

Larry W. Lee (State Bar No. 228175)
Mai Tulyathan (State Bar No. 316704)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa St., Suite 1250
Los Angeles, California 90071
(213) 488-6555
(213) 488-6554 facsimile

Attorneys for Plaintiff and the Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

TASHA COLE, as an individual and on behalf
of all others similarly situated,

Plaintiff,

vs.

NORTHCENTRAL PIZZA, LLC, a California
corporation; and DOES 1 through 50, inclusive,

Defendants .

Case No. 34-2021-00299158-CU-OE-GDS

**DECLARATION OF MAI TULYATHAN
IN SUPPORT OF PLAINTIFF'S
UNOPPOSED MOTION TO APPROVE
SETTLEMENT AGREEMENT
PURSUANT TO THE PRIVATE
ATTORNEYS GENERAL ACT**

Date: July 12, 2022

Time: 9:00 a.m.

Dept.: 54

Reservation No.: 2649437

Complaint Filed: April 21, 2021

Trial Date: None Set

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I, Mai Tulyathan, declare as follows:

1. I am an attorney at law duly admitted to practice before all courts in the State of Virginia and am a member of the law firm of the Diversity Law Group, P.C., one of the attorneys of record for Plaintiff Tasha Cole (“Plaintiff”) in the above-entitled action. I have personal knowledge of the matters set forth herein, and if called upon as a witness to testify in this matter, I could and would competently do so.

PROCEDURAL HISTORY

2. On March 4, 2021, Plaintiff submitted her written notice under Labor Code § 226 (the “PAGA Notice”) to the Labor and Workforce Development Agency (“LWDA”) Defendant. As set forth in the PAGA Notice, Plaintiff alleged that Defendant: (1) failed to provide off-duty rest periods in violation of Labor Code § 226.7; (2) failed to provide off-duty rest periods in violation of Labor Code §§ 226.7 and 512; (3) failed to pay all wages owed Plaintiff in violation of Labor Code §§ 201-203; and (4) failed to provide accurate itemized wage statements in violation of Labor Code § 226.

3. On April 21, 2021, Plaintiff filed a representative PAGA action against Defendant in the Superior Court of California, County of Sacramento (the “Action”). The Complaint alleges a single cause of action for violation of the PAGA, Labor Code § 2698, *et seq.*, predicated on the alleged violations of the Labor Code described above.

4. As alleged in the Complaint, Plaintiff alleges that Defendant failed to provide any meal and rest periods to Plaintiff and aggrieved employees, in violation of Labor Code §§ 201-203, 226.7, and 512. In this regard, Plaintiff alleges that Defendant required its employees to work through their meal and rest periods without providing the requisite off-duty meal and/or rest periods. Due to Defendant's scheduling and/or staffing issues of its other employees, Plaintiff and other employees were routinely not allowed to take their rest breaks during their full 30-minute meal breaks.

5. Plaintiff also seeks to recover PAGA penalties for Defendant's alleged failure to accurate wage statements, for derivative wage statement violations and standalone wage

1 statement violations. For Plaintiff's standalone wage statement violations, Plaintiff alleges that
2 whenever overtime and/or double time wages were paid to Plaintiff and aggrieved employees,
3 the corresponding wage statements displayed the wrong hourly rate of pay. Specifically, the
4 overtime and/or double time hourly pay rates are identified on the wage statements as the base
5 hourly rates of pay, rather than the correct overtime rate of pay of 1.5 times the regular rate of
6 pay.

7 **THE PARTIES PARTICIPATE IN INFORMAL DISCOVERY AND MEDIATION**

8 6. After the filing of the Complaint, the Parties met and conferred to discuss the
9 enforceability of the arbitration agreement signed by Plaintiff. In connection with meet and
10 confer discussions, the Parties agreed to participate in early mediation with wage-and-hour
11 mediator Tripper Ortman, Esq.

12 7. Prior to the mediation, the Parties engaged in informal discovery. As part of
13 informal discovery, Defendant produced data relevant to the potential value of the claims,
14 including information pertaining to the PAGA group, the number of workweeks and pay
15 periods at issue, a sample of time and payroll records for the PAGA group, and documents
16 pertaining to Defendant's policies and practices. The data allowed Plaintiff to run
17 comprehensive damages analysis.

18 8. On December 17, 2021, the Parties engaged in an all-day mediation session with
19 Tripper Ortman, a respected and experienced mediator in wage and hour class and PAGA
20 actions. While the Parties did not reach a resolution at mediation, the Parties continued
21 lengthy settlement negotiations facilitated by Mr. Ortman. The Parties subsequently accepted
22 a mediator's proposal on or about March 7, 2022.

23 9. The Parties have agreed to settle the Action pursuant to the terms and conditions
24 of the PAGA Settlement Agreement ("Agreement" or "Settlement Agreement"), a true and
25 correct copy of which is attached to this declaration as **Exhibit A**.

26 10. Based on my independent investigation and evaluation, I am of the opinion that
27 the settlement with Defendant for the consideration and on the terms set forth in the Settlement
28 Agreement is fair, reasonable, and adequate and is in the best interests of Plaintiff, the State of

1 California, and Aggrieved Employees, in light of all known facts and circumstances, including
2 the risk of significant delay, the uncertainty associated with litigation, the various defenses
3 asserted by Defendant, and the numerous potential appellate issues.

4 **SUMMARY OF THE MONETARY TERMS OF SETTLEMENT**

5 11. Pursuant to the Agreement, the “PAGA Settlement Group Members” consists of
6 all current and former non-exempt hourly general managers and assistant managers of
7 Defendant in the State of California who were employed at Northcentral Pizza, LLC at any
8 time from March 1, 2020, to December 17, 2021 (also referred to herein as “Aggrieved
9 Employees”). (Settlement Agreement ¶¶ I.E., I.O.) Pursuant to the Agreement, Defendant
10 agrees that there are no more than 6,873 pay periods worked by Aggrieved Employees during
11 the period of March 1, 2020, to December 17, 2021 (the “Covered Period”). (Settlement
12 Agreement ¶ III.B.) Based upon Defendant’s records, there are approximately 350 unique
13 PAGA Settlement Group Members during the Covered Period.

14 12. The Settlement Agreement calls for a “Total Settlement Amount” in the amount
15 of \$275,000.00 for resolution of the Action. (Settlement Agreement ¶¶ I.W., III.B.) The
16 balance of the Total Settlement Amount remaining after deduction of approved attorneys’ fees
17 and litigation costs, final costs of the settlement administration, and approved Service Award
18 to Plaintiff (“Net Settlement Amount”), will be available for distribution to the LWDA and
19 Aggrieved Employees pursuant to the PAGA. (Settlement Agreement ¶¶ I.L., III.C.) The
20 Parties estimate that the Net Settlement Amount will be at least \$151,496.79.

21 13. As part of the Settlement Agreement, seventy-five percent (75%) of the Net
22 Settlement Amount, or approximately \$113,622.59 will be paid to the LWDA. The remaining
23 twenty-five percent (25%) of the Net Settlement Amount, or approximately \$37,874.20, will
24 be paid to the PAGA Settlement Group Members. This 75/25 allocation is required by Labor
25 Code § 2699 as explained by *ZB, N.A. v. Superior Court*, 8 Cal. 5th 175 (2019).

26 14. The individual settlement payments to PAGA Settlement Group Members will
27 be allocated proportionally based on the number of pay periods each PAGA Settlement Group
28 Member worked for Defendant during the Covered Period. (Settlement Agreement ¶ III.H.)

1 The amount any particular Aggrieved Employee will be entitled to recover will vary depending
2 on the number of pay periods he or she worked, with some entitled to receive more, and others
3 less. This is fair, as it directly allocates greater penalties to individual Aggrieved Employees
4 who experienced a higher number of alleged violations.

5 15. Based on the estimated number of Aggrieved Employees, on a raw average, each
6 Aggrieved Employee will receive approximately \$432.85 as a result of the Settlement.

