, not to exceed \$10,000, to the Settlement
11 Administrator;

12 (c) Service Award to the Class Representative, not to exceed \$7,500;

13 (d) The amount of 75% of the PAGA Payment, in the amount of \$75,000, to the
14 State of California for the benefit of the LWDA (i.e., LWDA Payment);

15 (e) The amount of 25% of the PAGA Payment to the Aggrieved Employees (i.e.,
16 Aggrieved Employee Amount); and

17 (f) Net Settlement Amount.

18 The "Net Settlement Sum" or "Net Settlement Amount" means the net amount that Defendant
19 will pay (subject to the occurrence of the Effective Date) to all Settlement Class Members and is
20 calculated by subtracting Section 6.1(a)-(e) from the Gross Settlement Amount.

21 6.2 Calculation of the Individual Settlement Amounts and Individual PAGA Payments.
22 Individual Settlement Amounts to be paid to Settlement Class Members shall be paid from the Net
23 Settlement Amount and Individual PAGA Payments to be paid to Aggrieved Employees shall be paid
24 from the Aggrieved Employee Amount. For purposes of calculating the *estimated* Individual
25 Settlement Amounts, the Settlement Administrator shall calculate the estimated Net Settlement
26 Amount based on the estimated values in Section 6.1(a)-(e) prior to sending Class Notice to the Class
27 Members. Prior to final distribution, the Settlement Administrator shall calculate the *final* Net
28 Settlement Amount based on the actual values in Section 6.1(a)-(e).

1 The portion of the Net Settlement Amount payable to each Settlement Class Member will be
2 calculated as follows:

3 The Settlement Administrator shall divide the Net Settlement Amount
4 by the total number of Workweeks to determine the amount each
5 Settlement Class Member is entitled to for each Workweek (the
6 “Weekly Amount”). The Settlement Administrator will multiply the
7 Weekly Amount by the total number of Workweeks that each Settlement
8 Class Member is credited with to arrive at his or her Individual
9 Settlement Amount. Each Settlement Class Member will be issued
10 payment of his or her Individual Settlement Amount and the net
11 payment is referred to as an “Individual Settlement Payment.”

12 The portion of the Aggrieved Employee Amount payable to each Aggrieved Employee will be
13 calculated as follows:

14 The Settlement Administrator shall divide the Aggrieved Employee Amount by the total
15 number of Pay Periods to determine the amount each Aggrieved Employee is entitled to for each Pay
16 Period (the “Weekly PAGA Amount”). The Settlement Administrator will multiply the Weekly
17 PAGA Amount by the total number of Pay Periods that each Aggrieved Employee is credited with to
18 arrive at his or her Individual PAGA Payment.

19 Defendant will provide the Settlement Administrator with any information that is in the
20 Defendant’s possession reasonably necessary to perform the calculation of Workweeks for each Class
21 Member and Pay Periods for each Aggrieved Employee, and any other reasonably required
22 information the Settlement Administrator requests to perform the calculations required under this
23 Stipulation.

24 **6.3 Composition of Payments to Settlement Class Members and Aggrieved Employees.**

25 Each Individual Settlement Amount will be allocated as follows: 10% shall be reported as wages on
26 IRS Form W-2 and its state and local equivalents, and 90% shall be reported as interest, penalties, and
27 non-wage damages on IRS Form 1099 and its state and local equivalents. The wage portion shall be
28 subject to Employment and Payroll Taxes. The non-wage portion will not be subject to any

1 Employment and Payroll Taxes. Each Individual PAGA Payment will be allocated as one hundred
2 percent (100%) penalties and will be reported on an IRS Form-1099 (if applicable) by the
3 Settlement Administrator.

4 The Class Representative, Settlement Class Members, and Aggrieved Employees are solely
5 responsible for the reporting and payment of the employee's share of any federal, state, and/or local
6 income or other tax or any other withholdings due with respect to any other funds received as a part of
7 the Settlement, if any. The Class Representative agrees to defend, indemnify and hold Defendant
8 harmless for and against any damage or tax penalty Defendant incurs as a result of the failure by the
9 Class Representative to pay all taxes due by his receipt of payments pursuant to this Stipulation. Class
10 Counsel agrees to defend, indemnify and hold Defendant harmless for and against any damage or tax
11 penalty Defendant incurs as a result of the failure by Class Counsel to pay all taxes due as a result of
12 Class Counsel's receipt of the Attorneys' Fees and Expenses pursuant to this Stipulation. Defendant
13 shall have no responsibility for deciding the validity of the Individual Settlement Amounts, Individual
14 PAGA Payments, or any other payments made pursuant to this Stipulation, shall have no involvement
15 in or responsibility for the determination or payment of the Settlement Class Member's taxes and
16 required withholdings, and shall have no liability for any errors made with respect to such taxes and
17 required withholdings. Although the Settlement Administrator will calculate and pay the standard
18 applicable taxes and required withholdings, if any, on the portion of the Individual Settlement
19 Amounts constituting wages on behalf of the Settlement Class Member, Plaintiff and Settlement Class
20 Members shall be solely responsible for any and all employee's share of tax obligation associated with
21 their respective Individual Settlement Amounts and Service Award.

22 The Parties agree that the Settlement shall be administered as a qualifying, designated
23 settlement fund pursuant to Section 468B of the Internal Revenue Code. The Settlement Administrator
24 shall be responsible for issuing all settlement payments and handling all required state and federal tax
25 withholding and reporting related thereto.

26 6.4 Time for Funding and Distribution of Payments under the Settlement. Within thirty
27 (30) calendar days after the Effective Date, Defendant shall deposit (\$695,000.00) to a qualified
28 settlement account established by the Settlement Administrator. No later than ten (10) calendar days

1 after Defendant deposits \$695,000.00 to a qualified settlement account established by the Settlement
2 Administrator, the Settlement Administrator shall distribute the following payments: Individual
3 Settlement Payments to Settlement Class Members, Individual PAGA Payments to Aggrieved
4 Employees, Service Award to Class Representative, Attorneys' Fees and Expenses to Class Counsel,
5 LWDA Payment to the LWDA, and Administration Expenses to itself, all in the Court-approved
6 amounts. The Settlement Administrator shall make every effort to pay the applicable taxes and
7 required withholdings, if any, associated with each Settlement Class Member's Individual Settlement
8 Amount and mail the Individual Settlement Payments to each Settlement Class Member and the
9 Individual PAGA Payments to each Aggrieved Employee, by First-Class U.S. mail, to their last-
10 known addresses no later than five (5) calendar days after Defendant deposits the Gross Settlement
11 Amount with the Settlement Administrator. If the Settlement Administrator is not able to do so within
12 the time period set forth above, it shall so inform Class Counsel and Defense Counsel and provide an
13 approximate date by which the applicable taxes and required withholdings shall be paid and the
14 Individual Settlement Payments will be mailed. Under no circumstances shall the Settlement
15 Administrator distribute checks to Settlement Class Members until all Individual Settlement Payments
16 have been considered, calculated and accounted for, and all of the remaining monetary obligations
17 have been calculated and accounted for. Within two hundred (200) calendar days of the Effective
18 Date, the Settlement Administrator shall file with the Court and provide to Class Counsel a declaration
19 of disbursement. In the event that any Settlement Class Member and/or Aggrieved Employee is
20 deceased, payment shall be made payable to the estate of that Settlement Class Member and/or
21 Aggrieved Employee and delivered to the executor or administrator of that estate, unless the
22 Settlement Administrator has received an affidavit or declaration pursuant to California Probate Code
23 § 13101, in which case payment shall be made to the affiant(s) or declarant(s).

