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

JAMIN WATSON, individually and on behalf
of all others similarly situated,

Plaintiff,

vs.

GMRI, INC., a Florida corporation; and DOES
1 through 50, inclusive,

Defendants.

Case No. S-CV-0047042

**DECLARATION OF DENNIS S. HYUN
IN SUPPORT OF PLAINTIFF'S
MOTION TO APPROVE SETTLEMENT
AGREEMENT PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL
ACT**

Date: January 12, 2023

Time: 8:30 a.m.

Department: 3

Complaint Filed: July 23, 2021

FAC Filed: August 3, 2021

Trial Date: None Set

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1. I am an attorney at law duly admitted to practice before all courts in the State of California and am a member of the law firm of the Hyun Legal, APC, one of the attorneys of record for Plaintiff Jamin Watson (“Plaintiff” or “Watson”), in the above-entitled action.

3. I am one of the primary attorneys on this matter. My qualifications are as follows: I received my JD from Loyola Law School in 2002. I was named to the Dean's Honor List from 2000-2002. During law school, I was a Senior Research Editor for Loyola International & Comparative Law Review. I was also a research assistant for Professor Levenson, an extern at the U.S. District Court for the Honorable Audrey B. Collins, and a clerk at the U.S. Attorney's Office, Criminal Division. I also served as a summer law clerk at the white-collar criminal defense firm, Lightfoot, Vandevelde, *et al.*, which became part of Crowell & Moring LLP. Upon graduation from law school, I served as a research attorney in the Los Angeles County Superior Court for the Hon. J. Stephen Czuleger, the Hon. Owen Lee Kwong, the Hon. Laurie D. Zelon, and the Hon. Joanne B. O'Donnell. After my clerkship ended, I practiced as a labor and employment associate for the next 8 years, including most recently as a senior associate at Seyfarth Shaw LLP, one of the most prestigious labor and employment law firms in the country, as well as DLA Piper LLP (US), the largest law firm in the world, and Morgan, Lewis & Bockius LLP. I am currently a shareholder in the law firm Hyun Legal, APC.

4. My primary practice has been employment law throughout my entire private career. I have handled a number of wage and hour matters including class actions and individual actions, on behalf of plaintiffs and defendants. I have a practice that encompasses cases in the Orange County Superior Courts, the Los Angeles County Superior Courts, the San Diego County Superior Courts, the United States District Courts for the Southern, Central, Northern and Eastern Districts of California, the California Court of Appeal, and the Ninth Circuit.

5. I have served as Class Defense Counsel in a number of wage and hour class actions,

1 including but not limited to: *Bradley v. Networkers Int'l, LLC*, 211 Cal. App. 4th 1129 (2012); *Chiu v.*
2 *Citrix Systems, Inc.*, C.D. Cal. Case No. SACV11-01121 DOC (RNBx); *Hodge v. Aon Insurance*, Los
3 Angeles Sup. Ct. Case No. BC 265725; *Hoyng v. Aon Insurance*, Los Angeles Sup. Ct. Case No. BC
4 377184; *Jimenez v. Allstate Ins. Co.*, C.D. Cal. Case No. CV10-08486 JAK (FFMx); *Marino v. BP*
5 *West Coast Products*, Los Angeles Sup. Ct. Case No. BC 357987; *McEntee v. Ryland Homes*, Los
6 Angeles Sup. Ct. Case No. BC 390868; *McKinstry v. Accenture*, C.D. Cal. Case No. SACV11-1335
7 DOC (ANx); *Munoz v. Decron Properties*, Los Angeles Sup. Ct. Case No. BC387644; and *Rodriguez*
8 *v. BP West Coast Products*, Los Angeles Sup. Ct. Case No. BC 350736. As defense counsel, I have
9 taken over 50 class member and individual/representative plaintiff depositions. I have drafted class
10 certification and decertification papers, including in *Bradley*, which was initially affirmed by the
11 Court of Appeal, but reversed pursuant to *Brinker v. Superior Court*, 53 Cal. 4th 1003 (2012).

12 6. Currently, I am and/or was lead plaintiff's counsel in the following wage and hour class
13 or representative actions: *Asad v. Chevron Stations, Inc.*, Los Angeles Sup. Ct. Case No. BC470198;
14 *Barrera v. Home Depot (USA), Inc.*, N.D. Cal. Case No.: C 12 5199 LHK (HRL); *Bararsani v.*
15 *Coldwell Banker*, Los Angeles Sup. Ct. Case No. BC495767; *Barreras v. Michaels Stores, Inc.*, N.D.
16 Cal. Case No. C12-04474 PJH; *Brown v. CVS Pharmacy, Inc.*, C.D. Cal. Case No. 2:15-cv-07631-
17 PSG-PJW; *Chatman v. RMI Int'l, Inc.*, Los Angeles Sup. Ct. Case No. BC 495755; *Chavez v.*
18 *Converse, Inc.*, N.D. Cal. Case No. 15-cv-03746-NC; *Dynabursky v. AlliedBarton, LLC, et al.*, C.D.
19 Cal. Case No. 8:12-cv-02210-JLS-RNB; *Gonzales v. Wells Fargo Bank, N.A.*, Los Angeles Sup. Ct.
20 Case No. BC502826; *Lao v. H&M Hennes & Mauritz*, N.D. Cal. Case No. 5:16-cv-333 EJD; *Lee v.*
21 *The Pep Boys Manny Moe & Jack of California*, Los Angeles Sup. Ct. Case No. BC 496075; *Magadia*
22 *v. Wal-Mart Assocs.*, N.D. Cal. Case No. 5:17-cv-00062-LHK; *Naranjo v. Bank of America, N.A.*,
23 N.D. Cal. Case No. C 14-02748 LHK; *Ortegon-Ramirez v. Cedar Fair*, Santa Clara Sup. Ct. Case No.
24 1-13-CV-254098; *Pace v. PetSmart, Inc.*, C.D. Cal. Case No. SACV13-500 DOC; *Rodriguez v. NIKE*
25 *Retail Services, Inc.*, N.D. Cal. Case No. 5:14-CV-1508 BLF; *Stafford v. Brink's, Incorporated*, Case
26 No. CV 14-01352 MWF (PLAx) and *Vass v. Gardner Trucking*, San Joaquin Sup. Ct. Case No. 39-
27 2013-294819-CU-OE-STK. Additionally, in *Chavez*, Case No. 15-cv-03746-NC, *Dynabursky* Case
28 No. 8:12-cv-02210-JLS-RNB, *Pace*, Case No. SACV13-500 DOC, *Rodriguez*, Case No. 5:14-CV-

1 1508 BLF, *Stafford*, Case No. 14-01352 MWF (PLAx), *Gonzales*, Los Angeles Sup. Ct. Case No.
2 BC502826, and *Magadia*, Case No. 5:17-cv-00062-LHK, I was certified as class counsel pursuant to
3 the plaintiff's motion for class certification. Further, in *Stafford* and *Magadia*, we tried these certified
4 class claims via bench trial and prevailed. In *Magadia*, we obtained a \$102 million judgment for the
5 class against Walmart, but was reversed by the Ninth Circuit. Moreover, I have been approved as
6 class counsel in connection with numerous class settlements.