7 16. The Settlement Agreement further provides that Plaintiff will be entitled to
8 request a Service Award in the amount of \$10,000.00. (Settlement Agreement ¶ III.G.)

9 17. The Settlement Agreement specifies up to thirty-five percent (35%) of the Total
10 Settlement Amount, or \$96,250.00, to be paid as attorneys' fees to Plaintiff's Counsel, as well
11 as litigation costs not to exceed \$17,000.00. (Settlement Agreement ¶ III.F.)

12 18. The Parties have selected Phoenix Settlement Administrators as the Settlement
13 Administrator. (Settlement Agreement ¶¶ I.U., III.I.) The Settlement Agreement allocates
14 \$4,125.00 to cover the costs related to the administration of the settlement. (Settlement
15 Agreement ¶ III.D.) Plaintiff's Counsel believes that this amount is reasonable in relation to
16 the value of the settlement.

17 19. Any portion of the attorneys' fees and litigation costs, Service Award to Plaintiff
18 and/or settlement administration costs not used or approved by the Court shall be added to the
19 Net Settlement Amount for distribution to the LWDA and Aggrieved Employees.

20 **POTENTIAL CIVIL PENALTIES**

21 20. I negotiated the settlement based on a clear understanding of the potentially
22 available PAGA penalties in this case.

23 21. Defendant has indicated that the aggrieved employees worked 6,873 pay periods
24 during the Covered Period. (Settlement Agreement ¶ III.B.) Therefore, pursuant to the
25 PAGA, Plaintiff has calculated total exposure, if the Court were to award penalties for the
26 violations alleged, could total as high as \$3,092,850. This aggregate amount is based on the
27 following calculations:

- 28 • PAGA based on meal period violations: 6,873 pay periods x \$100 initial

violation penalty = \$687,300

- PAGA based on rest period violations: 6,873 pay periods x \$100 initial violation penalty = \$687,300
- PAGA based on wage statement violations: 6,873 pay periods x \$250 violation penalty (pursuant to Labor Code § 226.3 and pursuant to *Raines v. Coastal Pacific Food Distributors, Inc.*) = \$1,718,250

22. The maximum penalty calculation assumes that Plaintiff will prevail on the merits on all theories of liability. However, I am aware that courts routinely award far less than the statutory maximum amount of civil penalties, even where an underlying violation of the Labor Code is found.

23. Defendant has raised several defenses to the theories of liability presented by Plaintiff in this case. With respect to the meal and rest period claims, Defendant argued that its written policies are compliant with meal and rest period laws and that it provided its employees with meal and rest periods. In support of this, Defendant provided evidence of its written meal and rest period policies. In addition, Defendant also argued that its managers signed on-duty meal period waivers, which it maintains are valid, to help combat issues regarding scheduling of shifts.

24. With respect to the wage statement theory of liability, Defendant argued that its wages statements provide all details that are necessary for employees to verify their pay and that employees can use simple math to obtain any information such that there is no 226(a)(9) wage statement violation under California law. In any event, Defendant has represented that it has revised its wage statement practices to identify the separate rate of pay for overtime and double time wages as of October 2020. As such, even if Plaintiff could prevail on liability on this theory of liability, any penalties recoverable would be limited.

25. Defendant asserted additional defenses to the PAGA claim, not only as to liability but also as to the amount of the penalties. Defendant argued that no penalties should be awarded because any alleged violations were not intentional, and thus should be substantially reduced. Defendant also argued that the PAGA claims were unmanageable,

1 which presented significant risk especially considering the Court of Appeal's recent holding in,
2 *Wesson v. Staples the Off. Superstore, LLC*, 68 Cal. App. 5th 746, 283 Cal. Rptr. 3d 846
3 (2021), reh'g denied (Sept. 27, 2021), review filed (Oct. 19, 2021) (upholding trial court's
4 order striking PAGA claim as unmanageable). These defenses present a risk to the PAGA
5 claim and the potential that some or all of the PAGA penalties sought may not be awarded.

6 26. I strongly believe that Plaintiff can prevail at trial. However, after taking into
7 account sharply disputed factual and legal issues involved in this litigation, the risks attending
8 further prosecution, and the substantial benefits to be received pursuant to the compromise and
9 settlement of the litigation, I have concluded that settlement on the terms set forth in the
10 Settlement Agreement is appropriate and in the best interests of Plaintiff and the Aggrieved
11 Employees.

12 27. While Plaintiff maintains that there does not exist any reason for reducing PAGA
13 penalties here, Plaintiff is aware that Defendant's defenses could be persuasive to the Court.
14 Accordingly, Plaintiff factored in those evaluations into the proposed settlement amount.
15 Here, the Total Settlement Amount is \$275,000, which is approximately **8.89 percent** of the
16 total estimated exposure.

17 ATTORNEY EXPERIENCE

18 28. My firm has a great deal of experience in wage and hour class action litigation
19 and has been approved as class counsel in a number of class actions.

20 29. I am one of the primary attorneys on this matter. My qualifications are as
21 follows: I received my JD from Loyola Law School in 2017. I received the First Honors
22 Award in Legal Research and Writing, First Honors Award in Appellate Advocacy, and First
23 Honors Award in Civil Litigation Practicum I for achieving the highest grade in those classes.
24 During law school, I was a Staff Editor for Loyola Law Review. I was also an extern at the
25 U.S. District Court, Central District of California, for the Honorable Christina A. Snyder, and a
26 certified law clerk at the San Diego County District Attorney's Office, Collaborative Courts
27 Division, and the Los Angeles County District Attorney's Office, Consumer Protection and
28 Environmental Crimes Division. In 2016, I participated in Loyola Law School's Scott Moot

1 Court Competition, where I placed Top 16 and was the awarded the Top Ten Brief Award. In
2 2017, I participated in the Employment Rights Clinic, an extension of the Division of Labor
3 Standards Enforcement created to investigate retaliation complaints. Upon graduation from
4 law school, I was admitted to the California Bar in December 2017.

5 30. I am currently an associate at the law firm Diversity Law Group, P.C., an
6 employment law firm that has handled numerous wage and hour class and individual actions,
7 on both plaintiff and defense sides. The firm currently has cases in numerous state courts,
8 including the Santa Clara Superior Court, Los Angeles Superior Court, Orange County
9 Superior Court, San Diego County Superior Court, Monterey County Superior Court, as well
10 as the United States District Courts for the Central, Northern, Southern, and Eastern Districts
11 of California. I have handled and am currently handling numerous wage and hour class action
12 and PAGA lawsuits, including *Magadia v. Wal-Mart Associates, Inc., et al.* (Case Number
13 5:17-cv-00062-LHK); *Garcia v. Wal-Mart Associates, Inc., et al.* (Case Number 3:18-cv-
14 00500-L-MDD); *Arroyo v. Int'l Paper Company* (Case Number 5:17-cv-06211-BLF); *Baker v.*
15 *California Forensic Medical Group, Inc., et al.*, Judicial Council Coordination Proceeding No.
16 4999 (Lead Case No. 17CV003723); *Westmoreland v. KinderCare Education LLC* (Case
17 Number CGC-19-573125); *Arrington v. Automatic Data Process Insurance Agency, Inc.* (Case
18 Number 30-2019-01099994-CU-OE-CXC); *Garcia v. Apex Systems, LLC, et al.* (Case Number
19 RG19014709); *Martin v. Wells Fargo Bank* (Case Number 19-cv-01969-JAK).

20 31. In 2018, I argued before the California Court of Appeal, Second Appellate
21 District, in the case of *Lee v. California Commerce Club, Inc.* (California Court of Appeal
22 Case Number B276171, LASC Case Number BC596924), and *Perez v. Standard Drywall, Inc.*
23 (California Court of Appeal Case Number A146819, Alameda Sup. Ct. No. RG15761142). In
24 that same year, I also assisted the firm in successfully obtaining class certification and partial
25 summary judgment by the United States District Court, Central District of California in the
26 case of *Magadia v. Wal-Mart Associates, Inc.* (Case Number 17-CV-00062-LHK). I third
27 chaired the bench trial in that same case in December 2018.