24 6.5 Non-Cashed Settlement Checks. Individual Settlement Payment checks and Individual
25 PAGA Payment checks shall be valid for a period of one hundred and eighty (180) calendar days after
26 they are mailed, and thereafter, will be cancelled. Funds associated with cancelled checks will be
27 donated to Bet Tzedek, an organization that provides legal aid to low-income individuals and families
28 including related to employment issues.

1 **VII. NULLIFICATION OF THIS STIPULATION**

2 7.1 Defendant's Non-Approval of the Stipulation. If (a) the Court should for any reason
3 fail to approve this Stipulation in the form agreed to by the Parties, or (b) the Court should for any
4 reason fail to enter Judgment of the Actions, or (c) the approval of the Settlement and Judgment is
5 reversed, modified or declared or rendered void, then the Settlement and conditional class certification
6 shall be considered null and void, and neither the Settlement, conditional class certification, nor any of
7 the related negotiations or proceedings, shall be of any force or effect, and all parties to the Settlement
8 shall stand in the same position, without prejudice, as if the Settlement had been neither entered into
9 nor filed with the Court. Notwithstanding the foregoing, the Parties may attempt in good faith to cure
10 any perceived defects in the Stipulation to facilitate approval.

11 7.2 Defendant's Right to Void or Rescind Settlement Due to Opt-Outs. If ten percent (10%)
12 or more of the Class Members submit timely and valid Requests for Exclusion, Defendant shall have
13 the option, in its sole discretion, to rescind this Stipulation, whereupon the Settlement and Stipulation
14 shall be null and void for any and all purposes and may not be used or introduced in the Actions or any
15 other proceeding. The Parties will be restored to their respective positions in the Actions as if this
16 Settlement was never negotiated, drafted, or agreed upon. The Settlement Administrator shall notify
17 Class Counsel and Counsel for Defendant of the total number of timely and valid Requests for
18 Exclusion and the individual settlement value for each such Class Members had they not opted out by
19 no later than fourteen (14) calendar days after the Response Deadline. Should Defendant choose to
20 void the Settlement under this Paragraph, it shall be responsible for all Administration Expenses
21 actually incurred up to the time it sought to void the Settlement. Defendant must exercise this right of
22 rescission in writing provided to Class Counsel within ten (10) calendar days after the Settlement
23 Administrator notifies the Parties of the total number of timely and valid Requests for Exclusion
24 received by the Response Deadline.

25 7.3 Escalator Clause. Defendant represents that for the period from February 10, 2017 to
26 January 14, 2022, there were 11,444 Workweeks. If the actual number of Workweeks encompassed
27 within the Class Period exceeds 11,444 by more than 13% (i.e., 12,932), then, Defendant at its
28 exclusive discretion may agree to increase the Gross Settlement Amount proportionately for any

1 excess increase in the total number of Workweeks. For example, if the total number of Workweeks
2 increases by 14%, the Gross Settlement Amount will increase by 1% (actual increase minus the 13%
3 tolerated increase). In the alternative, Defendant shall have the exclusive option to modify the
4 applicable Class Period to end on an earlier date which brings the total Weeks below 12,932. Under the
5 latter option no additional payment is necessary.

6 7.4 Invalidation. Invalidation of any material portion of the Settlement shall invalidate the
7 Settlement in its entirety, unless the Parties through their counsel may subsequently agree in writing
8 that the remaining provisions of the Settlement are to remain in full force and effect.

9 7.5 Stay Upon Appeal. In the event of a timely appeal from the approval of the Settlement
10 and Judgment, the Judgment shall be stayed, and Defendant shall not be obligated to fund the Gross
11 Settlement Amount or take any other actions required by this Stipulation until all appeal rights have
12 been exhausted by operation of law.

13 7.6 Notice in Writing. Unless otherwise ordered by the Court, in the event the Stipulation
14 shall be terminated, cancelled, declared void, or fails to become effective in accordance with its terms,
15 within ten (10) business days after written notification of such event, Defendant and Class Counsel
16 shall notify each other of this event in writing.

17 **VIII. MOTION FOR COURT APPROVAL**

18 8.1 Preliminary Approval. Class Counsel shall submit this Stipulation to the Court for
19 preliminary approval and determination by the Court as to its fairness, adequacy, and reasonableness,
20 and entry of a Preliminary Approval Order, which schedules a hearing on the question of whether the
21 Settlement should be approved as fair, reasonable, and adequate as to the Settlement Class Members,
22 State of California, and Aggrieved Employees approving as to form and content the proposed Class
23 Notice attached hereto as Exhibit 1, and directing the mailing of the Class Notice to Class Members.
24 Defense Counsel shall be provided with a copy of the moving papers and have the opportunity to
25 comment on it before it is filed.

26 Failure of the Court to enter the Preliminary Approval Order in its entirety will be grounds for
27 Parties to terminate the Settlement and the terms of this Stipulation pursuant to Section 7.1.; however,
28

1 pursuant to Section 7.1, the Parties are to take all reasonable steps to cure any deficiencies so as to
2 avoid any termination of the Settlement.

3 8.2 Final Approval. The Final Approval Hearing shall be held before the Court. At the
4 Final Approval Hearing, Plaintiff shall move the Court for the entry of the Final Approval Order and
5 Judgment certifying the Settlement Class for settlement purposes only and approving the Settlement as
6 being fair, reasonable and adequate to the Settlement Class Members within the meaning of California
7 Rules of Court, Rule 3.769(c), (d) and (e) and for the entry of a final Judgment of the Actions
8 consistent with the terms of the Settlement and California Rule of Court 3.769(h). Should the Court
9 require Class Counsel and/or Defense Counsel to submit any pleadings and/or evidence for the Court's
10 determination, the Parties will comply to the extent reasonable.

11 8.3 Entry of Judgment. Pursuant to California Rule of Court 3.769(h) and any other
12 applicable rules, if the court approves this Settlement after the Final Approval Hearing, the Court must
13 make and enter Judgment. The Judgment must include a provision for the retention of the court's
14 jurisdiction over the Parties to enforce the terms of the Judgment. This Judgment shall be a judgment
15 for purposes of California Rule of Court 3.771(a).

16 **IX. RELEASES AND WAIVERS**

17 9.1 Class Settlement Release. Upon the Effective Date and full funding of the Gross
18 Settlement Amount, each Settlement Class Member and Plaintiff will be deemed to have fully, finally,
19 and forever released, relinquished and discharged, and agreed to hold harmless, each and all of the
20 Released Parties from any and all of the Released Class Claims.

21 The following language will be printed on the reverse of each Settlement Payment Check, or
22 words to this effect: "By endorsing or otherwise negotiating this check, I acknowledge that I read,
23 understood, and agree to the terms set forth in the Notice of Class Action Settlement and I consent to
24 join in the Fair Labor Standards Act ("FLSA") portion of the Action, elect to participate in the
25 settlement of the FLSA claims, and agree to release all of my FLSA claims that are covered by the
26 Settlement."

27 Upon entry of Judgment, Class Members are precluded from filing a wage and hour action under
28 the Fair Labor Standards Act against the Released Parties for claims and/or causes of action

1 encompassed by the Released Claims which are extinguished and precluded pursuant to the holding in
2 Rangel v. PLS Check Cashers of California, Inc., 899 F.3d 1106 (2018). This release excludes the
3 release of claims not permitted by law.

4 9.2 PAGA Settlement Release. Upon the Effective Date and full funding of the Gross
5 Settlement Amount, each Aggrieved Employee, the State of California, and Plaintiff, will be deemed
6 to have fully, finally, and forever released, relinquished and discharged, and agreed to hold harmless,
7 each and all of the Released Parties from any and all of the Released PAGA Claims.