7 7. Since the inception of this case, Plaintiff and Defendant GMRI, Inc. ("Defendant")
8 (collectively, the "Parties") have diligently litigated this case, propounding and receiving written
9 discovery responses and production of Defendant's policies. Defendant also provided the number of
10 pay periods at issue to enable Plaintiff's counsel to calculate the maximum exposure. Defendant's
11 verified discovery responses to Plaintiff's Special Interrogatories indicated that there were 137,025
12 pay periods at issue as of October 3, 2021. Therefore, at the time of the Parties' settlement
13 negotiations, Plaintiff had calculated total, maximum potential exposure of PAGA penalties at \$68.5
14 million. I multiplied the 137,025 pay periods by \$100 per violation (minimum wages; overtime
15 wages; meal periods; rest periods; and wage statements). Therefore, pursuant to the PAGA, Plaintiff
16 has calculated total exposure at \$68.5 million. Thus, the \$350,000.00 represents approximately 1% of
17 the total exposure at the time that the settlement was reached. The Parties were able to reach this
18 settlement through weeks of arms' length negotiations between counsel.

19 8. Each side has apprised the other of their respective factual contentions, legal theories
20 and defenses, resulting in extensive arms' length negotiations taking place among the Parties. Based
21 on their own independent investigation and evaluation, the Parties and their respective counsel are of
22 the opinion that the Settlement for the consideration and on the terms set forth in the Settlement
23 Agreement are fair, reasonable, and adequate and the settlement is in the best interests of the PAGA
24 Employees and Defendant in light of all known circumstances and the expenses and risks inherent in
25 litigation. Plaintiff is aware that Defendant may raise defenses on the reduction of PAGA penalties
26 and that these arguments could be persuasive to the Court. Thus, even if Plaintiff were to successfully
27 prove his claims at trial, there is a possibility that the Court may only award a small percentage of the
28 maximum PAGA penalties, as the Court has discretion to do so.

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3 9. Plaintiff also believes in the fairness of the settlement that is based on factoring in the
4 uncertainty and risks to Plaintiff involved in not prevailing on one or more of the causes of action or
5 theories alleged in the operative Complaint, the possibility of appeals.

6 10. On May 25, 2021, Watson provided written notice to the LWDA and Defendant
7 alleging violations of Labor Code §§ 201-203, 226, 226.7, 510, 558, 1194, 1197, and 1197.1. The
8 May 25, 2021 Notice advised the LWDA and Defendant that allegedly aggrieved employees were not
9 paid all minimum and overtime wages, and were not provided off-duty meal and rest periods and
10 accurate itemized wage statements.

11 11. On July 23, 2021, Watson filed a putative class and representative action pursuant to
12 the PAGA alleging violations of Labor Code §§ 201-203, 226, 226.7, 510, 512, 1194, 1197, and
13 1197.1 (the “Action”).

14 12. Upon receipt of Plaintiff’s original complaint, Defendant informed Plaintiff that the
15 parties had entered into an arbitration agreement with a class and representative action waiver.
16 Therefore, on August 3, 2021, Watson filed his First Amended Complaint (“FAC”) removing all class
17 claims and allegations and alleging a single cause of action for violation of the PAGA predicated upon
18 violations of Labor Code §§ 201-203, 226, 226.7, 510, 512, 1194, 1197, and 1197.1.

19 13. On September 1, 2021, Watson also served Requests for Production of Documents, Set
20 One and Special Interrogatories, Set One. Among other things, the discovery called for Defendant to
21 identify its California non-exempt aggrieved employees and the pay periods at issue, as well as
22 Defendant’s policy documents. Defendant responded to Watson’s discovery requests.

23 14. On September 22, 2021, Defendant filed a motion to strike portions of the First
24 Amended Complaint. On November 18, 2021, this Court issued its Minute Order denying Defendant’s
25 Motion to Strike. On December 17, 2021, Defendant filed its Answer to the First Amended
26 Complaint. On February 28, 2022, Defendant filed its Amended Answer to the First Amended
27 Complaint.
28

1 15. The Parties continued to vigorously litigate this matter. However, the Parties then
2 agreed to engage in arms' length settlement negotiations in light of the U.S. Supreme Court granting a
3 writ of *certiorari* in *Moriana v. Viking River Cruises, Inc.*, No. B297327, 2020 WL 5584508 (Cal. Ct.
4 App. Sept. 18, 2020), *cert. granted*, 2021 WL 5911481 (U.S. Dec. 15, 2021) (No. 20-1573). The
5 Supreme Court was set to decide whether California's prohibition on arbitration of PAGA claims was
6 still valid. Given that the Parties' arbitration agreement contained a waiver of the right to bring a
7 claim for civil penalties under the PAGA and the extreme uncertainty of the outcome of the *Viking*
8 *River* case, the Parties agreed to engage in settlement negotiations. Defendant further argued that even
9 if the Court ultimately found Defendant liable, the Court has discretion under PAGA to reduce the
10 maximum allowable PAGA penalties or to decide not to award PAGA penalties at all. Defendant
11 would have sought summary judgment on this issue or proceeded to trial. Should Defendant have
12 prevailed, the State of California and PAGA Employees would have been left with zero recovery. In
13 connection with the negotiations, Defendant provided the number of allegedly aggrieved employees
14 and pay periods at issue. Here, on the other hand, the Settlement proposes a payment of
15 approximately \$135,059.50 in payments to the LWDA and approximately \$45,019.83 in payments to
16 the PAGA Employees, which provides concrete relief in light of the risks.

17 16. After weeks of negotiations, the Parties reached an agreement to settle the Action
18 including the amount of the Total Settlement Amount, on June 14, 2022, the day before the U.S.
19 Supreme Court issued its decision in the *Viking River* case. The Parties then drafted the Memorandum
20 of Understanding, which was executed on July 7, 2022. The Parties then drafted and ultimately
21 executed the long-form Settlement Agreement on October 31, 2022. The Stipulation of Private
22 Attorneys General Act Settlement and Release (the "Settlement Agreement") resolving all claims
23 alleged in the Action is attached hereto as **Exhibit C**.

24 17. On August 24, 2022, Watson submitted a supplemental written notice to the LWDA
25 and Defendant alleging violation of Labor Code §§ 201-203, 226, 226.3, 226.7, 510, 512, 558, 1194,
26 1197, 1197.1, and 2699, for failure to provide compliant meal periods by requiring on-duty/on-call
27 meal periods, failure to pay overtime and minimum wages by requiring aggrieved employees to take
28 their meal periods at the start of their shifts, and failure to pay reporting time pay.