28 32. I have also been certified and/or approved as class counsel in numerous other

1 wage/hour class actions. Most recently, I was certified and/or approved as class counsel in the
2 cases *Garcia v. Wal-Mart Associates, Inc., et al.* (Case Number 3:18-cv-00500-L-MDD),
3 *Richert v. Samaritan, LLC, et al.* (Case Number 17CV314186), *Song v. THC – Orange*
4 *County, Inc.* (Case No. 8-17-cv-965-JLS (DFM)), and *Hernandez v. Wells Fargo Bank*
5 *National Ass’n, et al* (Case No. 16-CV-299319). Moreover, I was granted final approval as
6 class counsel in *Lao v. H & M Hennes & Mauritz, L.P.* (Case No. 5:16-cv-333 EJD), *Abarca v.*
7 *El Estero Car Wash, Inc. et al* (Case No. 18CV003398), *Valles v. Community Hospital of the*
8 *Monterey Peninsula* (Case No. 17CV003452), *Chavez v. Hugo Boss Retail, Inc.* (Case No.
9 18CV322644), *Hernandez v. Wells Fargo Bank National Ass’n, et al* (Case No. 16-CV-
10 299319); *Baker v. California Forensic Medical Group, Inc., et al.*, Judicial Council
11 Coordination Proceeding No. 4999 (Lead Case No. 17CV003723); *Mendez v. Falcon Trading*
12 *Company* (Case No. 19CV004512); *Truong v. DS Services of America, Inc.* (Case No.
13 FCS054399).

14 LITIGATION COSTS

15 33. At the time the Parties negotiated the Settlement Agreement, I did not have a
16 final tally of the litigation costs incurred to date. As such, the Parties included a maximum
17 amount that could be attributed to costs under the settlement.

18 34. Diversity Law Group requests litigation costs in the amount of \$13,628.21.
19 Plaintiff’s counsel believes this request is reasonable, especially in light of the fact that the
20 Parties agreed that Plaintiff’s counsel may seek up to \$17,000.00 in litigation costs under the
21 Settlement Agreement.

22 35. The requested amount of \$13,628.21 includes costs that were all directly
23 incurred in the prosecution of this action, including, but not limited to, filing/service fees, court
24 fees, expert fees, and mediation fees. Attached hereto as **Exhibit B** is a true and correct copy
25 of the costs incurred to date.

26 NOTICE TO LWDA

27 36. Concurrent with the filing of the Motion to Approve Settlement Pursuant to
28 PAGA, my office uploaded the motion, Settlement Agreement, and proposed order to the

1 LWDA's website. In addition, my office shall submit to the LWDA a copy of the Court's
2 judgment and order approving the Settlement Agreement within ten (10) days after entry of
3 judgment or order.

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

6 Executed on this 17th day of June 2022, at Los Angeles, California.

7 

8
9 Mai Tulyathan

EXHIBIT A

Brandon R. McKelvey (SBN 217002)
brandon@medinamckelvey.com
Timothy B. Nelson (SBN 235279)
E-mail: tim@medinamckelvey.com
Douglas R. Leach (SBN 325955)
E-mail: doug@medinamckelvey.com
MEDINA McKELVEY LLP
925 Highland Pointe Drive, Suite 300
Roseville, California 95678
Telephone: (916) 960-2211
Facsimile: (916) 742-5488

Attorneys for Defendant NORTHCENTRAL
PIZZA, LLC

Larry W. Lee (SBN 228175)
E-mail: lwlee@diversitylaw.com
Mai Tulyathan (SBN 316704)
E-mail: ktulyathan@diversitylaw.com
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, California 90071
Telephone: (213) 488-6555
Facsimile: (213) 488-6554

Attorneys for Plaintiff TASHA COLE

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

TASHA COLE, as an individual and on behalf of
all others similarly situated,

Plaintiff,

v.

NORTHCENTRAL PIZZA, LLC, a California
corporation; and DOES 1 to 50, inclusive,

Defendants.

Case No. 34-2021-00299158

PAGA SETTLEMENT AGREEMENT

Action Filed: April 21, 2021

Trial Date: Not Yet Assigned

1 **PAGA SETTLEMENT AGREEMENT**

2 This PAGA Settlement Agreement is made by and between Plaintiff TASHA COLE
3 (“Plaintiff”), on behalf of herself and on behalf of the State of California and all Private Attorneys
4 General Act (“PAGA”) Settlement Group Members, on the one hand, and Defendant
5 NORTHCENTRAL PIZZA, LLC, on behalf of itself and all of its current and former owners,
6 parents, subsidiaries, members, representatives, agents, insurers, officers, directors, and employees
7 (“Defendant”), on the other hand (Plaintiff and Defendant are collectively referred herein as, the
8 “Parties”, and individually as a “Party”), subject to the approval of the Court in accordance with
9 California Labor Code section 2699(1)(2), upon and subject to the following terms and conditions.

10 **I. DEFINITIONS**

11 Unless otherwise defined herein, the following terms used in this Agreement shall have
12 the meanings ascribed to them as set forth below:

- 13 A. “Action” means the civil action titled *Tasha Cole, as an individual and on behalf of*
14 *others similarly situated v. Northcentral Pizza, LLC, a California Corporation; and*
15 *DOES 1 to 50, inclusive* Case No. 34-2021-00299158 (the “Action”), pending before
16 Superior Court of the State of California, for the County of Sacramento (the “Court”).
- 17 B. “Agreement” or “Settlement Agreement” means this PAGA Settlement Agreement.
- 18 C. “Complaint” means the Complaint filed by Plaintiff on April 21, 2021, in the Action.
- 19 D. “Court” means the Superior Court for the State of California, County of Sacramento.
- 20 E. “Covered Period” means the period of time from March 1, 2020, to December 17,
21 2021.
- 22 F. “Defendant” means the Defendant in this Action, NORTHCENTRAL PIZZA, LLC
- 23 G. “Effective Date” means the date upon full funding of the Settlement.
- 24 H. “Defendant’s Counsel” means Timothy B. Nelson and Douglas R. Leach of Medina
25 McKelvey LLP.
- 26 I. “Judgment” means the Order Granting Approval of Settlement and Entering Final
27 Judgment entered by the Court in substantially the same form evidenced by Exhibit A
28 to this Agreement and incorporated by reference into this Agreement.

- 1 J. "LWDA" means the California Labor and Workforce Development Agency.
- 2 K. "LWDA Payment" means the portion of the payment from the Total Settlement
- 3 Amount to be paid to the LWDA under the Settlement Agreement.
- 4 L. "Net Settlement Amount" means the amount from the Total Settlement Amount that
- 5 is available for distribution as Settlement Shares to PAGA Settlement Group
- 6 Members and the LWDA Payment after deduction for (i) the Representative
- 7 Plaintiff's Payment, (ii) the Plaintiff's Counsel Fees and Expenses Payment, and (iii)
- 8 the Settlement Administrator's fees and expenses. If any Settlement Share check is
- 9 not timely cashed by a Settlement Group Member, that share will be sent to the
- 10 California State Controllers' Office Unclaimed Property Fund in the name of the
- 11 Settlement Group Member. The Parties agree that since this is not a class action,
- 12 California Code of Civil Procedure § 384 shall not be applicable.
- 13 M. "PAGA" means the Private Attorneys General Act of 2004, California Labor Code
- 14 section 2698 *et seq.*
- 15 N. "PAGA Notice" means a notice of proposed settlement pursuant to PAGA,
- 16 substantially in the form evidenced by **Exhibit B** to this Agreement.
- 17 O. "PAGA Settlement Group Members" means all current and former non-exempt
- 18 hourly general managers and assistant managers of Defendant in the State of
- 19 California who were employed at Northcentral Pizza, LLC at any time during the
- 20 Covered Period.
- 21 P. "Plaintiff" means the Plaintiff in this Action, Tasha Cole.
- 22 Q. "Plaintiff's Counsel" means Larry W. Lee and Mai Tulyathan of Diversity Law
- 23 Group, P.C.
- 24 R. "Released Parties" means Defendant and all of its current and former owners,
- 25 parents, subsidiaries, members, representatives, agents, insurers, officers, directors,
- 26 managers, employees, and related entities.
- 27 S. "Representative Plaintiff's Payment" means the special payment made to Plaintiff to
- 28

1 compensate her for initiating and pursuing the Action on behalf of the State of
2 California and other aggrieved employees, and for undertaking the risk of liability for
3 attorneys' fees and expenses in the event that she was unsuccessful in the prosecution
4 of the Action.