8 9.3 Release of Claims by Plaintiff. In addition, upon the Effective Date and full funding of
9 Gross Settlement Amount, Plaintiff on behalf of himself and his heirs, executors, administrators,
10 representatives and anyone who purports to act on his behalf, shall and does hereby forever release,
11 discharge and agrees to hold harmless all Released Parties from any and all charges, complaints,
12 claims, allegations, liabilities, obligations, promises, agreements, controversies, damages, actions,
13 causes of action, suits, rights, demands, costs, losses, debts and expenses (including attorney fees and
14 costs), known or unknown, at law or in equity, which Plaintiff may now have or may have after the
15 signing of this Stipulation, against the Released Parties arising out of or in any way connected with his
16 employment by the Released Parties including, the Released Claims, claims that were asserted or
17 could have been asserted in the Complaints, and any and all transactions, occurrences, or matters
18 between the Parties occurring at any time.

19 Without limiting the generality of the foregoing, this release shall include, but not be limited to
20 the following: any and all claims under the Americans With Disabilities Act, as amended; Title VII of
21 the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1991; 42 U.S.C. § 1981, as
22 amended; the Age Discrimination in Employment Act, as amended; the Fair Labor Standards Act, as
23 amended; the Equal Pay Act; the Employee Retirement Income Security Act, as amended; the
24 Consolidated Omnibus Budget Reconciliation Act; the Rehabilitation Act of 1973; the Family and
25 Medical Leave Act; the Civil Rights Act of 1966; the California Fair Employment and Housing Act;
26 the California Constitution; the California Labor Code; the California Government Code; the
27 California Civil Code; the Industrial Welfare Commission Wage Orders; the California Private
28 Attorneys General Act; the Unruh Civil Rights Act; the Bane Act; the Occupational Safety and Health

1 Act; the Worker Adjustment and Retraining Notification Act, as amended; the California Unfair
2 Competition Law (Cal. Bus. & Prof. Code § 17200 et seq.); any state, civil, or statutory laws,
3 including any and all human rights laws and laws against discrimination; any and all wage-and-hour
4 claims arising under federal law and the laws of the State of California, including, without limitation,
5 statutory, constitutional, contractual, and/or common law claims for wages, damages, restitution,
6 unreimbursed expenses, equitable relief, penalties, liquidated damages, and/or punitive damages; any
7 and all other federal, state and local statutes, ordinances, regulations, rules and other laws, and any and
8 all claims based on constitutional, statutory, common law or regulatory grounds as well as any other
9 claims based on theories of wrongful or constructive discharge, breach of contract or implied contract,
10 fraud, misrepresentation, promissory estoppel or intentional and/or negligent infliction of emotional
11 distress, or damages under any other federal, state or local statutes, ordinances, regulations, rules or
12 laws; any claims that could have been alleged in the Complaints; and any claims for interest,
13 attorneys' fees, and/or costs. This release is for any and all relief, no matter how denominated,
14 including, but not limited to, back pay, front pay, vacation pay, bonuses, compensatory damages,
15 tortious damages, liquidated damages, punitive damages, penalties, damages for pain and suffering,
16 and attorney fees and costs, and Plaintiff hereby forever releases, discharges and agrees to hold
17 harmless the Released Parties from any and all claims for attorney fees and costs arising out of the
18 matters released in this Stipulation.

19 In exchange for his Service Award, Plaintiff expressly waives the protections of California
20 Civil Code section 1542, and it is his intention in executing this Stipulation that the same shall be
21 effective as a bar to each and every claim, complaint, action, debts, promises, demand, cause of action,
22 obligation, damage, liability, charge, attorneys' fees and costs herein above released. The Plaintiff
23 hereby expressly waives and relinquishes all of his rights and benefits, if any, arising under California
24 Civil Code section 1542, which provides:

25 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS**
26 **THAT THE CREDITOR OR RELEASING PARTY DOES NOT**
27 **KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT**
28 **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.

1 Plaintiff may, being aware of Section 1542, hereafter discover facts in addition to or different from
2 those which he now knows or believes to be true with respect to the subject matter of all the claims
3 referenced herein, but stipulates and agrees that, upon the Effective Date and full funding of Payment,
4 Plaintiff shall and hereby does fully, finally and forever settle and release any and all claims against
5 the Released Parties, known or unknown, suspected or unsuspected, contingent or non-contingent, that
6 were asserted or could have been asserted upon any theory of law or equity without regard to the
7 subsequent discovery of existence of such different or additional facts.

8 Plaintiff represents that he is older than forty years of age. Plaintiff acknowledges that he is
9 knowingly and voluntarily waiving and releasing any rights he may have under the Age
10 Discrimination in Employment Act ("ADEA"). Plaintiff also acknowledges that the consideration
11 given in this agreement for the waiver and release is \$1,000.00 of the Class Representative's Payment
12 and is in addition to anything of value to which he was already entitled. Plaintiff further acknowledges
13 that he has been advised of this in writing, as required by the Older Workers' Benefit Protection Act,
14 that: (a) his waiver and release does not apply to any rights or claims that may arise after the ADEA
15 Effective Date (defined below) of this agreement; (b) he should consult with an attorney prior to
16 executing this agreement; (c) he alone has at least twenty-one (21) days to consider the waiver and
17 release of any rights he may have under the ADEA (although he may execute this agreement earlier)
18 and in the event Plaintiff should decide to execute this agreement in fewer than 21 days, Plaintiff has
19 done so with the express understanding that Plaintiff has been given and declined the opportunity to
20 consider the waiver and release of his rights under the ADEA for a full 21 days; (d) he has seven (7)
21 days following his execution of this agreement to revoke the waiver and release of any rights he may
22 have under the ADEA; (e) this waiver and release of rights that Plaintiff may have under the ADEA
23 shall not be effective until the date upon which the revocation period has expired (the "ADEA
24 Effective Date"). Plaintiff may revoke this waiver and release of rights that Plaintiff may have under
25 the ADEA only by giving written notice of his revocation to Beth Kahn and Matthew Richardson of
26 MUSICK, PEELER & GARRETT LLP via electronic mail addressed to b.kahn@musickpeeler.com
27 and m.richardson@musickpeeler.com, to be received by no later than the end of the day on the seventh
28 day following Plaintiff's execution of this agreement. In the event Plaintiff revokes, he will not receive

1 the amount allocated herein for any potential claim arising under the ADEA and all claims other than
2 those arising under the ADEA remain released.

3 **X. DUTIES OF THE PARTIES**

4 10.1 Mutual Full Cooperation. The Parties agree to cooperate fully with one another to
5 accomplish and implement the terms of this Stipulation. Such cooperation shall include, but not be
6 limited to, execution of such other documents and the taking of such other actions as may reasonably
7 be necessary to fulfill the terms of this Settlement. The Parties shall use their best efforts, including all
8 efforts contemplated by this Stipulation and any other efforts that may become necessary by court
9 order or otherwise, to effectuate this Stipulation and the terms set forth herein. As soon as practicable
10 after execution of this Stipulation, Class Counsel, with the cooperation of Defendant and Defense
11 Counsel, shall take all necessary and reasonable steps to secure the Court's preliminary approval and
12 final approval of this Stipulation.

13 10.2 Duty to Support and Defend the Settlement. The Parties agree to abide by all of the
14 terms of the Settlement in good faith and to support the Settlement fully and to use their best efforts to
15 defend this Settlement from any legal challenge, whether by appeal or collateral attack.