1 18. As a condition of settlement, Plaintiffs agreed to file an amended complaint in the
2 Action, which adds PAGA claims for the violations asserted in Plaintiff's August 24, 2022 PAGA
3 notice. Plaintiff filed his Stipulation for Leave to File Second Amended Complaint on November 3,
4 2022. Upon the Court's approval of the Stipulation and the filing of the Second Amended Complaint,
5 the proposed Second Amended Complaint will be the operative complaint.

6 19. Based upon Defendant's records, there are an estimated 7,398 non-exempt Yard House
7 employees in California who worked during approximately 241,924 pay periods during the Settlement
8 Period. The Settlement Agreement requires Defendant to pay the gross amount of Three Hundred
9 Fifty Thousand Dollars and Zero Cents (\$350,000.00) (the "Total Settlement Amount"). Settlement
10 Agreement § A.22. The balance of the Total Settlement Amount remaining after deduction of the
11 Court-approved Service Award to Plaintiff, Attorneys' Fees, Litigation Costs, and Settlement
12 Administration Costs (the "PAGA Fund"), will be available for distribution to the LWDA and PAGA
13 Employees. Settlement Agreement §§ A.12, B.25. Seventy-five percent (75%) of the PAGA Fund,
14 which is now calculated to be \$148,595.49, will be paid to the LWDA. *Id.* § B.25.e. The remaining
15 twenty-five percent (25%), which is now calculated to be \$49,531.83, will be distributed to PAGA
16 Employees.¹ Settlement Agreement § B.25.e. PAGA Employees will receive, on average
17 approximately \$6.70. The amount any particular PAGA Employee will receive may be greater or
18 lower than this average depending on the number of pay periods he or she worked during the
19 Settlement Period, with some entitled to receive more, and others less.

20 20. To date, I have incurred approximately 68.9 hours in connection with the litigation of
21 this lawsuit. Subject to and without waiving the attorney-client privilege and work-product doctrine, a
22 breakdown of these hours is reflected in the spreadsheet attached as **Exhibit A**.

23 21. I also anticipate spending an additional 10 hours through the final approval hearing,
24 including on matters such as preparing the Motion for Final Approval, review, research and reply to
25 any objections filed to the Settlement, further conferring with class members regarding the case status,

26 ¹ The Parties' Settlement Agreement initially estimated the Litigation Costs up to \$20,000, payment to
27 the LWDA in the amount of \$135,059.50, and payment to the PAGA Employees in the amount of
28 \$45,019.83. Settlement Agreement §§ B.25.b and B.25.e. However, Plaintiff seeks only \$1,952.01 in
Litigation Costs. As a result, the projected payments to the LWDA and PAGA Employees is higher than
originally anticipated.

1 as well as post-final approval, including communicating with class members and administering the
2 settlement. Plaintiff's Counsel has also received a number of calls during the settlement administration
3 process from PAGA Employees with questions about the case and the current settlement, all of which
4 have been responded to by Plaintiff's Counsel.

5 22. My current billing rate is at \$750.00 per hour. Courts have approved my hourly rate of
6 \$650.00 since 2014. In cases approved in 2018 and 2019, the Santa Clara County Superior Court
7 approved my hourly rate of \$700.00 in *Huertas v. Chevron Stations*, Santa Clara Sup. Ct. Case No.
8 17CV309996, and *Chavez v. Hugo Boss, Inc.*, Santa Clara Sup. Ct Case No. 18CV322644. In 2020,
9 U.S. District Judge David Davila approved my hourly rate of \$750 in *Ramirez v. Walgreen*, N.D. Cal.
10 Case No. 18-cv-03921-EJD (Dkt. No. 34), as well as the Santa Clara County Superior Court in
11 *Hernandez v. Wells Fargo Bank*, Santa Clara Sup. Ct. Case No. 16CV299319. Moreover, in *Brown*,
12 C.D. Cal. Case No. 2:15-cv-07631-PSG-PJW, *Pace*, Case No. SACV13-500 DOC, *Barrera* N.D. Cal.
13 Case No.: C 12 5199 LHK (HRL), *Naranjo*, N.D. Cal. Case No. C 14-02748 LHK, *Ortegon-Ramirez*,
14 Case No. 1-13-CV-254098, and *Vass*, Case No. 39-2013-294819-CU-OE-STK, the Courts in those
15 cases found my fee request as reasonable, which was supported by a lodestar based on my hourly rate
16 of \$650. Further, Judge Gutierrez in *Brown v. CVS* noted as follows when approving my hourly rate
17 of \$650: "[t]he Court finds that, given the type of work performed and the experience of counsel in
18 this case, **Plaintiff's attorneys performed in the upper quartile of similarly situated attorneys**,
19 and so are entitled to fees in the top range of that suggested by the Real Rate Report." *Brown v. CVS*
20 *Pharmacy, Inc.*, No. CV15-7631 PSG (PJWX), 2017 WL 3494297, at *8 (C.D. Cal. Apr. 24, 2017)
21 (emphasis added). As such, the total of my firm's attorney's fees through final approval is expected to
22 be \$59,175.00 (78.9 hours x \$750).

23 23. I have incurred \$188.00 in costs, consisting of two Court Connect appearances at \$94
24 each.

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1 24. On November 9, 2022, I uploaded the Motion for Final Approval, the Settlement
2 Agreement, and the Proposed Order on the Labor Workforce Development Agency's (the "LWDA")
3 website. Attached hereto as **Exhibit B** is a true and correct copy of the LWDA confirmation.

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

6 Executed on November 9, 2022, at Los Angeles, California.

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8 _____
Dennis S. Hyun

EXHIBIT A

Description of Task	Time
Review client documents	2.5
Draft PAGA letter	2.5
Draft complaint	6.5
Draft first set of interrogatories	3.2
Draft first set of requests for production	4.9
Meet and confer with defense counsel re CMC	0.4
Draft CMC statement	1.3
Review client's arbitration agreement and research potential defenses	2.4
Review responses to discovery and defendant's production	5.8
Draft first amended complaint	4.5
Confer with client re settlement	2.5
Draft supplemental PAGA letter	3.2
Draft further cmc statement	1.1
Draft second amended complaint	2.2
Review data and conduct damage analysis	0.5
Confer with defense on settlement	1.5
Review and revise memorandum of understanding	2.1
Revise settlement agreement	4.5
Draft motion for approval	7.5
Draft proposed order	1.6
Draft declaration iso approval	5.2
Revise notice of settlement to send to employees	1.5
Confer with administrator	1.5
Total	68.9

EXHIBIT B

EXHIBIT C

STIPULATION OF PRIVATE ATTORNEYS GENERAL ACT

SETTLEMENT AND RELEASE

This Stipulation of Private Attorneys General Act Settlement and Release (“Settlement” or “Settlement Agreement”) is made and entered into by and between Plaintiff Jamin Watson (“Plaintiff”), as proxy for the State of California and on behalf of himself, the State of California, and all PAGA Employees (as defined below), on the one hand, and Defendant GMRI, Inc. (“GMRI”) on its own behalf and on behalf of the Released Parties (defined below), on the other hand. This Settlement Agreement is subject to the terms and conditions set forth herein and the approval of the Superior Court of the State of California for the County of Placer (“Court”).