5 T. "Settlement" means this PAGA Settlement Agreement.

6 U. "Settlement Administrator" means the administrator proposed by the Parties and
7 appointed by the Court to administer the Settlement. The Parties have agreed to
8 propose Phoenix Settlement Administrator to serve in this capacity.

9 V. "Settlement Share" means the portion of the Net Settlement Amount to be allocated
10 to each PAGA Settlement Group Member as provided by this Agreement.

11 W. "Total Settlement Amount" means the total amount to be paid by Defendant as
12 provided by this Agreement. The Total Settlement Amount is two hundred seventy-
13 five thousand dollars and no cents (\$275,000.00). The Total Settlement Amount will
14 cover (i) all Settlement Shares to PAGA Settlement Group Members, (ii) the LWDA
15 Payment, (iii) the Representative Plaintiff's Payment, (iv) Plaintiff's Counsel Fees
16 and Expenses Payment, and (v) the Settlement Administrator's fees and expenses.

17 **II. FACTUAL BACKGROUND**

18 A. On or about March 4, 2021, Plaintiff served a letter to the LWDA and Defendant in
19 accordance with the requirements of Labor Code section 2699.3, to notify the LWDA
20 of alleged violations by Defendant of California Labor Code sections 201, 202, 203,
21 226(a), 226.7, and 512 for the following alleged failures: (1) failure to provide
22 accurate itemized wage statements; (2) failure to provide off-duty rest periods; (3)
23 failure to provide duty-free meal periods; (4) failure to pay all wages owed upon
24 separation of employment. To date, the LWDA has declined to investigate the
25 alleged violations.

26 B. On April 21, 2021, Plaintiff commenced this Action and filed the operative
27 Complaint in Court. Plaintiff's Complaint sought civil penalties under the PAGA for
28 the following alleged violations of the California Labor Code: (1) wage statement

violations (Labor Code sections 226); (2) rest break violations (Labor Code sections 226.7); (3) meal break violations (Labor Code section 226.7 and 512); and (4) failure to pay all wages due at the time of termination (Labor Code sections 201-203).

C. In the Action, Plaintiff sought penalties under PAGA on behalf of herself, the State of California, and the PAGA Settlement Group Members for the alleged violations of the California Labor Code.

D. Prior to mediation, Defendant, by and through its counsel, supplied Plaintiff's counsel with informal discovery for purposes of mediation, including data pertaining to the aggrieved employees (such as the number of aggrieved employees and pay periods at issue), a sample of employee and payroll data, policy documents, and additional information regarding Defendant's non-exempt, hourly employees in California who were placed at Northcentral Pizza, LLC, which Plaintiff's Counsel reviewed and analyzed.

E. On December 17, 2021, the Parties participated in a mediation presided over by well-respected employment law mediator Tripper Ortman, Esq. During the mediation, each side, represented by its respective counsel, recognized the risk of an adverse result in the Action. While the Parties did not reach a resolution at mediation, the Parties continued negotiations over several months with the assistance of Mr. Ortman. The Parties subsequently agreed to and accepted a mediator's proposal on or about March 7, 2022. The Parties have agreed to settle the Action pursuant to the terms and conditions of this Agreement.

F. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that Plaintiff's claims in the Action have merit or that Defendant has any liability to Plaintiff or the PAGA Settlement Group on those claims, or as an admission by Plaintiff that Defendant's defenses in the Action have merit.

III. SETTLEMENT TERMS AND CONDITIONS

1 A. **Non-Admission.** Nothing in this Settlement nor the acts to be performed or
2 judgments to be entered pursuant to the terms of the Settlement shall be construed
3 to be an admission by Plaintiff that his claims do not have merit or by Defendant
4 of any liability or wrongdoing as to Plaintiff, Aggrieved Employees or any other
5 person. Defendant specifically disclaims any such liability or wrongdoing.
6 Defendant denies the allegations in the Action and specifically denies that it has
7 committed any misconduct, statutory or regulatory violation, wrongdoing, or any
8 other actionable conduct of any kind. The Parties have entered into this Settlement
9 with the intention to avoid further disputes and litigation with the attendant
10 inconvenience, expenses and risks. This Settlement and any related court
11 documents or orders are not and may not be cited or admitted as evidence of
12 liability.

13 B. **Total Settlement Amount.** Subject to the terms and conditions of this Agreement
14 and court approval, the Total Settlement Amount is two hundred seventy-five
15 thousand five hundred dollars and no cents (\$275,000.00.) The Total Settlement
16 Amount will cover (i) all Settlement Shares to PAGA Settlement Group Members,
17 (ii) the LWDA Payment, (iii) the Representative Plaintiff's Payment, (iv) the
18 Plaintiff's Counsel Fees and Expenses Payment, and (v) the Settlement
19 Administrator's fees and expenses. The settlement is non-reversionary, such that
20 the entire Total Settlement Amount will be disbursed. The Parties agree that the
21 Total Settlement Amount of \$275,000.00 is based on an agreement that the number
22 of pay periods at issue during the Covered Period does not exceed 6,873 pay
23 periods.

24 C. **Net Settlement Amount.** The Parties agree that the following amounts should be
25 subtracted from the Total Settlement Amount, if approved by the Court, resulting
26 in a Net Settlement Amount to distribute to the LWDA and Aggrieved Employees:
27 (1) Payment to the Settlement Administrator; (2) Payment to Plaintiff's Counsel
28 for attorney's fees and costs; and (3) Representative Plaintiff's Payment.

- 1 D. **Payments to Settlement Administrator.** The Settlement Administrator will pay
2 to itself out of the Total Settlement Amount its reasonable fees and expenses as
3 approved by the Court, and not to exceed four thousand one hundred and twenty-
4 five dollars (\$4,125.00).
- 5 E. **Payments to LWDA.** The Settlement Administrator shall pay to the LWDA 75%
6 of the Net Settlement Amount.
- 7 F. **Payment to Plaintiff's Counsel.** Defendant will not oppose Plaintiff's Counsel's
8 request for a "Fees and Expenses Payment" in the total, maximum amount of one
9 hundred thirteen thousand and two hundred fifty dollars (\$113,250.00), which
10 includes a request for attorneys' fees of up to ninety-six thousand and two hundred
11 fifty dollars (\$96,250.00), or thirty-five percent (35%) of the Total Settlement
12 Amount), and a request for litigation costs and expenses incurred in connection
13 with this Action not to exceed seventeen thousand dollars (\$17,000.00). The
14 Settlement Administrator will issue to Plaintiff's Counsel a Form 1099 with
15 respect to the awarded attorneys' fees and costs.
- 16 G. **Payment to Plaintiff.** In addition to her Settlement Share, Plaintiff will apply to
17 the Court for a Representative Plaintiff's Payment of no more than ten thousand
18 dollars and no cents (\$10,000.00). Defendant will not oppose a Representative
19 Plaintiff's Payment of up to ten thousand dollars and no cents (\$10,000.00). The
20 Settlement Administrator will pay the Representative Plaintiff Payment approved
21 by the Court out of the Total Settlement Amount. If the Superior Court approves
22 a Representative Plaintiff's Payment of less than ten thousand dollars and no cents
23 (\$10,000.00), the remainder will be retained in the Net Settlement Amount. Tax
24 deductions and withholdings will not be taken from the Representative Plaintiff's
25 Payment, and instead a Form 1099 will be issued to Plaintiff with respect to this
26 payment.
- 27 H. **Settlement Share to PAGA Settlement Group Members.** Subject to the terms
28 and conditions of this Agreement, the Settlement Administrator will allocate

1 Settlement Shares from the Net Settlement Amount to each PAGA Settlement
2 Group Member in proportion to the number of pay periods each PAGA Settlement
3 Group Member worked for Defendant during the Covered Period. The Settlement
4 Administrator will issue a Form 1099 to each Settlement Group Member for
5 his/her Settlement Share because the Action sought civil penalties.