16 **XI. MISCELLANEOUS PROVISIONS**

17 11.1 Voiding the Stipulation. Pending Court approval and other than as provided in Section
18 VII (entitled "NULLIFICATION OF THIS STIPULATION") herein, if any of the conditions set forth
19 in this Stipulation are not met and satisfied, this Stipulation shall, at the option of either Plaintiff or
20 Defendant, be ineffective, void, and of no further force and effect, and shall not be used or be
21 admissible in any subsequent proceeding, either in this Court or in any other court or forum. If either
22 Party decides to void the Settlement, then the Settlement and conditional class certification shall be
23 considered void, and neither the Settlement, Stipulation, conditional class certification, nor any of the
24 related negotiations or proceedings, shall be of any force or effect, and the Parties shall stand in the
25 same position, without prejudice, as if this Stipulation had been neither entered into nor filed with the
26 Court. Should either Party choose to void the Settlement under this Paragraph, such Party shall be
27 responsible for all Administration Expenses actually incurred up to the time such Party sought to void
28 the Settlement. If both Defendant and Plaintiff choose to void the Settlement under this Paragraph,

1 each shall be responsible for his or its proportionate share of the Administration Expenses actually
2 incurred.

3 11.2 No Prior Assignments. The Parties represent, covenant, and warrant that they have not
4 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber
5 to any person or entity any portion of any liability, claim, demand, action, cause of action, or right
6 herein released and discharged except as set forth herein.

7 11.3 Non-Admission. Nothing in this Stipulation shall be construed as or deemed to be an
8 admission by any Party of any liability, culpability, negligence, or wrongdoing toward any other Party,
9 or any other person, and the Parties specifically disclaim any liability, culpability, negligence, or
10 wrongdoing toward each other or any other person. Each of the Parties has entered into this
11 Stipulation with the intention to avoid further disputes and litigation with the attendant inconvenience,
12 expenses, and contingencies. Nothing herein shall constitute any admission by the Released Parties of
13 wrongdoing or liability, or of the truth of any factual allegations in the Actions. Nothing herein shall
14 constitute any admission by the Released Parties regarding the merits of the claims in the Actions,
15 including but not limited to claims for unpaid wages or other compensation, benefits or penalties under
16 California and/or federal law. Nothing herein shall constitute an admission by the Released Parties
17 that the Actions were properly brought as a class or representative action other than for settlement
18 purposes. To the contrary, the Released Parties have denied and continue to deny each and every
19 material factual allegation and all claims alleged in the Actions. To this end, the Settlement of the
20 Actions, the negotiation and execution of this Stipulation, and all acts performed or documents
21 executed pursuant to or in furtherance of this Stipulation or the Settlement are not, shall not be deemed
22 to be, and may not be used as, an admission or evidence of any wrongdoing or liability on the part of
23 the Released Parties or of the truth of any of the factual allegations in the Complaints in the Actions;
24 and are not, shall not be deemed to be, and may not be used as, an admission or evidence of any fault
25 or omission on the part of the Released Parties in any civil, criminal or administrative proceeding in
26 any court, administrative or governmental agency or other tribunal. Except as necessary in a
27 proceeding to enforce the terms of this Settlement Agreement or to or to support a defense of res
28 judicata, collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as

1 to the claims being released in this Settlement Agreement, this Settlement Agreement and its terms
2 and provisions shall not be offered or received as evidence in any action or proceeding to establish any
3 liability or admission on the part of Defendant or to establish the existence of any condition
4 constituting a violation of, or a non-compliance with, federal, state, local or other applicable law.

5 11.4 No Publicity.

6 (a) Plaintiff and Defendant, and their respective counsel, recognize, and accept that
7 the Parties to this Stipulation desire that information regarding the terms of this Stipulation, the fact of
8 the Settlement embodied in this Stipulation, the disposition of the Actions, the Actions, and all matters
9 relating to the litigation of the Actions, including discovery proceedings therein, and evidence
10 obtained during the course of the Actions, shall be provided to the Class by way of the Court-approved
11 Class Notice and public access to Court records in the Actions, and that this information shall not
12 otherwise be discussed with or presented to the media or press, and shall not be discussed or
13 mentioned in any of Class Counsel's internal or external advertising or marketing materials, including
14 but not limited to any website(s) maintained by Class Counsel.

15 (b) Further, Plaintiff and his counsel agree that they will not issue any press
16 releases, initiate any contact with the press, respond to any press inquiry, post on any internet
17 websites, or have any communication with the press about the Actions, and/or the fact, amount or
18 terms of the Settlement. Before the date of the filing of the motion for preliminary approval of the
19 Settlement, Plaintiff and his counsel will not initiate any contact with Class Members or anyone else
20 about the Settlement, except that: (a) Class Counsel, if contacted by a Class Member, may respond
21 that a settlement has been reached and that the details will be communicated in a forthcoming Court-
22 approved notice; and (b) the Plaintiff, if contacted by a Class Member, may respond only that the
23 Class Member should contact Class Counsel.

24 (c) Nothing in this Section will restrict Class Counsel from including publicly
25 available information regarding the Settlement in future judicial submissions regarding Class
26 Counsel's qualifications and experience. Furthermore, Plaintiff and Class Counsel will undertake any
27 and all disclosures required to be made to the LWDA in conformity with PAGA.
28

1 11.5 Non-Retaliation. Defendant understands and acknowledges that it has a legal
2 obligation not to retaliate against any Class Member who elects to participate in the Class Settlement
3 or elects to opt out of the Class Settlement. Defendant will refer any inquiries regarding this
4 Settlement to the Settlement Administrator or Class Counsel and will not discourage Class Members
5 who are currently working for Defendant, directly or indirectly, from making claims, opting out or
6 objecting to the Class Settlement.

7 11.6 Construction. The Parties hereto agree that the terms and conditions of this Stipulation
8 are the result of lengthy, intensive, arms-length non-collusive negotiations between the Parties and that
9 this Stipulation is not to be construed in favor of or against any Party by reason of the extent to which
10 any Party or its counsel participated in the drafting of this Stipulation. If any of the dates in the
11 Stipulation fall on a weekend, bank or court holiday, the time to act shall be extended to the next
12 business day. Except that should the Response Deadline (or extension(s) thereof specified in the
13 Stipulation relating to a deficiency notice or a re-mailing) fall on a Saturday and regular U.S. Mail
14 service is in operation that day, then no further extension pursuant to this Paragraph shall apply to
15 these specific deadlines. The language of all parts of this Stipulation shall in all cases be construed as
16 a whole, according to its fair meaning, and not strictly for or against either Party. No Party shall be
17 deemed the drafter of this Stipulation. The Parties acknowledge that the terms of the Stipulation are
18 contractual and are the product of negotiations between the Parties and their counsel. Each Party and
19 his/its counsel cooperated in the drafting and preparation of the Stipulation. In any construction to be
20 made of the Stipulation, the Stipulation shall not be construed against any Party and the canon of
21 contract interpretation set forth in California Civil Code section 1654 shall not be applied.

22 11.7 Governing Law. The Stipulation and the exhibits hereto shall be considered to have
23 been negotiated, executed, and delivered, and to have been wholly performed, in the State of
24 California, and the rights and obligations of the Parties to the Stipulation shall be construed and
25 enforced in accordance with, and governed by, the internal, substantive laws of the State of California
26 without regard to conflict of law principles in all respects, including execution, interpretation,
27 performance, and enforcement.
28

1 11.8 Notices. Except for mailing of the Class Notice to Class Members, any and all notices
2 or other communications required or permitted under this Stipulation shall be in writing and shall be
3 sufficiently given if delivered to the Party or their counsel by U.S. certified mail, postage prepaid, e-
4 mail, facsimile, or overnight delivery addressed to the address of the Party appearing in this
5 Stipulation.

6 11.9 Captions and Interpretations. Section titles or captions contained herein are inserted as
7 a matter of convenience and for reference only and in no way define, limit, extend, or describe the
8 scope of this Stipulation or any provision thereof.

9 11.10 Modification. This Stipulation may not be changed, altered, or modified, except in
10 writing signed by the Parties' counsel and approved by the Court. In the event that the Court requires
11 certain changes to this Stipulation, the Parties agree that such amendments can be made through a
12 stipulation signed solely by their counsel, provided that such amendment conforms precisely to the
13 Court's order.