SETTLEMENT TERMS

A. Definitions

Unless otherwise defined, capitalized terms used in this Settlement Agreement shall have the meanings set forth below:

1. **“Action”** means and refers to the civil lawsuit entitled *Jamin Watson v. GMRI, Inc.*, pending in the Superior Court of the State of California for the County of Placer, Case No. S-CV-0047042.
2. **“Attorneys’ Fees”** means the amount of attorneys’ fees awarded by the Court from the Total Settlement Amount to Plaintiff’s Counsel in full satisfaction of the services Plaintiff’s Counsel have provided and will provide in prosecuting and settling the Action.
3. **“Defense Counsel”** means Julie A. Dunne, Esq. and Matthew Riley, Esq. of DLA Piper LLP (US).
4. **“Effective Date”** means the date this Settlement is approved as provided herein and the Court’s Settlement Approval Order and Judgment (defined below) becomes final and is no longer appealable. For purposes of this Settlement, “becomes final and is no longer appealable” shall mean the later of: (a) the day after the last date by which a notice of appeal to the applicable Court of Appeal of the Settlement Approval Order and Judgment may be timely filed and none is filed; (b) if an appeal is filed, and the appeal is finally disposed of by ruling, dismissal, denial, or in any other manner that confirms the validity of the Settlement Approval Order and Judgment, the day after the last date for filing a request for further review of the Settlement Approval Order and Judgment passes, and no further review is requested; or (c) if an appeal is filed and the Settlement Approval Order and Judgment is affirmed and further review of the order is requested, (i) the day after the request for review is denied with prejudice and/or no further review of the decision can be requested, or (ii) if review is accepted, the day after the California Supreme Court affirms the Settlement. The Effective Date cannot occur, and GMRI will not be obligated to fund this Settlement, unless and until there is no possibility of any appeal that could potentially prevent this Settlement from becoming final and binding.

5. **“Individual Pay Periods”** means each PAGA Employee’s individual pay periods worked in a non-exempt position at a Yard House restaurant for GMRI in California during the Settlement Period according to GMRI’s business records.

6. **“Individual Settlement Payment”** means the portion of the PAGA Fund paid to each PAGA Employee, as calculated pursuant to Paragraph 41 herein. One hundred percent (100%) of the Individual Settlement Payments made to PAGA Employees shall be deemed 100% penalties and reported as miscellaneous income which shall be subject to IRS Form 1099 reporting only to the extent required by law.

7. **“Litigation Costs”** means the amount of costs awarded by the Court from the Total Settlement Amount to Plaintiff’s Counsel in full satisfaction of the costs Plaintiff’s Counsel have incurred and will incur in prosecuting and settling the Action.

8. **“LWDA”** means the California Labor and Workforce Development Agency.

9. **“Notice”** means the communication to each PAGA Employee to accompany their Individual Settlement Payment, which should be substantially in the form attached hereto as **Exhibit A**, and which shall be sent in both English and Spanish.

10. **“PAGA Employee List”** means the list of all PAGA Employees’ full names, most recent mailing addresses, and Social Security numbers on file with GMRI, and the number of pay periods each PAGA Employee worked for GMRI in the State of California in a non-exempt position at a Yard House restaurant during the Settlement Period, according to GMRI’s records.

11. **“PAGA Employees”** means Plaintiff and all other individuals who worked for GMRI in the State of California in a non-exempt position at a Yard House restaurant during the Settlement Period, based on GMRI’s records.

12. **“PAGA Fund”** means the Total Settlement Amount less Court-approved Settlement Administration Costs, Attorneys’ Fees, Litigation Costs, and Service Award. Seventy-five percent (75%) of the PAGA Fund will be distributed to the LWDA and twenty-five (25%) will be distributed to the PAGA Employees.

13. **“Plaintiff’s Counsel”** means Hyun Legal APC; Polaris Law Group, LLP; and Kesselman, Brantly, Stockinger LLP.

14. **“Released Parties”** means GMRI, Inc. and its past and present parents (including but not limited to Darden Restaurants, Inc.), subsidiaries (including but not limited to Yard House USA, Inc.), affiliates, associates, owners, divisions, related companies, business concerns, and attorneys, and each of them, and their respective past and present successors and predecessors in interest, and all of their respective past and present and future officers, directors, employees, shareholders, administrators, fiduciaries, trustees, beneficiaries, agents, attorneys, principals, heirs, assigns, representatives, accountants, auditors, consultants, insurers and reinsurers.

15. **“Service Award”** means the amount from the Total Settlement Amount that the Court awards to Plaintiff in recognition of his efforts in obtaining the benefits of the Settlement and as consideration for executing this Settlement Agreement and providing a Complete and

General Release of all claims against the Released Parties, which shall not exceed Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00).

16. **“Settlement Administration Costs”** means the amount of money from the Total Settlement Amount that the Court approves for payment to the Settlement Administrator for services rendered in administering the Settlement, which shall not exceed Twenty-Five Thousand Seven Hundred Fifty-Four Dollars and Zero Cents (\$25,754.00).

17. **“Settlement Administrator”** means, subject to Court approval, Rust Consulting, Inc., a third-party settlement claims administrator.

18. **“Settlement Approval Order and Judgment”** means the order that will be entered by the Court to approve the Settlement and enter judgment in the Action, which should be substantially in the form attached hereto as **Exhibit C**.

19. **“Settlement Fund Account”** means the bank account established by the Settlement Administrator pursuant to the terms of this Settlement Agreement, from which all monies payable under the terms of this Settlement shall be paid, as set forth herein.

20. **“Settlement Period”** means the period from May 25, 2020, through June 14, 2022.

21. **“Total Pay Periods”** means the total number of pay periods worked in a non-exempt position for GMRI at a Yard House restaurant in California by all PAGA Employees during the Settlement Period according to GMRI’s business records.

22. **“Total Settlement Amount”** means the maximum amount that GMRI will be required to pay if the Court approves this Settlement and the Effective Date occurs, and which shall be Three Hundred Fifty Thousand Dollars and Zero Cents (\$350,000.00). The Total Settlement Amount will be used to pay: (a) the award of Attorneys’ Fees and Litigation Costs to Plaintiff’s Counsel; (b) the Service Award to Plaintiff; (c) the Settlement Administration Costs; and (d) the PAGA Fund to the LWDA and PAGA Employees.

23. **“Void Date”** means the 181st day after issuance of Individual Settlement Payment checks to PAGA Employees, and the date on which the Individual Settlement Payment checks will no longer be valid and negotiable.