6 I. **Appointment of Settlement Administrator.** The Parties have agreed to propose
7 Phoenix Settlement Administrators, as an acceptable Settlement Administrator to
8 resolve disputes in connection with the calculation of Settlement Shares in
9 accordance with the Settlement; distribute Settlement Shares and other payments
10 due under the Settlement; and otherwise administer the Settlement. The
11 Settlement Administrator's duties will include preparing, printing, and mailing the
12 Notice Packet to the PAGA Settlement Group Members; conducting a National
13 Change of Address search and using Accurint and other reasonable and cost-
14 effective skip trace methods to locate any PAGA Settlement Group Member
15 whose Notice Packet was returned by the U.S. Postal Service as non-deliverable,
16 and re-mailing the Notice Packet to the PAGA Settlement Group Member's new
17 address; issuing the checks to effectuate the payments due under the Settlement;
18 and otherwise administering the Settlement pursuant to this Agreement. The
19 Settlement Administrator will have the final authority to resolve all disputes
20 concerning the calculation of a PAGA Settlement Group Member's Settlement
21 Share, subject to the dollar limitations set forth in this Agreement. The Settlement
22 Administrator's reasonable fees and expenses, including the cost of printing and
23 mailing the Notice Packet, will be paid out of the Total Settlement Amount.

24 J. **Procedure for Approving Settlement.**

25
26 1. **Motion for an Order Approving the Settlement.**

27 a. The Parties will cooperate in seeking approval of the
28 Settlement, including Plaintiff filing a Motion for an Order

1 Approving the Settlement Agreement (the “Approval Motion”).

2 b. Pursuant to PAGA, on the date Plaintiff files the Approval
3 Motion, Plaintiff will submit to the LWDA the PAGA Notice
4 substantially evidenced by **Exhibit B** to this Agreement, enclosing
5 this Agreement. The Parties intend and believe that providing
6 notice of this Settlement to the LWDA pursuant to the procedures
7 described in this section complies with the requirements of PAGA.

8 c. At the hearing on the Approval Motion, the Parties will
9 jointly appear, support the granting of the motion, and submit an
10 order granting the motion in the form evidenced by **Exhibit A** to
11 this Agreement.

12 d. Should the Court decline to approve all material aspects of
13 the Settlement, or order material changes to the Settlement to which
14 the Parties do not agree, the Parties will meet and confer in good
15 faith and within a reasonable time period to address the Court’s
16 concerns and determine whether resolution of the Action can be
17 obtained in a manner consistent with the Court’s concerns.
18 However, an award by the Court of lesser amounts than sought for
19 the Representative Plaintiff’s Payment and/or Counsel Fees and
20 Expenses Payment will not be considered a material change to the
21 Settlement.

22 2. **No Right to Opt Out or Object.** The Parties agree there is no statutory
23 right for any PAGA Settlement Group Member to object, opt out or otherwise
24 exclude himself or herself from the Settlement. The Parties further agree there is no
25 right or opportunity for any PAGA Settlement Group Member to appeal the approval
26 of the Settlement by the Court. The Parties further agree that an Aggrieved
27 Employees’ recovery under this Settlement does not act to preclude claims not
28

1 encompassed within the release of claims in Section III.K.1.

2
3 **3. Notice to PAGA Settlement Group Members.** After the Court enters its
4 order granting the Approval Motion, every PAGA Settlement Group Member will
5 be provided with the Notice of their Settlement Share.

6 a. Within twenty-one (21) days after the Court Order is signed,
7 approving the Settlement, Defendant will provide to the Settlement
8 Administrator the names, last known addresses and telephone numbers,
9 Social Security numbers, email addresses (if known), and Covered Pay
10 Periods of all PAGA Settlement Group Members. The Settlement
11 Administrator shall keep this information confidential and not disclose it to
12 Plaintiff's Counsel or any third parties. If any or all of the PAGA Settlement
13 Group Members' data is unavailable to Defendant, Defendant will use best
14 efforts to deduce or reconstruct the data prior to when it must be submitted
15 to the Settlement Administrator.

16 b. Within seven (7) calendar days after receiving the PAGA Settlement
17 Group Members' data from Defendant, the Settlement Administrator will
18 send a Notice to each PAGA Settlement Group Member. The Settlement
19 Administrator will mail this information to all identified PAGA Settlement
20 Group Members via U.S. first-class mail, using the mailing address
21 information provided by Defendant, unless modified by any updated address
22 information that the Settlement Administrator obtains in the course of
23 administration of the

24 Settlement. In the event of returned or non-deliverable notices, the
25 Settlement Administrator will make reasonable efforts to locate PAGA
26 Settlement Group Members and re-send the notices.

27 c. If a Notice is returned because of an incorrect address, the Settlement
28 Administrator will promptly, and not later than ten (10) days from receipt of

1 the returned Notice, search for a more current address for the PAGA
2 Settlement Group Member using Accurant and/or other reasonable and cost-
3 effective skip trace methods, and re-mail the Notice to the PAGA Settlement
4 Group Member. The Settlement Administrator will use the PAGA
5 Settlement Group Members' data and otherwise work with Defendant to find
6 a more current address. The Settlement Administrator will be responsible
7 for taking reasonable steps, consistent with its agreed-upon job parameters,
8 court orders, and fees, as agreed to with Plaintiff's Counsel and according to
9 the following deadlines, to trace the mailing address of any PAGA
10 Settlement Group Member for whom a Notice is returned by the U.S. Postal
11 Service as undeliverable. These reasonable steps will include, at a
12 minimum, the tracking of all undelivered mail; performing address searches
13 for all mail returned without a forwarding address; and promptly re-mailing
14 to PAGA Settlement Group Members for whom new addresses are found.

15 4. **Submission of Judgment.** Plaintiff shall submit a copy of the Judgment in
16 this Action and a copy of any other order providing for or denying an award
17 of civil penalties within ten (10) days after entry of the Judgment and/or
18 order, in compliance with Section 2699(1)(3) of the California Labor Code.
19 The Judgment will be made available to the LWDA and Aggrieved
20 Employees through the Settlement Administrator's website.

21 5. **Waiver of Right to Appeal.** Provided that the Judgment is consistent with
22 the material terms of this Agreement, Plaintiff, Defendant, and their
23 respective counsel hereby waive any and all rights to appeal from the
24 Judgment, including all rights to any post-judgment proceeding and
25 appellate proceeding, such as a motion to vacate judgment, a motion for new
26 trial, and any extraordinary writ, and the Judgment therefore will become
27 non-appealable at the time it is entered. The waiver of appeal does not
28 include any waiver of the right to oppose any appeal, appellate proceedings

1 or post-judgment proceedings. This paragraph does not preclude Plaintiff or
2 Plaintiff's Counsel from appealing from a refusal by the Court to award the
3 Plaintiff's attorneys' fees and/or costs sought by them. If an appeal is taken,
4 the time for consummating the Settlement (including making payments
5 under the Settlement) will be suspended until such time as their appeal is
6 finally resolved and the Judgment becomes Final, as defined in this
7 Agreement.