14 11.11 Integration Clause. This Stipulation contains the entire agreement between the Parties
15 relating to the Settlement of the Actions and the transactions contemplated thereby, and all prior or
16 contemporaneous agreements, understandings, representations, and statements, whether oral or
17 written, and whether by a Party or such Party's legal counsel, are hereby superseded. No rights under
18 this Stipulation may be waived except in writing executed by the Parties.

19 11.12 Successors and Assigns. This Stipulation shall be binding upon and inure to the benefit
20 of the Parties, Aggrieved Employees and Settlement Class Members (excluding only persons who
21 submit a timely and valid Request for Exclusion) and their respective present and former heirs,
22 trustees, executors, administrators, representatives, officers, directors, shareholders, agents,
23 employees, insurers, attorneys, accountants, auditors, advisors, consultants, pension and welfare
24 benefit plans, fiduciaries, parent companies, subsidiaries, affiliates, related companies, joint ventures,
25 predecessors, successors, and assigns.

26 11.13 Corporate Signatories. Any person executing this Stipulation or any such related
27 document on behalf of a corporate signatory hereby warrants and promises, for the benefit of all
28

1 Parties hereto, that such person has been duly authorized by such corporation to execute this
2 Stipulation or any such related document.

3 11.14 Execution in Counterparts. This Stipulation shall become effective upon its execution
4 by all of the undersigned. The Parties may execute this Stipulation in counterparts, and execution of
5 counterparts shall have the same force and effect as if all Parties had signed the same instrument.
6 Parties may also execute the Stipulation by way of electronic signature or other electronic means.

7 11.15 No Third Party Beneficiaries. The Stipulation shall be binding upon, and inure to the
8 benefit of, the successors and assigns of the Parties hereto; however, this Stipulation is not designed to
9 and does not create any third-party beneficiaries unless otherwise specifically provided herein.

10 11.16 No Cooperation with Other Claims. The Class Representative shall not cooperate with,
11 help, bring, counsel, aid, or in any manner assist any person or entity in filing or pursuing a claim,
12 complaint, class action, collective action, representative action, action, debt, promise, demand,
13 grievance, cause of action, obligation, damage, liability, or charge against Defendant, except as
14 required by law or regulation.

15 11.17 Other Claims. No person shall have any claim against the Class Representative, Class
16 Counsel, the Settlement Administrator, Defense Counsel, or any of the Released Parties based on the
17 payments made or other actions taken substantially in accordance with this Stipulation and the
18 settlement contained herein or further orders of the Court.

19 11.18 Attorney Fees, Costs and Expenses. Except as otherwise specifically provided for
20 herein, each party shall bear his or its own attorney fees, costs and expenses, taxable or otherwise,
21 incurred by them in or arising out of the Actions and shall not seek reimbursement thereof from any
22 other party to this Stipulation.

23 11.19 Action to Enforce Agreement. In any suit or court action to enforce the terms of this
24 Stipulation, the prevailing party shall be entitled to recover his or its attorneys' fees and costs.

25 11.20 Court Retains Jurisdiction. The Court shall retain jurisdiction with respect to
26 implementation and enforcement of the terms of the Stipulation, and all Parties hereto submit to the
27 jurisdiction of the Court for purposes of implementing and enforcing the Settlement embodied in the
28 Stipulation.

11.23 Plaintiff represents that Plaintiff has not filed or participated in any other charge or complaint against Defendant, its officers, directors, partners, and/or any of its related/affiliated entities except the Action.

11.24 Plaintiff and Plaintiff's Counsel agree to provide a completed and signed W-4 form from Plaintiff and W-9 form from Plaintiff and Plaintiff's Counsel to Defense Counsel and the Settlement Administrator.

11.25 Neither Defendant, nor its counsel shall have any liability for any tax implications related to the receipt of settlement funds herein, including by the Settlement Administrator; any and all such liability and/or obligations shall be borne solely by the recipients of any funds to be paid by Defendant herein. The Parties acknowledge neither Defense Counsel nor Plaintiff's Counsel have provided any tax-related advice whatsoever..

11.26 The Settlement Administrator shall deposit the Gross Settlement Amount into federally insured bank accounts (i.e., FDIC) so that all money held by the Settlement Administrator is in federally insured bank accounts. Any interest on the money in said bank accounts shall be added to the Net Settlement Amount.

IN WITNESS WHEREOF, the Parties and their counsel have executed this Stipulation on the date below their signatures or the signature of their representatives. The date of the Stipulation shall be the date of the latest signature.

THIS STIPULATION HAS BEEN READ AND AGREED TO INDIVIDUALLY AND ON BEHALF OF THE PROPOSED CLASS AND AGGRIEVED EMPLOYEES:

{This Agreement consists of 38 pages.}

Dated: _____, 2024

Plaintiff Jose Ceron

READ AND AGREED TO ON BEHALF OF SEVEN NINETY TWO COMPANY, INC:

DocuSigned by:
Mark Justice
03E4D3EDE43E4AC

Mark Justice

Dated: 2/16/2024
_____, 2024

By: _____

Position: EVP

Seven Ninety Two Company, Inc.

APPROVED AS TO FORM:

LAWYERS *for* JUSTICE, PC

Dated: _____, 2024

Arby Aiwarzian
Joanna Ghosh
Brian St. John
Attorneys for Plaintiff and Proposed Class Counsel

MUSICK, PEELER & GARRETT LLP

Dated: _____, 2024

Beth A. Kahn, Esq.
Matthew Richardson, Esq.
Attorneys for Defendant

Electronically Signed
Jose Ceron
2024-02-17 02:09:21 UTC - 107.197.218.107
Nintex AssureSign® 47d16cd6-c7ac-45a5-bc3b-70115034995

2/16/2024, 2024

Dated:

Plaintiff Jose Ceron

READ AND AGREED TO ON BEHALF OF SEVEN NINETY TWO COMPANY, INC:

Dated: _____, 2024

By: _____

Position: _____
Seven Ninety Two Company, Inc.

APPROVED AS TO FORM:

LAWYERS *for* JUSTICE, PC



Dated: February 16, 2024

Arby Aiwanian
Joanna Ghosh
Brian St. John
Attorneys for Plaintiff and Proposed Class Counsel

MUSICK, PEELER & GARRETT LLP



Dated: 2/16/2024, 2024

Beth A. Kahn, Esq.
Matthew Richardson, Esq.
Attorneys for Defendant

EXHIBIT 1

COURT APPROVED NOTICE OF CLASS ACTION
SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Ceron, et al. v. Seven Ninety Two Company, Inc., et al.
Superior Court, County of Los Angeles
Case No. 21STCV05360

To: All current and former non-exempt employees of Seven Ninety Two Company, Inc. who worked in the State of California, at any time from February 10, 2017 up to and including May 15, 2022.

**THIS NOTICE MAY AFFECT YOUR RIGHTS.
PLEASE READ IT CAREFULLY.**

You are receiving this notice because Seven Ninety Two Company, Inc.'s ("Defendant") records indicate that you may be entitled to participate in this class action settlement.

The following recitation does not constitute the findings of the Court. Defendant adamantly denies any and all liability. This notice should not be understood to be an expression of the Court's views on the merits of any claim or defense raised by the parties.

I. WHY IT IS IMPORTANT TO READ THIS NOTICE:

The Superior Court of the State of California for the County of Los Angeles (the "Court") has granted preliminary approval to a proposed Settlement (defined below) of a class action lawsuit and representative action regarding wage and hour claims of all current or former non-exempt employees of Seven Ninety Two Company, Inc. who worked in the State of California at any time from February 10, 2017 up to and including May 15, 2022.