B. Consideration

24. **No Admission of Liability**. GMRI has contended and continues to contend that the allegations in the Action have no merit and do not give rise to liability. GMRI specifically denies all of the allegations in Plaintiff’s May 25, 2021 and August 24, 2022 notice letters to the LWDA and all of the allegations in the Action. This Settlement Agreement is a compromise of such disputed claims. Nothing contained in this Settlement Agreement, and no documents referred to herein, and no action taken to carry out this Settlement Agreement may be construed or used as an admission by GMRI or any of the Released Parties of any fault, wrongdoing, or liability whatsoever.

25. Total Settlement Amount. Provided that the Court approves the Settlement and the Effective Date occurs, GMRI will pay the Total Settlement Amount of Three Hundred Fifty Thousand Dollars and Zero Cents (\$350,000.00) to the Settlement Administrator for deposit into the Settlement Fund Account. Under no circumstances will GMRI be required to pay more than the Total Settlement Amount. Subject to the Court's approval, the Total Settlement Amount shall be allocated as follows:

- a. Attorneys' Fees. Plaintiff represents and warrants that he has been represented in the Action only by: Hyun Legal, APC; Polaris Law Group, LLP; and Kesselman Brantly Stockinger LLP. Plaintiff will apply to the Court for an award of One Hundred Sixteen Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$116,666.67) in attorneys' fees. The Court will determine the amount of Attorneys' Fees to award and the allocation of the Attorneys' Fees among Plaintiff's Counsel. This Settlement is not contingent upon the Court awarding any particular amount in Attorneys' Fees. If the Court awards less than the full amount of Attorneys' Fees requested by Plaintiff, the unawarded amount shall become part of the PAGA Fund.

The Attorneys' Fees awarded by the Court shall be paid in full satisfaction of all claims Plaintiff may have for attorneys' fees arising out of Plaintiff's prosecution of the Action. Other than as set forth in Paragraph 31 below, neither Plaintiff's Counsel nor any other current or past counsel for Plaintiff and/or PAGA Employees shall be permitted to petition the Court for, or to accept, any additional payments for attorneys' fees from GMRI or the Released Parties related to the Action.

- b. Litigation Costs. Plaintiff will apply to the Court for an award of up to Twenty Thousand Dollars and Zero Cents (\$20,000.00) in actual Litigation Costs. The Court will determine the amount of Litigation Costs to award and the allocation of the Litigation Costs among Plaintiff's Counsel. This Settlement is not contingent upon the Court awarding any particular amount in Litigation Costs. If the Court awards less than the full amount of Litigation Costs requested by Plaintiff, the unawarded amount shall become part of the PAGA Fund.

The Litigation Costs awarded by the Court shall be paid in full satisfaction of all claims Plaintiff may have for costs arising out of Plaintiff's prosecution of the Action. Other than as set forth in Paragraph 31 below, neither Plaintiff's Counsel nor any other current or past counsel for Plaintiff and/or PAGA Employees shall be permitted to petition the Court for, or to accept, any additional payments for litigation costs from GMRI or the Released Parties related to the Action.

- c. Plaintiff's Service Award. Plaintiff will apply for a Service Award of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) for his work in prosecuting the Action and securing this Settlement and in exchange for Plaintiff's Complete and General Release. The Court will determine the amount of Service Award to award. This Settlement is not contingent upon the Court awarding any particular amount for a Service Award. If the Court awards less than the full amount

of Service Award requested by Plaintiff, the unawarded amount shall become part of the PAGA Fund.

- d. Settlement Administration Costs. The Parties agree that up to Twenty-Five Thousand Seven Hundred Fifty-Four Dollars and Zero Cents (\$25,754.00) of the Total Settlement Amount shall be paid to the Settlement Administrator for Settlement Administration Costs. The Court will determine the amount of Settlement Administration Costs to award. If the Court awards less than the full amount of Settlement Administration Costs requested by Plaintiff, any unawarded amount shall be become part of the PAGA Fund.
- e. PAGA Fund. The Parties agree that the PAGA Fund shall be paid to the LWDA and the PAGA Employees in full satisfaction of all claims for PAGA civil penalties for alleged violations of the California Labor Code, Wage Orders, regulations, and/or other provisions of law set forth Plaintiff's notice letter to the LWDA, and in the Action. Pursuant to PAGA, seventy-five percent (75%) of the PAGA Fund, which based on the numbers currently reflected in this Agreement and subject to court approval amounts to approximately \$135,059.50, will be paid to the LWDA. The remaining twenty-five percent (25%) of the PAGA Fund, which based on the numbers currently reflected in this Agreement and subject to court approval amounts to approximately \$45,019.83, will be paid to all PAGA Employees as Individual Settlement Payments pursuant to the calculation method set forth in Paragraph 41.

26. Plaintiff's Complete and General Release. In consideration of GMRI's promises and agreements as set forth herein, Plaintiff, on behalf of himself and his heirs, executors, representatives, administrators, agents and assigns, hereby irrevocably, unconditionally, fully and forever releases, waives, and discharges GMRI and the Released Parties from any and all claims, demands, actions, causes of actions, judgments, rights, fees, damages, losses, debts, obligations, liabilities, and expenses (inclusive of attorneys' fees) of any kind whatsoever, whether known or unknown, that Plaintiff may have or have ever had against GMRI or the Released Parties, or any of them, arising out of, or in any way related to Plaintiff's hiring by, employment with, and termination from GMRI by reason of any actual or alleged act, omission, transaction, practice, conduct, occurrence, or other matter from the beginning of time up to and including the date of Plaintiff's execution of this Agreement ("**Complete and General Release**"). This Complete and General Release also includes, but is not limited to, any alleged violation by GMRI or the Released Parties of the laws, statutes, or regulations of the State of California, the United States, or any other jurisdiction, including, but not limited to, any and all statutory and common law claims for: defamation; fraud; conversion; slander; breach of contract; breach of the implied covenant of good faith and fair dealing; inducement of breach; interference with contract or prospective economic advantage; wrongful or unlawful discharge or demotion; violation of public policy; invasion of privacy; intentional or negligent infliction of emotional distress; intentional or negligent misrepresentation; conspiracy; bona fide disputes regarding failure to pay wages, bonuses, benefits, vacation pay, sick pay, severance pay, attorneys' fees, costs, penalties or any compensation of any sort; unlawful failure to prevent discrimination, retaliation or harassment on the basis of race, color, sex, national origin, ancestry, age, disability, handicap, medical condition or any other protected class or status; any claim under the Title VII of the Civil Rights Act of 1964,

Section 1981 of U.S.C. Title 42, the Americans with Disabilities Act, the Worker Adjustment and Retraining Notification Act, the California Equal Pay Act, the state or federal Equal Pay Act, the Fair Labor Standards Act, California Labor Code, the California Constitution, the California Fair Employment and Housing Act, the Older Workers' Benefit Protection Act of 1990, the Age Discrimination in Employment Act, the Occupational Safety and Health Act or any other health/safety laws, statutes or regulations; violation of the Employee Retirement Income Security Act of 1974, the Internal Revenue Code, the California Family Rights Act, California's New Parent Leave Act, the Federal Family and Medical Leave Act, the Fair Credit Reporting Act, the Consumer Credit Reporting Agencies Act, or the California Investigative Consumer Reporting Agencies Act.