8 **6. Vacating, Reversal, or Material Modification of Judgment on Appeal or**
9 **Review.** If, after a notice of appeal or a petition for *certiorari* or review, or
10 any other motion, petition, or application, the reviewing court vacates,
11 reverses, or modifies the Judgment such that there is a material change to the
12 Settlement, and that court's decision is not completely reversed and the
13 Judgment is not fully affirmed on review by a higher court, then either
14 Plaintiff or Defendant will have the right to void the Settlement, which the
15 Party must do by giving written notice to the other Parties, the reviewing
16 court, and the Court not later than thirty (30) days after the reviewing court's
17 decision vacating, reversing, or materially modifying the Judgment becomes
18 Final. A vacation, reversal, or modification of the Court's award of the
19 Representative Plaintiff's Payment and/or Plaintiff's attorneys' fees and/or
20 costs will not constitute a vacating, reversal, or material modification of the
21 Judgment within the meaning of this paragraph, although Plaintiff or
22 Plaintiff's Counsel have the right to appeal from any refusal by the Court to
23 award the Plaintiff's Counsel's attorneys' fees and/or costs sought by them.

24 **7. Timing of Settlement Payments.** The settlement payment provided for in
25 Paragraph III.B. shall be made within fourteen (14) calendar days after the
26 Court Order is signed approving the Settlement.

27
28 **8. Funding Instructions.** Within seven (7) calendar days after the Court

1 approves the Settlement, the Settlement Administrator will provide
2 Defendant with wire transfer information. Within fourteen (14) calendar
3 days after the Court Order is signed approving the Settlement, Defendant
4 will transfer the Total Settlement Amount to the Settlement Administrator
5 via wire transfer. Within seven (7) calendar days after Defendant funds the
6 Settlement, the Settlement Administrator will make the following payments
7 from the Total Settlement Amount: distribution as Settlement Shares to
8 PAGA Settlement Group Members; the LWDA Payment paid to the LWDA;
9 the Representative Plaintiff's Payment to Plaintiff; Plaintiff's Counsel Fees
10 and Expenses Payment paid to Plaintiff's Counsel; and the Settlement
11 Administrator's fees and expenses to itself.

- 12 9. **Uncashed Settlement Share Checks.** A PAGA Settlement Group Member
13 must cash his or her Settlement Share payment or check within 180 calendar
14 days after it is mailed to him or her. If a check is returned to the Settlement
15 Administrator, the Settlement Administrator will make all reasonable efforts
16 to re-mail it to the PAGA Settlement Group Member at his or her correct
17 address. If a PAGA Settlement Group Member fails to cash the check for
18 his or her Settlement Share within 180 days after it is mailed to him or her,
19 the funds shall be distributed by the Settlement Administrator to the State
20 Controller's Unclaimed Property Fund in the Settlement Group Member's
21 name.

22
23 **K. Release and Waiver of Claims.**

- 24 1. **PAGA Settlement Group Members' Released Claims.** Upon the full
25 funding of the Settlement, Plaintiff, acting on behalf of the State of
26 California, and all PAGA Settlement Group Members release Defendant and
27 the Released Parties from any and all claims based on the Private Attorneys
28 General Act (2004), as pleaded in Plaintiff's Complaint or that could have

1 been pleaded based on the facts as alleged in the Complaint and Plaintiff's
2 notice letter to LWDA, arising during the Covered Period, including but not
3 limited to claims under Labor Code sections 201, 202, 203, 226, 226.7, 512,
4 2698, 2699.3, and 2699.5, the Industrial Welfare Commission Wage Orders,
5 and any resulting claim for attorneys' fees and costs (the "PAGA Released
6 Claims"). The release only extends to pay periods in which the PAGA
7 Settlement Group Member worked at Northcentral Pizza, LLC during the
8 Covered Period.

9 2. **Plaintiff's Section 1542 Release.** In addition to the release made in Section
10 III.K.1, Plaintiff makes the additional following general release of all claims,
11 known or unknown. As of the Effective Date, Plaintiff releases the Released
12 Parties from all claims, demands, rights, liabilities and causes of action of
13 every nature and description whatsoever, known or unknown, asserted or
14 that might have been asserted, whether in tort, contract, or for violation of
15 any state or federal statute, rule or regulation arising out of, relating to, or in
16 connection with
17 Plaintiff's relationship with Defendant as well as any and all acts or
18 omissions by or on the part of Defendant. (The release set forth in this
19 paragraph shall be referred to hereinafter as the "General Release.")

20 With respect to the General Release, Plaintiff stipulates and agrees
21 that, upon the Effective Date, Plaintiff shall be deemed to have expressly
22 waived and relinquished, to the fullest extent permitted by law, the
23 provisions, rights and benefits of Section 1542 of the California Civil Code,
24 or any other similar provision under federal or state law, which provides:

25 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS**
26 **THAT THE CREDITOR OR RELEASING PARTY DOES**
27 **NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER**
28 **FAVOR AT THE TIME OF EXECUTING THE RELEASE**
AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE

1 **MATERIALLY AFFECTED HIS OR HER SETTLEMENT**
2 **WITH THE DEBTOR OR RELEASED PARTY.**

3 This release specifically excludes claims for unemployment insurance,
4 disability, social security, and workers compensation (with the exception of
5 claims arising pursuant to California Labor Code Sections 132(a) and
6 4553). Accordingly, if the facts relating in any manner to this Settlement
7 are found hereafter to be other than or different from the facts now believed
8 to be true, the release of claims contained herein shall be effective as to all
9 unknown claims.

10
11 L. **No Effect on Other Benefits.** The payment to PAGA Settlement Group Members
12 will not result in any additional benefit payments (such as 401(k) or bonus) beyond
13 those provided by this Agreement to Plaintiff or the PAGA Settlement Group
14 Members, and they will be deemed to have waived all such claims, whether known
15 or unknown by them, as part of their release of claims under this Agreement.

16 M. **Confidentiality Preceding Approval.** Prior to filing of the Motion for Settlement
17 Approval, Plaintiff will not issue any press or other media releases or have any
18 communication with the press or media or anyone other than her immediate family
19 members and spouse, her counsel, financial advisors, retained experts, the LWDA
20 and vendors related to settlement administration, regarding the Settlement. If,
21 before the filing of the Motion for Settlement Approval, Plaintiff or her attorneys
22 disclose to any unauthorized party (a) that a settlement has been reached or (b) any
23 of the terms of the Settlement except as required by law or to affect the Settlement,
24 Defendant may rescind the Settlement, rendering it null and void. Plaintiff's counsel
25 agree not to disclose the terms of this Agreement other than as necessary in
26 connection with the Motion for Settlement Approval. This section does not bar
27 Plaintiff's counsel from carrying out their duties as counsel to Representative
28

1 Plaintiff for the LWDA.

2 N. **Miscellaneous Terms.**

3 1. **No Admission of Liability.**

4 a. Defendant denies that it has engaged in any unlawful activity, has
5 failed to comply with the law in any respect, or has any liability to
6 anyone under the claims asserted in the Action. This Agreement is
7 entered into solely for the purpose of compromising highly disputed
8 claims. Nothing in this Agreement is intended or will be construed
9 as an admission of liability or wrongdoing by Defendant, or an
10 admission by Plaintiff that any of her claims were non-meritorious
11 or any defense asserted by Defendant was meritorious. This
12 Settlement and the fact that Plaintiff and Defendant were willing to
13 settle the Action will have no bearing on, and will not be admissible
14 in connection with, any litigation (other than solely in connection
15 with the Settlement).