Because your rights may be affected by the Settlement (defined below), it is important that you read this notice carefully. Defendant's records show that you were employed by Defendant sometime from February 10, 2017 up to and including May 15, 2022 ("Class Period"). Therefore, you are a "Class Member" in this lawsuit.

The purpose of this notice is to provide you with a brief description of the class action lawsuit and representative action, what investigation of the claims has taken place, to inform you of the terms of the proposed Settlement (defined below) and to discuss your rights and options in connection with the lawsuit and the Settlement (defined below).

II. WHAT YOU NEED TO DO IN RESPONSE TO THIS NOTICE:

You have received this notice because Defendant's records indicate that you are a member of the conditionally certified Class (defined below). You have the following options:

- 1. IF YOU WISH TO PARTICIPATE IN THE CLASS ACTION SETTLEMENT AND REMAIN A MEMBER OF THE SETTLEMENT CLASS AND BE ISSUED A PAYMENT UNDER THE SETTLEMENT, YOU (or in the event of a deceased Class Member, the estate or authorized beneficiary) ARE NOT REQUIRED TO TAKE ANY FURTHER ACTION.** You will be issued payment if the Court grants final approval of the Settlement (defined below) and judgment becomes final, and you will release the Released Parties for the Released Claims (see section VIII below for definitions of "Released Claims" and "Released Parties"). If you wish to receive a payment under the Settlement, you must not "Opt Out" of the Settlement. **To ensure receipt of your payment, you must make sure that your correct mailing address is on file with the Settlement Administrator.**

2. **YOU MAY ELECT TO "OPT OUT" OF THE SETTLEMENT CLASS AND THUS EXCLUDE YOURSELF FROM THE SETTLEMENT.** If you wish to opt out of the Settlement and exclude yourself from the Settlement, you must mail to the Settlement Administrator a written request ("Request for Exclusion") postmarked on or before [TBD]. A Request for Exclusion must include: (1) your full name, address, and email address or telephone number; (2) the case name and number of the action (i.e., *Jose Ceron v. Seven Ninety Two Company, Inc., et al.*); and (3) a statement indicating that you wish to be excluded from the Settlement. If a timely and complete Request for Exclusion is not received by the Settlement Administrator at the address listed below, postmarked on or before [TBD], you will be deemed to have forever waived your right to opt out of the Settlement. Class Members who do not properly opt out of the Settlement shall be "Settlement Class Member(s)." Class Members who do properly opt out of the Settlement shall not be bound by the terms of the Settlement, shall not be allowed to object to this Settlement, and shall not be entitled to any benefits as a result of this Settlement, including payment of any Individual Settlement Amount (defined below), except a portion of the PAGA Payment, if applicable, in the estimated amount of [\$_____]. Current and former non-exempt employees of Seven Ninety Two Company, Inc. employed in California at any time from March 11, 2020 up to and including May 15, 2022 have no right or ability to opt out of the portion of this Settlement releasing Labor Code Private Attorneys General Act of 2004 ("PAGA") claims. The Settlement Administrator's address is below:

[Address]

3. **PROVIDED YOU DO NOT OPT OUT OF THE SETTLEMENT CLASS, YOU MAY OBJECT TO THE SETTLEMENT.** You may object to the Settlement by mailing a written objection ("Objection") to the Settlement Administrator, on or before [TBD], to the address listed in section II.2 above. The Objection must (1) contain your full name, dates of employment as an employee of Defendant, and signature; (2) the case name and number of the action (*Jose Ceron v. Seven Ninety Two Company, Inc., et al.*); (3) the reason(s) for the objection (if any); and (4) identify any counsel representing you in connection with the Objection. You may attend the Settlement Hearing (defined below), including by audio or visual technology, and may ask to speak regarding your objections, regardless of whether you submitted an Objection. More information can be found at www.cc-courts.org. If you take no action, you will remain a member of the Class. A Class Member who does not opt out of participation in the Settlement will be bound by the judgment and be issued payment under the Settlement (defined below). If you remain a member of the Class, you will be represented by the following attorneys who have been designated by the Court as Class Counsel:

Edwin Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Brian St. John (SBN 304112)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020
Facsimile: (818) 265-1021

INFORMATION REGARDING FINAL APPROVAL HEARING. The Final Approval Hearing determines whether the Settlement should be finally approved as fair, reasonable, and adequate and whether the Service Award (defined below) to Plaintiff Jose Ceron, Administration Expenses (defined below) to the Settlement Administrator, and attorneys' fees and costs to Class Counsel should be awarded. That hearing will be held on [TBD] at [TBD] before the Hon. William F. Highberger, in Department 10 of the Los Angeles Superior Court located at Spring Street Courthouse, 312 N Spring St, Los Angeles, CA 90012 ("Settlement Hearing"). Face masks are strongly recommended inside all Los Angeles County courthouses.

If the Court enters judgment based on the Settlement (defined below), the judgment will be posted on the Settlement Administrator's website. The Settlement Administrator's website address is [Website Address].

III. WHAT THE CASE IS ABOUT:

On behalf of himself and on behalf of other employees, Jose Ceron ("Class Representative" or "Plaintiff") claims that Defendant has, with respect to Plaintiff and the Class Members, allegedly violated provisions of the California Labor Code and wage and hour laws, by failing to properly pay minimum wages; failing to pay overtime compensation; failing to provide meal periods; failing to authorize and permit rest breaks; failing to indemnify necessary business expenses; failing to timely pay final wages at termination; failing to timely pay wages during employment; failing to keep requisite payroll records, failing to provide accurate itemized wage statements; failing to reimburse business expenses and unfair business practices. Plaintiff also seeks civil penalties under PAGA arising from or relating to Labor Code sections §§ 201, 202, 203, 204, 226, 226(a), 226(e), 226(h), 226.7, 226.7(c), 510, 512, 512(a), 1174(d), 1174.5, 1194, 1194(a), 1194.2, 1197, 1197.1, 1198, 2800, and 2802, including any federal counterparts, California Code of Civil Procedure §§ 382 & 1021.5, California Business and Professions Code section 17200, et seq., and any IWC Wage Orders. On behalf of himself and other employees of Defendant, Plaintiff seeks, *inter alia*, damages, unpaid wages, penalties, attorneys' fees, and interest for alleged wage and hour violations. Plaintiff alleges that Defendant employed him and the Class Members.

Defendant vehemently denies the Class Representative's allegations. Defendant adamantly denies each, every, and all of the allegations of the lawsuit, and maintains that it complied with all California wage and hour laws, such that the Class Representative cannot properly recover any damages including but not limited to civil penalties under California law. Although Defendant denies these allegations, Defendant has chosen to resolve the matter based upon the terms and conditions set forth in the Joint Stipulation and Agreement for Class and Representative Action Settlement and Release ("Settlement Agreement" or "Settlement"). The Court will determine whether or not to grant final approval of the Settlement.

The Settlement provides for the certification, for settlement purposes only, of all current and former non-exempt employees of Seven Ninety Two Company, Inc. who worked in the State of California at any time from February 10, 2017 up to and including May 15, 2022.

IV. THE SETTLEMENT OF THE CLAIMS:

On January 14, 2022, the parties participated in a full-day mediation in Los Angeles before an employment law mediator, Eve Wagner. The parties were able to resolve the matter subsequent to the mediation and agreed to the Settlement Agreement.

The Class Representative and Class Counsel believe the Settlement is in the best interest of the Class (defined below).

Through the Settlement, neither Defendant nor any of its employees have admitted any liability or wrongdoing and, in fact Defendant expressly denies any wrongdoing. The Court did not decide in favor of Plaintiff or Defendant. The Settlement Agreement has been preliminarily approved by the Court. A full copy of the Settlement Agreement, embodied in the document entitled "**JOINT STIPULATION AND AGREEMENT FOR CLASS AND REPRESENTATIVE ACTION SETTLEMENT AND RELEASE**" as preliminarily approved by the Court, as well as other public documents filed in this case, can be inspected in the Office of the Court Clerk located at 111 North Hill Street, Los Angeles, CA 90012.