Plaintiff's Complete and General Release includes a waiver of all rights and benefits afforded by California Civil Code section 1542, which provides:

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

Plaintiff knowingly abandons, releases, waives, and relinquishes all rights and benefits that he may acquire under California Civil Code section 1542 pertaining to the matters described in the Complete and General Release. Plaintiff further acknowledges that this waiver of the provisions of section 1542 was separately bargained for and is an essential and material term of this Agreement.

However, Plaintiff is not waiving any rights he may have to: (a) vested accrued employee benefits under GMRI's health, welfare, or retirement benefit plans; (b) benefits and/or the right to seek benefits under applicable workers' compensation and/or unemployment compensation statutes; (c) pursue claims which by law cannot be waived by signing this Agreement; and/or (d) enforce this Agreement.

Nothing in this Agreement shall interfere with Plaintiff's right to provide information to, participate in an investigation by, file a charge or complaint with, or testify in front of the National Labor Relations Board, the Equal Employment Opportunity Commission, a state or local fair employment practices agency, the Securities and Exchange Commission, the Occupational Safety and Health Administration, or any other governmental, regulatory, or self-regulatory agency. However, the consideration provided to Plaintiff in this Agreement shall be the sole relief provided to Plaintiff for the claims that are released by Plaintiff herein and Plaintiff will not be entitled to recover and agrees to waive any monetary, equitable, or other administrative relief or recovery directly from GMRI or the Released Parties in connection with any such claim, charge, or proceeding without regard to who has brought such complaint or charge. Nothing in this Agreement prohibits Plaintiff from recovering any bounties or other rewards offered by the government or available under the law. Plaintiff does not need prior authorization of any kind to make any such reports or disclosures, and Plaintiff is not required to notify GMRI that he has made such reports or disclosures.

27. PAGA Release. In consideration of GMRI's promises and agreements as set forth herein, Plaintiff, as proxy for the State of California and on behalf of all PAGA Employees, hereby releases the Released Parties from any and all claims, rights, demands, liabilities, and causes of action for civil penalties under PAGA arising during the Settlement Period that were asserted in the Action or that are reasonably related to the facts alleged in the Action, including in the initial and amended complaints in the Action and/or in Plaintiff's May 25, 2021 and/or August 24, 2022 notice letters to the LWDA, for alleged violations of California Labor Code sections 201-204, 226, 226.7, 510, 512, 558, 1174, 1194, 1197, and 1197.1. This PAGA Release also includes all claims that Plaintiff and/or the PAGA Employees may have against GMRI or the Released Parties relating to: the payment, taxation, and allocation of Attorneys' Fees and Litigation Costs pursuant to this Settlement Agreement; and the payment, taxation, and allocation of Plaintiff's Service Award pursuant to this Settlement Agreement ("**PAGA Release**").

28. Res Judicata Effect. Upon the Effective Date, the Parties agree that this Settlement Agreement and the PAGA Release contained herein shall have full *res judicata* effect on, and shall be final and binding as to, Plaintiff, the State of California, and all PAGA Employees as permitted by law.

C. Settlement Administration Procedures

29. Amendment of Complaint and Settlement Approval Motion. As soon as practicable after execution of this Settlement Agreement, and no later than November 10, 2022, Plaintiff will: file a stipulation to file an Amended Complaint to add the additional facts and theories alleged in Plaintiff's August 24, 2022 notice letter to the LWDA, for settlement purposes only substantially in the form attached as **Exhibit B**; file a motion for approval of the Settlement; present this Settlement Agreement, including **Exhibits A-D**, to the Court; and request that the Court issue a Settlement Approval Order and Judgment, substantially in the form attached as **Exhibit C**. Plaintiff's Counsel will be primarily responsible for drafting all documents necessary to obtain approval of the Settlement, though the Parties will meet and confer on such materials. GMRI agrees not to oppose Plaintiff's motion for approval of the Settlement unless the motion is inconsistent with the terms set forth in this Settlement Agreement and/or the data underlying the Settlement (*i.e.*, the number of PAGA Employees and pay periods worked). Plaintiff shall provide GMRI with a draft of his motion for approval of the Settlement at least one week before the motion is to be filed so that GMRI may confirm the motion is accurate as to the settlement data referenced in the motion.

30. LWDA Notices. Pursuant to California Labor Code section 2699(l)(1), Plaintiff's Counsel will provide a copy of this Settlement Agreement to the LWDA concurrently with the filing of the motion for approval of the Settlement. Plaintiff's Counsel will also file a declaration in support of the motion for approval of the Settlement confirming that Plaintiff has submitted the Settlement Agreement to the LWDA in compliance with Labor Code section 2699(l)(1).

Pursuant to California Labor Code section 2699(l)(3), Plaintiff's Counsel will also provide a copy of the Court-approved Settlement Approval Order and Judgment in the Action to the LWDA within ten (10) days after entry of the Settlement Approval Order and Judgment.

31. Judgment and Continued Jurisdiction. After entry of the Settlement Approval Order and Judgment, the Court will have continuing and exclusive jurisdiction for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement Agreement; (b) matters relating to the administration of the Settlement; and (c) such post-Judgment matters as may be appropriate under California Code of Civil Procedure section 664.6, or as set forth in this Settlement Agreement. The Parties understand and agree if any party brings an action to enforce this Agreement, the prevailing party shall be entitled to its/his reasonable attorneys' fees and costs.

32. Settlement Administrator. The Parties agree, subject to the Court's approval, to retain Rust Consulting, Inc. to administer this Settlement. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest. The Settlement Administrator shall be responsible for: establishing the Settlement Fund Account; disbursing payment of Attorneys' Fees and Litigation Costs to Plaintiff's Counsel; disbursing payment of the Service Award to Plaintiff; disbursing payment to the LWDA of seventy-five percent (75%) of the PAGA Fund; disbursing payment to the PAGA Employees of twenty-five percent (25%) of the PAGA Fund; preparing, printing, and mailing the Individual Settlement Checks and accompanying Notice to PAGA Employees; printing and providing PAGA Employees, Plaintiff, and Plaintiff's Counsel with IRS Form 1099's to the extent required by law; providing a due diligence declaration for submission to the Court upon completion of administration of the Settlement; disbursing to itself the Settlement Administration Costs; and such other tasks as the Parties mutually agree or the Court orders. The Settlement Administrator shall keep the Parties timely apprised of the performance of all settlement administration responsibilities. Any legally mandated tax reports, tax filings, or other tax documents required by the administration of this Settlement shall be prepared by the Settlement Administrator.