16 b. Whether or not the Judgment becomes Final, nothing in the
17 Settlement, this Agreement, any document, statement, proceeding or
18 conduct related to the Settlement or the Agreement, or any reports or
19 accounting of those matters, will be (i) construed as, offered or
20 admitted in evidence as, received as, or deemed to be evidence for
21 any purpose adverse to Defendant or any other Released Parties,
22 including, but not limited to, evidence of a presumption, concession,
23 indication or admission by any of the Released Parties of any
24 liability, fault, wrongdoing, omission, concession or damage; or (ii)
25 disclosed, referred to or offered in evidence against any of the
26 Released Parties, in any further proceeding in the Action, or any
27 other civil, criminal or administrative action or proceeding except for
28 purposes of effectuating the Settlement pursuant to this Agreement.

1 c. This section and all other provisions of this Agreement
2 notwithstanding, any and all provisions of this Agreement may be
3 admitted in evidence and otherwise used in any and all proceedings
4 to enforce any or all terms of this Agreement, or in defense of any
5 claims released or barred by this Agreement.

6
7 2. **Integrated Agreement.** After this Agreement is signed and delivered by all
8 Parties and their counsel, this Agreement and its exhibits will constitute the
9 entire agreement between the Parties relating to the Settlement, and it will
10 then be deemed that no oral representations, warranties, covenants, or
11 inducements have been made to any Party concerning this Agreement or its
12 exhibits other than the representations, warranties, covenants, and
13 inducements expressly stated in this Agreement and its exhibits.

14 3. **Attorney Authorization.** Plaintiff's Counsel and Defendant's Counsel each
15 warrant and represent that they are authorized by their respective clients to
16 take all appropriate action required or permitted to be taken by such Parties
17 pursuant to this Agreement to effectuate its terms, and to execute any other
18 documents required to effectuate the terms of this Agreement. The Parties
19 and their counsel will cooperate with each other and use their best efforts to
20 affect the implementation of the Settlement. In the event the Parties are
21 unable to reach agreement on the form or content of any document needed
22 to implement the Agreement, or on any supplemental provisions that may
23 become necessary to effectuate the terms of this Agreement, the Parties will
24 seek the assistance of the Court or mediator, and in all cases all such
25 documents, supplemental provisions and assistance of the court will be
26 consistent with this Agreement. No attorney for any party is a party to this
27 agreement and will not be liable for any Party's breach of any of the terms
28 of this Agreement.

1 § 664.6, notwithstanding any mediation confidentiality provisions that might
2 otherwise apply under federal or state law. Should either Party seek to
3 enforce the terms of this Agreement, the prevailing party to any such
4 enforcement action shall be entitled to recover its attorneys' fees and costs
5 in connection therewith.

- 6
7 11. **Notice.** All notices, demands or other communications given under this
8 Agreement will be in writing and deemed to have been duly given as of the
9 third business day after mailing by United States mail, addressed as follows:
10

11 *To Plaintiff and the Settlement Group:*
12

13 DIVERSITY LAW GROUP, P.C.

14 Larry W, Lee (SBN 228175)

15 lwlee@diversitylaw.com

16 Mai Tulyathan (SBN 316704)

17 mtulyathan@diversitylaw.com

18 515 S. Figueroa St., Suite 1250

19 Los Angeles, California 90071

20 Telephone: (213) 488-6555

21 Facsimile: (213) 488-6554
22

23 *To Defendant:*

24 Brandon R. McKelvey (SBN 217002)

25 brandon@medinamckelvey.com

26 Timothy B. Nelson (SBN 235279)

27 tim@medinamckelvey.com

28 Douglas R. Leach (SBN 325955)

doug@medinamckelvey.com

Medina McKelvey LLP

925 Highland Pointe Drive, Suite 300

Roseville, California 95678

Telephone: (916) 960-2211

12. **Execution in Counterpart.** This Agreement may be executed in one or more counterparts, including via electronic signature. All executed counterparts and each of them, including signatures via facsimile, digital, electronic, PDF, DocuSign, and scanned copies of the signature page, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves original signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

IV. EXECUTION BY PARTIES

The Parties hereby execute this Agreement.

Dated: May 25, 2022

Tasha Cole



[tasha cole \(May 25, 2022 12:10 PDT\)](#)

Dated: May __, 2022

Northcentral Pizza, LLC

By: _____

[NAME]

[TITLE]

doug@medinamckelvey.com

Medina McKelvey LLP

925 Highland Pointe Drive, Suite 300

Roseville, California 95678

Telephone: (916) 960-2211

12. **Execution in Counterpart.** This Agreement may be executed in one or more counterparts, including via electronic signature. All executed counterparts and each of them, including signatures via facsimile, digital, electronic, PDF, DocuSign, and scanned copies of the signature page, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves original signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

IV. EXECUTION BY PARTIES

The Parties hereby execute this Agreement.

Dated: May __, 2022

Tasha Cole

Dated: May 23, 2022

Northcentral Pizza, LLC

By: _____

MALI P. RAO, MEMBER

[NAME]
[TITLE]

1 APPROVED AS TO FORM:

2 Dated: May 23, 2022

MEDINA McKELVEY LLP

3
4
5
6 By: 

7
8 BRANDON R. MCKELVEY
9 TIMOTHY B. NELSON
10 DOUGLAS R. LEACH
Attorneys for Defendant NORTHCENTRAL
PIZZA, LLC

11 Dated: May __, 2022

DIVERSITY LAW GROUP, P.C.

12
13
14 By: _____

15 LARRY W. LEE
16 MAI TULYATHAN
17 Attorneys for Plaintiff TASHA COLE
18
19
20
21
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23
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25
26
27
28

1 APPROVED AS TO FORM:

2 Dated: May __, 2022

MEDINA McKELVEY LLP

6 By: _____

8 BRANDON R. MCKELVEY
9 TIMOTHY B. NELSON
10 DOUGLAS R. LEACH
Attorneys for Defendant NORTHCENTRAL
PIZZA, LLC

11 Dated: May 23, 2022

DIVERSITY LAW GROUP, P.C.

13 By:  _____

14 LARRY W. LEE
15 MAI TULYATHAN
16 Attorneys for Plaintiff TASHA COLE

EXHIBIT A

Larry W. Lee (State Bar No. 228175)
Mai Tulyathan (State Bar No. 316704)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa St., Suite 1250
Los Angeles, California 90071
(213) 488-6555
(213) 488-6554 facsimile

Attorneys for Plaintiff and the Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

TASHA COLE, as an individual and on behalf
of all others similarly situated,

Plaintiff,

vs.

NORTHCENTRAL PIZZA, LLC, a California
corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No. 34-2021-00299158-CU-OE-GDS

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S UNOPPOSED MOTION
TO APPROVE SETTLEMENT
AGREEMENT PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL
ACT; AND JUDGMENT THEREON**

Date: July 12, 2022
Time: 9:00 a.m.
Dept.: 54

Reservation No.: 2649437

Complaint Filed: April 21, 2021
Trial Date: None Set

[PROPOSED] ORDER

Plaintiff Tasha Cole's ("Plaintiff") Motion to Approve Settlement Agreement Pursuant to the Private Attorneys General Act ("PAGA") was filed with the Court on June 17, 2022.

The Court has considered the Motion, PAGA Settlement Agreement ("Settlement Agreement"), and all other papers filed in this action.

**NOW THEREFORE, IT IS HEREBY ORDERED AND ADJUDGED AS
FOLLOWS:**

1. Plaintiff's Motion to Approve Settlement Agreement Pursuant to the Private Attorneys General Act is **GRANTED**. Pursuant to Labor Code § 2699(i), the Total Settlement Amount of \$275,000.00 shall be distributed as follows:

- Seventy-five percent of the Net Settlement Amount, totaling \$113,622.59, shall be paid to the Labor and Workforce Development Agency ("LWDA") for PAGA penalties.
- Twenty-five percent of the Net Settlement Amount, \$37,874.20, shall be paid to Aggrieved Employees.
- \$96,250.00 shall be paid to Plaintiff's counsel as attorneys' fees;
- \$13,628.21 shall be paid to Plaintiff's counsel as reimbursement for litigation costs;
- \$10,000.00 shall be paid to Plaintiff Tasha Cole as Plaintiff's Service Award for serving as the PAGA representative, and in exchange for executing a general release of claims and waiver under Civil Code § 1542; and
- \$4,125.00 shall be paid to Phoenix Settlement Administrators (the "Settlement Administrator") to administer the Settlement.