V. THE TERMS OF THE CONDITIONAL CLASS ACTION SETTLEMENT:

On behalf of the Class Members, the Class Representative has reached a Settlement with Defendant and on **TBD** the Court conditionally certified a class, for settlement purposes only, comprised of the following persons (collectively, the "Class"):

All current and former non-exempt non-exempt employees of Defendant who worked in the State of California at any time from February 10, 2017 up to and including May 15, 2022.

Without admitting liability, Defendant has agreed to pay \$695,000.00 (the "Gross Settlement Amount") for a release of Defendant and all Released Parties (defined below) from the Released Claims (defined below) (see below for more

information). This is a non-reversionary settlement. Settlement Class Members will be bound by the Settlement and will release Defendant and all Released Parties (defined below) from the Released Claims (defined below) (see below for more information).

This Settlement is conditioned upon the Superior Court of the State of California for the County of Los Angeles, entering an order at or following the Settlement Hearing finally approving the Settlement as fair, reasonable, adequate, and in the best interests of the Class.

The following payments will be sought, subject to final approval by the Court, from the Gross Settlement Amount:

- (1) Payment in the amount of up to \$7,500.00 to the Class Representative (“Service Award”) in addition to the sum that he will receive as a Settlement Class Member, to compensate him for acting on behalf of the Class, including the time she expended to fulfill the role of Class Representative (e.g., assisting with the investigation of the claims, etc.);
- (2) Payment to the Settlement Administrator for the fees and costs of administering this Settlement (“Administration Expenses”), in the estimated maximum amount of \$10,000.00;
- (3) Payment in an amount of \$100,000 for penalties pursuant to the California Labor Code Private Attorney General Act of 2004 (“PAGA”), of which 75% of the amount (\$75,000.00) will be distributed to the California Labor Workforce and Development Agency (“LWDA”) and the remaining 25% of the amount (\$25,000.00) of the penalties will be distributed to current and former non-exempt employees of Seven Ninety Two Company, Inc. employed in California at any time from March 11, 2020 up to and including May 15, 2022;
- (4) Payment in an amount of up to \$243,500.00 to Class Counsel as attorneys' fees, to compensate them for their services in litigating this case on a contingency basis; and
- (5) Payment in an amount of up to \$25,000.00 to Class Counsel, to reimburse Class Counsel for actual litigation costs and expenses expended in this matter by Class Counsel.

The “Net Settlement Amount” is the Gross Settlement Amount less the above-mentioned requested payments, which are subject to final approval by the Court and which are not inclusive of Defendant’s share of state and federal employment and payroll taxes and withholdings. The Net Settlement Amount will be automatically distributed to Settlement Class Members, and these gross individual shares are known as the “Individual Settlement Amount.” The Individual Settlement Amount for each Settlement Class Member shall be determined on a *pro rata* basis based on his or her number of Workweeks (defined below) as compared to the total Workweeks of all Settlement Class Members. Workweeks are calculated by determining the number of days between the Settlement Class Member’s start and end dates of employment from February 10, 2017 up to and including May 15, 2022 and then dividing by seven (7). If a Settlement Class Member was hired prior to February 10, 2017, then his or her “start date” will be February 10, 2017.

VI. WHAT IS YOUR EXPECTED SHARE:

As discussed above, the Net Settlement Amount will be automatically distributed to Class Members who do not opt out of this Settlement, based on their respective number of Workweeks.

Defendant’s records reflect that you worked [insert number of workweeks] workweeks during the Class Period, and based on this number of Workweeks, your gross Individual Settlement Amount is estimated to be [insert estimated amount].

If you wish to dispute the number of Workweeks attributed to you, you may do so by submitting a written dispute (“Workweeks Dispute”) to the Settlement Administrator at the address listed in section II.2 (above), postmarked on or before [TBD]. A Workweeks Dispute must state: (a) your full name, address, telephone number, last four digits of your social security number, and signature; (b) the case name and number of the action (*Jose Ceron v. Seven Ninety Two Company, Inc., et al.*); (c) contain a statement indicating your intent to dispute or challenge the number of Workweeks credited to you and clearly identify the number of Workweeks you contend should be credited to you; and (d) include any records or documentation to support the Workweeks Dispute.

The amount stated herein as your estimated Individual Settlement Amount may change depending on the number of Class Members who do not opt-out and the Court's order with respect to the requests for attorneys' fees, litigation costs

and expenses, award to class representative, administration expenses, and PAGA payment. Further, your gross Individual Settlement Amount will be allocated as 10% wages (reported on an IRS Form W-2), and 90% interest and penalties (reported on an IRS Form 1099). The wage portion is subject to employee's and employer's share of state and federal employment and payroll taxes and withholdings prior to distribution.

VII. WHEN CAN I EXPECT TO RECEIVE MY SHARE OF THE SETTLEMENT:

The Settlement Administrator will distribute the settlement funds after funding has occurred and after the Court enters the final approval order and judgment.

Within 10 days after the Settlement Administrator deposits the Gross Settlement Amount into a qualified settlement account, the Settlement Administrator shall distribute the payments as follows: the Individual Settlement Payments to Settlement Class Members, Service Award to Class Representative, LWDA payment, Administration Expenses to the Settlement Administrator, and attorneys' fees, costs and Expenses to Class Counsel, all in the Court-approved amounts.

VIII. RELEASE OF CLAIMS OF SETTLEMENT CLASS MEMBERS:

If the Court grants final approval of the Settlement and the Gross Settlement Amount is fully funded, Class Members who do not Opt Out of the Settlement, will release, discharge, and agree to hold harmless the Released Parties (defined below), and each of them, of and from any and all Released Claims (defined below).

"Released Parties" shall mean Defendant Seven Ninety Two Company, Inc., IHOP #792, and all of their respective current and former parents, subsidiaries, predecessors, successors, and their affiliated entities, and each of their respective owners, officers, directors, employees, partners, shareholders, agents, and any other successors, heirs, assigns, legal representatives, any attorneys, insurers, and claims representatives..

"Action" means the case titled *Ceron v. Seven Ninety Two Company, Inc.*, filed on February 10, 2021, in the Los Angeles County Superior Court, and assigned Case No. 21STCV053560.

"PAGA Notice" means Plaintiff's letter to Defendant and the LWDA, dated March 11, 2021, LWDA Case No. LWDA-CM-825163-21, providing notice pursuant to Labor Code § 2699.3, subd.(a).

"Released Claims" include any and all federal and California state law wage-and-hour claims, rights, demands, liabilities, and/or causes of action of every nature and description arising from any and all claims that were alleged or could have been alleged in the Complaints based on the facts contained therein, including, without limitation, statutory, constitutional, contractual, and/or common law claims for wages, reimbursements, damages, unpaid costs, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief, including without limitation, California Labor Code sections 201, 202, 203, 204, 226, 226(a), 226(e), 226(h), 226.7, 226.7(c), 510, 512, 512(a), 1174(d), 1174.5, 1194, 1194(a), 1194.2, 1197, 1197.1, 1198, 2800, and 2802, including any federal counterparts, California Code of Civil Procedure §§ 382 & 1021.5, California Business and Professions Code section 17200, et seq., any IWC Wage Orders, any claims for (1) Violation of Labor Code §§ 510 and 1198 (unpaid overtime); (2) violation of Labor Code §§ 226.7 and 512(a) (unpaid meal period premiums); (3) violation of Labor Code § 226.7 (unpaid rest periods); (4) violation of Labor Code §§ 1194, 1197, 1197.1 (unpaid minimum wages); (5) violation of Labor Code §§ 201 and 202 (final wages not timely paid); (6) violation of Labor Code § 204 (wages not timely paid during employment); (7) violation of Labor Code § 226(a) (non-compliant wage statements); (8) violation of Labor Code § 1174(d) (failure to keep requisite payroll records); (9) violation of Labor Code §§ 2800 and 2802 (unreimbursed business expenses); (10) violation of California Business & Professions Code §§ 17200, et seq.; and (11) violation of Labor Code § 2698, et seq.