33. PAGA Employee List. On or before the Effective Date, GMRI will provide the Settlement Administrator with the PAGA Employee List, which shall be used solely for the administration of this Settlement and for no other purpose, and which shall not be shared with any persons or entity not employed by the Settlement Administrator and working on the administration of this Settlement. Because PAGA Employees' sensitive personal information is included in the PAGA Employee List, the Settlement Administrator shall perform its obligations under the terms and conditions set forth in the Information Security Agreement, attached hereto as **Exhibit D**, and the Court's Settlement Approval Order and Judgment.

34. Funding the Settlement. Within twenty-one (21) calendar days following the Effective Date, GMRI shall fund the Settlement by delivering the Total Settlement Amount to the Settlement Administrator for deposit into the Settlement Fund Account.

35. Payment of Attorneys' Fees. Provided that Plaintiff's Counsel each provide the Settlement Administrator with an executed IRS Form W-9 by the Effective Date, the Settlement Administrator shall pay Plaintiff's Counsel from the Settlement Fund Account the amount of the Attorneys' Fees allocated by the Court to each Plaintiff's Counsel within thirty-five (35) calendar days following the Effective Date. The Settlement Administrator shall issue an IRS Form 1099 statement to each Plaintiff's Counsel and as otherwise required by law for the respective payments made pursuant to this Paragraph.

36. Payment of Litigation Costs. Provided that Plaintiff's Counsel each provide the Settlement Administrator with an executed IRS Form W-9 by the Effective Date, the Settlement Administrator shall pay Plaintiff's Counsel from the Settlement Fund Account the amount of Litigation Costs allocated by the Court to each Plaintiff's Counsel within thirty-five (35) calendar days following the Effective Date. The Settlement Administrator shall issue an IRS Form 1099 statement to each Plaintiff's Counsel and as otherwise required by law for the respective payments made pursuant to this Paragraph.

37. Payment of Service Award. Provided that Plaintiff provides the Settlement Administrator with an executed IRS Form W-9 by the Effective Date, the Settlement Administrator shall pay Plaintiff from the Settlement Fund Account the Service Award within thirty-five (35) calendar days following the Effective Date. The Settlement Administrator (and not GMRI) shall issue an IRS Form 1099 statement to Plaintiff for this payment. Plaintiff shall be solely and legally responsible for paying any and all applicable taxes on his Service Award and shall hold GMRI and the Released Parties harmless from any claim or liability for taxes, penalties, or interest arising as a result of the Service Award. The Service Award shall be in addition to Plaintiff's Individual Settlement Payment, which he shall receive as a PAGA Employee.

38. Settlement Administration Costs. Within thirty-five (35) calendar days following the Effective Date, the Settlement Administrator shall pay from the Settlement Fund Account the Court-approved Settlement Administration Costs.

39. Payment to LWDA. Within thirty-five (35) calendar days following the Effective Date, the Settlement Administrator shall issue from the Settlement Fund Account a check payable to the LWDA for seventy-five percent (75%) of the PAGA Fund.

40. Individual Settlement Payments. Within thirty-five (35) calendar days following the Effective Date, the Settlement Administrator shall issue from the Settlement Fund Account Individual Settlement Payments for the twenty-five percent (25%) of the PAGA Fund to be paid to PAGA Employees. Prior to mailing the Individual Settlement Payments, the Settlement Administrator will perform a search based on the National Change of Address database for information to update and correct for any known or identifiable address changes. Any checks returned as non-deliverable on or before the Void Date will be sent promptly via regular First Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip trace, or other search using the name, address, and/or Social Security number of the PAGA Employee involved, and will then perform a single re-mailing. Any checks issued to PAGA Employees shall remain valid and negotiable for one hundred eighty (180) calendar days from the date of their issuance and then shall become void on the 181st day after issuance, *i.e.*, the Void Date. Any check re-mailings will not extend the Void Date. The Parties agree that, within ten (10) calendar days after the Void Date, the Settlement Administrator shall issue a payment to the LWDA for the amount of any uncashed checks and any residual.

41. Calculation of Individual Settlement Payments. All PAGA Employees will receive an Individual Settlement Payment. The amount of each PAGA Employee's Individual Settlement Payment will be calculated based on the following formula: Individual Settlement Payment = (Individual Pay Periods ÷ Total Pay Periods) × (25% of the PAGA Fund). To the extent there is

any residual, the Settlement Administrator shall issue a check in the amount of those funds to the LWDA.

42. Tax Treatment of Individual Settlement Payments. One hundred percent (100%) of each Individual Settlement Payment shall be deemed 100% penalties and reported as miscellaneous income for which the Settlement Administrator shall issue an IRS Form 1099 only to the extent required by law.

43. Administration of Taxes. The Settlement Administrator will be responsible for issuing to Plaintiff, PAGA Employees, and Plaintiff's Counsel IRS Form 1099s or other tax forms as may be required by law for all amounts paid pursuant to this Settlement.

44. Certification of Completion. Within five (5) business days of issuing payment to the LWDA for any uncashed checks and/or residual, the Settlement Administrator will provide the Parties with a written declaration under oath certifying that it has completed administration of the Settlement. Plaintiff's Counsel shall file this declaration with the Court within five (5) business days of receipt.

D. Miscellaneous Provisions

45. Nullification of Settlement Agreement. In the event that: (a) the Court does not approve the Settlement as provided herein; or (b) the Effective Date does not occur for any other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void, and the Parties shall be returned to their respective positions as of the date and time immediately prior to the execution of this Settlement Agreement, and the Parties shall proceed in all respects as if this Settlement Agreement had not been executed, except that any Settlement Administration Costs already incurred by the Settlement Administrator shall be paid by the Parties in equal shares.

46. No Effect on Employee Benefits. Amounts paid to Plaintiff and other PAGA Employees pursuant to this Settlement Agreement do not count as earnings or compensation for purposes of any benefits (*e.g.*, 401(k) plans or retirement plans) sponsored by GMRI.

47. Tax Liability. The Parties make no representation as to the tax treatment or legal effect of the payments called for hereunder, and the Parties are not relying on any statement, representation, or calculation by any of the Parties or by the Settlement Administrator in this regard. Plaintiff understands and agrees that he will be solely responsible for the payment of any taxes and penalties assessed on the payments described herein and will hold Plaintiff's Counsel, GMRI, the Released Parties, and the Settlement Administrator free and harmless from and against any claims resulting from treatment of such payments as non-taxable damages. Each Party to this Settlement (for purposes of this section, the "Acknowledging Party" and each Party to this Settlement Agreement other than the Acknowledging Party, an "other Party") acknowledges and agrees that: (a) no provision of this Settlement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor will any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended); (b) the Acknowledging Party (i) has relied exclusively upon his, her, or its own

independent legal and tax counsel for advice (including tax advice) in connection with this Settlement, (ii) has not entered into this Settlement based upon the recommendation of any other Party or any attorney or advisor to any other Party, and (iii) is not entitled to rely upon any communication or disclosure by any attorney or advisor to any other Party to avoid any tax penalty that may be imposed on the Acknowledging Party; and (c) no attorney or advisor to any other Party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the Acknowledging Party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Settlement Agreement.