2. Plaintiff, Defendant, and the Settlement Administrator are ordered to carry out the terms of the Settlement in accordance with the terms of the Settlement Agreement.

3. This Judgment shall be binding on Plaintiff, all PAGA Settlement Group Members (as defined in the Settlement Agreement), and the State of California. Nothing in this Order or the Settlement Agreement shall be construed as an admission by Defendant of

1 liability or an admission by either Party regarding the value of Plaintiff's claims.

2 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

3
4 DATED:

5 _____
6 HON. CHRISTOPHER E. KRUEGER
7 SUPERIOR COURT OF CALIFORNIA
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EXHIBIT B

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

TASHA COLE, as an individual and on behalf of all
others similarly situated,

Plaintiff,

vs.

NORTHCENTRAL PIZZA, LLC, a California
corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No. 34-2021-00299158

**NOTICE OF PRIVATE ATTORNEYS
GENERAL ACT SETTLEMENT PAYMENT**

TO: *All of Defendant Northcentral Pizza, LLC's ("Defendant") non-exempt, hourly general managers and assistant managers who worked for Defendant in California at any time between March 1, 2020 to December 17, 2021.*

This Notice is being provided to you to inform you of a Private Attorneys General Act ("PAGA") Settlement entered into between Plaintiff Tasha Cole ("Plaintiff") and Defendant Northcentral Pizza, LLC ("Defendant") and your proportional settlement payment share resulting from this Settlement. The payment is a result of a Court-approved PAGA Settlement in the case of *Tasha Cole v. Northcentral Pizza, LLC*, Sacramento County Superior Court Case No. 34-2021-00299158 (the "Litigation"). This Notice is not intended to be, and should not be construed as, an expression of any opinion by the Court with respect to the truth of the allegations in the Litigation or the merits of the claims or defenses asserted. Defendant denies that Defendant has engaged in any unlawful conduct in any respect and further denies all of Plaintiff's allegations in the Litigation. By entering into the PAGA Settlement, Defendant does not admit any liability to Plaintiff or to any other current or former employees who worked for Defendant, and does not admit that Defendant has violated the rights of Plaintiff, any other current or former employee, or any other person(s).

On March 4, 2021, Plaintiff filed a notice with the California Labor and Workforce Development Agency ("LWDA") to exhaust administrative remedies and pursue claims under PAGA, California Labor Code § 2698, *et seq.*, alleging that Defendant violated California Labor Code sections 201, 202, 203, 226, 226.7, 512, 2698, 2699.3, and 2699.5. Specifically, Plaintiff alleged that Defendant failed to provide accurate itemized wage statements, failed to provide off-duty rest periods, failed to provide off-duty meal periods, and failed to pay all wages owed upon separation of employment. On April 21, 2021, Plaintiff filed the PAGA complaint in Court seeking civil penalties under the PAGA. The Parties have since agreed to a PAGA Settlement that resolves the claims alleged in Plaintiff's lawsuit.

The scope of the PAGA Settlement includes all of Defendant's non-exempt, hourly assistant store managers and general managers who worked for Defendant in California at any time from March 1, 2020, to December 17, 2021 (the "PAGA Time Period"). In exchange for the PAGA Settlement, Plaintiff has agreed to the following release: any and all claims based on the PAGA, as pleaded in Plaintiff's Complaint or that could have been pleaded based on the facts as alleged in the Complaint and Plaintiff's notice letter to LWDA, arising during the PAGA Time Period, including but not limited to claims under Labor Code sections 201, 202, 203, 226, 226.7, 512, 2698, 2699.3, and 2699.5, the Industrial Welfare Commission Wage Orders, and any resulting claim for attorneys' fees and costs. This release, or the "PAGA Released Claims," shall apply to all members within the PAGA group, including you, and extends to any PAGA claims asserted in the Litigation and arising during the pay periods in which you worked for Defendant PAGA Time Period.

The total PAGA Settlement is \$275,000.00. After deducting amounts for the Court-approved attorney's fees of \$96,250.00, actual litigation costs not to exceed \$17,000.00 to Plaintiff's counsel, an enhancement payment to the Plaintiff in the amount of \$10,000.00 for prosecuting this action on behalf of the State of California and other

employees of Defendant, and costs of administering this settlement to the settlement administrator Phoenix Settlement Administrators (\$4,125.00), the remaining amount of \$147,625.00 is being paid as follows, as required by law: 75% to the LWDA, and 25% distributed to the affected non-exempt, hourly assistant store managers and general managers employed by Defendant in California during the PAGA Time Period. The allocation of the 25% sum is as follows: Each employee will receive a share of the settlement based on the number of pay periods that the employee worked for Defendant during the PAGA Time Period (March 1, 2020 to December 17, 2021) in proportion to the total number of pay periods all of Defendant's employees worked for Defendant during the PAGA Time Period. The pay periods you and other employees worked was determined by Defendant's records. Enclosed in this mailing, you will find a check containing your share of the PAGA Settlement based on this allocation.

If you have any questions or would like more information about the settlement or this lawsuit, you may contact the Settlement Administrator at [XXXXXX] and refer to the *Tasha Cole v. Northcentral Pizza, LLC* PAGA Settlement.

EXHIBIT B

Selection Criteria

Slip Classification Open
Client (hand select) Include: Cole, Tasha v. Northcentral
Slip.Transaction Ty 2 - 2

Rate Info - identifies rate source and level

Slip ID Dates and Time Posting Status Description		Timekeeper Activity Client Reference	Units DNB Time Est. Time Variance	Rate Rate Info Bill Status	Slip Value
66326 3/4/2021 WIP LWDA	EXP	Olympia Court fees Cole, Tasha v. Northcentral	1	75.00	75.00
66997 3/31/2021 WIP Postage	EXP	Olympia Postage Cole, Tasha v. Northcentral	1	6.96	6.96
67186 4/21/2021 WIP Attorney Service - Complaint	EXP	Olympia Atty Service Cole, Tasha v. Northcentral	1	1635.95	1635.95
67657 5/31/2021 WIP Photocopies	EXP	Olympia Photocopies Cole, Tasha v. Northcentral	15	0.25	3.75
67658 5/31/2021 WIP Postage	EXP	Olympia Postage Cole, Tasha v. Northcentral	1	2.11	2.11
67780 6/2/2021 WIP Attorney Service - Notice	EXP	Olympia Atty Service Cole, Tasha v. Northcentral	1	53.95	53.95
67573 6/11/2021 WIP Ortman Mediation	EXP	Olympia Arbitrators Cole, Tasha v. Northcentral	1	10000.00	10000.00
67815 6/14/2021 WIP Attorney Service - Notice	EXP	Olympia Atty Service Cole, Tasha v. Northcentral	1	54.95	54.95

6/9/2022
11:09 AM

DIVERSITY LAW GROUP
Slip Listing

Page 2

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
70133	EXP	Olympia	1	750.00	750.00
12/17/2021		Experts			
WIP		Cole, Tasha v. Northcentral			
JTC Corporation					
71039	EXP	Olympia	1	45.54	45.54
2/15/2022		Atty Service			
WIP		Cole, Tasha v. Northcentral			
Attorney Service- NOE					
71420	EXP	Olympia	1	500.00	500.00
4/12/2022		Court fees			
WIP		Cole, Tasha v. Northcentral			
Approval Filing Fees					
Grand Total					
			Billable	0.00	13128.21
			Unbillable	0.00	0.00
			Total	0.00	13128.21