The Released Claims include those under the Fair Labor and Standards Act ("FLSA"), including those related to recordkeeping obligations, 29 U.S.C. § 211(c); 29 C.F.R. §§ 516, 778.223, 778.315, et seq.; and all state and federal law equivalents arising from or related to the facts and claims alleged in the Action and/or PAGA Notice or that could have been alleged in the Action and/or PAGA Notice; California Civil Code §§ 474, 3287, 3288, 3289; California Code of Civil Procedure sections 382, 1021.5; and the California common law of contract. This release excludes the release of claims not permitted by law, including but not limited to claims brought for workers' compensation benefits.

The following language will be printed on the reverse of each settlement payment check, or words to this effect: “By endorsing or otherwise negotiating this check, I acknowledge that I read, understood, and agree to the terms set forth in the Notice of Class Action Settlement and I consent to join in the Fair Labor Standards Act (“FLSA”) portion of the Action, elect to participate in the settlement of the FLSA claims, and agree to release all of my FLSA claims that are covered by the Settlement.”

Upon entry of Judgment, Class Members are precluded from filing a wage and hour action under the Fair Labor Standards Act against the Released Parties for claims and/or causes of action encompassed by the Released Claims which are extinguished and precluded pursuant to the holding in *Rangel v. PLS Check Cashers of California, Inc.*, 899 F.3d 1106 (2018). This release excludes the release of claims not permitted by law.

In connection with the above Released Claims, and in consideration of Defendant’s payments of the Gross Settlement Amount, each and every Class Member who does not Opt Out, including Plaintiff, will be deemed also to have acknowledged and agreed that California Labor Code section 206.5 is not applicable to Defendant and the Class Members because there is a good faith dispute as to whether any wages are due at all to any Class Member. California Labor Code section 206.5 provides in pertinent part as follows:

AN EMPLOYER SHALL NOT REQUIRE THE EXECUTION OF A RELEASE OF A CLAIM OR RIGHT ON ACCOUNT OF WAGES DUE, OR TO BECOME DUE, OR MADE AS AN ADVANCE ON WAGES TO BE EARNED, UNLESS PAYMENT OF THOSE WAGES HAS BEEN MADE.

IX. RELEASE OF CLAIMS OF PAGA GROUP MEMBERS:

If the Court grants final approval of the Settlement and the Gross Settlement Amount is fully funded, each PAGA Group Member (defined below) and Plaintiff, each release, discharge, and agree to hold harmless the Defendant of and from any and all Released PAGA Claims (defined below).

“PAGA Group Member(s)” means all current and former non-exempt employees of Seven Ninety Two Company, Inc. employed in California at any time from March 11, 2020 through May 15, 2022.

“Released PAGA Claims” include any and all Released Claims arising under the Private Attorneys General Act, California Labor Code Section 2698, et seq., including but not limited to the LWDA Notice, dated March 11, 2021, LWDA Case No. LWDA-CM-825163-21, and any and all civil penalties under PAGA arising from or relating to alleged violations of Labor Code sections 201, 202, 203, 204, 210, 218.5, 226(a), 226.7, 510, 512, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, 2698 et seq., 2699 et seq., 2699.3, 2699.5; California Code of Regulations, Title 8, Section 11010 et seq.; and Industrial Welfare Commission Wage Order, including inter alia Wage Orders 4-2001 and 5-2001.

X. HOW TO OBTAIN ADDITIONAL INFORMATION:

This Notice is only a summary of the class action lawsuit and the associated Settlement. For more information, you may inspect the Court files and the Settlement Agreement at the Los Angeles County Superior Court, located at 111 North Hill Street, Los Angeles, CA 90012.

You may also contact Class Counsel, Settlement Administrator, and/or Defendant’s Counsel for more information:

Class Counsel: Arby Aiwarzian (SBN 269827) Joanna Ghosh (SBN 272479) Brian St. John (SBN 304112) LAWYERS for JUSTICE, PC 410 West Arden Avenue, Suite 203 Glendale, California 91203 Telephone: (818) 265-1020 Facsimile: (818) 265-1021 arby@calljustice.com	Defendant’s Counsel: Beth Kahn, Esq. Beth Kahn, Esq. Matthew Richardson, Esq. MUSICK, PEELER & GARRETT LLP 333 South Hope Street, Suite 2900 Los Angeles, CA 90071 Telephone: (213) 629-7600 Facsimile: (213) 624-1376 b.kahn@musickpeeler.com
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joanna@calljustice.com brian@calljustice.com	m.richardson@musickpeeler.com
Settlement Administrator: [Address] [Telephone] [Facsimile] [Email]	

PLEASE DO NOT CALL OR WRITE TO THE COURT ABOUT THIS NOTICE.

EXHIBIT B

LAWYERS FOR JUSTICE

March 11, 2021

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

Re: SEVEN NINETY TWO COMPANY, INC.; IHOP #792

Dear Representative:

We have been retained to represent Jose Ceron against Seven Ninety Two Company, Inc., and IHOP #792 (including any and all affiliates, subsidiaries, parents, directors, officers, and employees) (collectively referred to as "SNTC") for violations of California wage-and-hour laws. Mr. Ceron seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

Mr. Ceron seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

SNTC employed Mr. Ceron as an hourly-paid, non-exempt employee from approximately June 2009 to approximately March 2020, in the State of California.

The "aggrieved employees" that Mr. Ceron may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California.

Based on the following facts and theories, SNTC has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 4-2001, and 5-2001.

[SNTC required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time. Such work included, but was not limited to, responding to work related inquiries, cooking, fulfilling customer orders, and cleaning.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-

and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Mr. Ceron and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Mr. Ceron and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, SNTC required Mr. Ceron and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, SNTC failed to pay Mr. Ceron and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, SNTC failed to pay Mr. Ceron and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, SNTC did not provide Mr. Ceron and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from SNTC were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Mr. Ceron and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil

penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Mr. Ceron and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Mr. Ceron and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Mr. Ceron and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Mr. Ceron and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, SNTC failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Mr. Ceron and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, SNTC did not provide Mr. Ceron and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

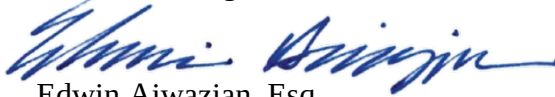
California Labor Code section 1198 provides that "The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 4-2001, and 5-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, SNTC failed to pay Mr. Ceron and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Mr. Ceron and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, SNTC failed to pay Mr. Ceron and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Mr. Ceron and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Mr. Ceron and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by SNTC. These costs include, but are not limited to, the use of personal phones for business-related tasks, the purchasing and maintenance of clothing in compliance with company policies, and the purchasing and maintenance of non-slip shoes in compliance with company policies.

Therefore, on behalf of all aggrieved employees, Mr. Ceron seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,



Edwin Aiwasian, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

Seven Ninety Two Company, Inc.
c/o Brian Alpert
Agent for Service of Process
1323 Newbury Park Rd., Suite 100
Newbury Park, CA 91320

IHOP # 792
c/o Richard Sandnes
25060 Avenue Stanford, Suite 200
Valencia, CA 91355

Seven Ninety Two Company, Inc.
IHOP #792
c/o Autumn L. Moore
CLARK HILL LLP
Attorney
1055 West Seventh Street, Suite 2400
Los Angeles, CA 90017