48. No Prior Assignments. Plaintiff and his counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right herein released and discharged.

49. No Pending Lawsuits By Plaintiff. Other than this Action and in his written notices to the LWDA, Plaintiff represents that he does not have any pending lawsuits, administrative complaints, or charges against GMRI or any of the Released Parties in any local, state, or federal court or administrative agency. Plaintiff further acknowledges that all claims raised therein, if any, shall be fully and finally extinguished by virtue of this Settlement Agreement and the Court's Settlement Approval Order and Judgment.

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

51. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the entirety of the terms of Parties' settlement agreement, and no oral or written representations, warranties, or inducements have been made to any Party concerning this Settlement Agreement or its Exhibits other than the representations, warranties, and covenants contained and memorialized in the Settlement Agreement and its Exhibits.

52. Amendment or Modification. This Agreement may be amended or modified only by a formal written instrument signed by counsel for all Parties or their successors-in-interest.

53. Authorization to Enter Into Settlement Agreement. The person signing this Settlement Agreement on behalf of GMRI represents and warrants that she is authorized to sign this Settlement Agreement on behalf of GMRI. Plaintiff represents and warrants that he is authorized to sign this Settlement Agreement and that he has not assigned any claim covered by this Settlement to a third party.

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

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

56. Execution and Counterparts. The Settlement Agreement may be executed by wet signature, by facsimile or scanned signature, or by Docu-Sign in one or more counterparts. All executed counterparts and each of them, including facsimile 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 among themselves original signed counterparts.

57. Waiver of Certain Appeals. In the event the Court approves this Settlement, the Parties agree to waive appeals concerning this Settlement.

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

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

60. Representation By Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed in full. Further, Plaintiff and Plaintiff's Counsel warrant and represent that there are no liens on the Settlement Agreement.

61. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

62. Publicity. The Parties and their respective counsel agree not to publicize the facts, amount, or terms of the Settlement in any way, including by way of press releases, initiating contact with the press, responding to any press inquiries, or communicating with the press. Plaintiff and his counsel also agree not to reference this Settlement or identify GMRI or the Released Parties by name in any communication, including on social media, in any advertisement, any website, and/or in publication materials generally available to the public, for any purposes. The Parties and their counsel shall keep this Settlement and its terms confidential except as necessary to obtain approval of and to implement the Settlement.

63. Construction. The Parties agree that the terms and conditions of this Settlement are the result of lengthy, intensive arms-length negotiations between the Parties and that this Settlement shall not be construed in favor of or against any Party by reason of the extent to which any Party or her or its counsel participated in the drafting of this Settlement.

DATED: _____

GMRI, INC.

By: _____

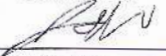
Name: Dawn Rodda-Stoewe

Title: Senior Vice President –
Division General Counsel

DATED: 10/31/2022

PLAINTIFF JAMIN WATSON

DocuSigned by:


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DATED: 10/31/2022

HYUN LEGAL, APC


Dennis S. Hyun

Attorney for Plaintiff Jamin Watson

DATED: 10/31/2022

POLARIS LAW GROUP, LLP


William L. Marder

Attorney for Plaintiff Jamin Watson

DATED: 10/31/2022

KESSELMAN BRANTLY
STOCKINGER LLP


Majed Dakak

Attorney for Plaintiff Jamin Watson

DATED: _____

DLA PIPER LLP (US)

Julie Dunne

Matthew Riley

Attorney for Defendant GMRI, Inc.

DATED: 10/31/22

GMRI, INC.

By: Dawn Rodda-Stoewe

Name: Dawn Rodda-Stoewe

Title: Senior Vice President –
Division General Counsel

DATED: _____

PLAINTIFF JAMIN WATSON

DATED: _____

HYUN LEGAL, APC

Dennis S. Hyun

Attorney for Plaintiff Jamin Watson

DATED: _____

POLARIS LAW GROUP, LLP

William L. Marder

Attorney for Plaintiff Jamin Watson

DATED: _____

KESSELMAN BRANTLY
STOCKINGER LLP

Majed Dakak

Attorney for Plaintiff Jamin Watson

DATED: 10/31/2022

DLA PIPER LLP (US)

Matthew Riley
Julie Dunne

Matthew Riley

Attorney for Defendant GMRI, Inc.

Exhibit A

<<FIRST_NAME>> <<LAST_NAME>>
<<ADDRESS 1>>
<<ADDRESS 2>>

The parties to the lawsuit titled *Jamin Watson v. GMRI, Inc.*, filed in the Superior Court of the State of California for the County of Placer, Case No. S-CV-0047042 (the “Action”), have reached a settlement that affects you. Plaintiff Jamin Watson (“Plaintiff”), as proxy of the State of California and on behalf of all non-exempt employees who worked for GMRI, Inc. (“GMRI”) in the State of California at a Yard House restaurant at any time between May 25, 2020, and June 14, 2022 (“PAGA Employees”), filed suit against GMRI for alleged Labor Code violations. Generally, Plaintiff sought civil penalties under the California Private Attorneys General Act (“PAGA”), claiming that GMRI failed to pay minimum or overtime wages for all hours worked, failed to provide meal periods, failed to authorize and permit rest periods, failed to pay reporting time pay, failed to issue accurate itemized wage statements, and failed to pay all wages due at the time of termination.

GMRI denies each of Plaintiff’s claims. However, to avoid the time and expense associated with further litigation, Plaintiff and GMRI agreed to settle the case.

Pursuant to the release approved by the Court, Plaintiff, as proxy for the State of California and on behalf of all PAGA Employees, released the Released Parties from any and all claims, rights, demands, liabilities, and causes of action for civil penalties under PAGA arising during the period of May 25, 2020, through June 14, 2022 that were asserted in the Action or that are reasonably related to the facts alleged in the Action, including in the initial and amended complaints in the Action and/or in Plaintiff’s May 25, 2021 and/or August 24, 2022 notice letters to the Labor and Workforce Development Agency (“LWDA”), for alleged violations of California Labor Code sections 201-204, 226, 226.7, 510, 512, 558, 1174, 1194, 1197, and 1197.1. The PAGA Release also includes all claims that Plaintiff and/or the PAGA Employees may have against GMRI or the Released Parties relating to: the payment, taxation, and allocation of Attorneys’ Fees and Litigation Costs awarded by the Court pursuant to the settlement; and the payment, taxation, and allocation of Plaintiff’s Service Award awarded by the Court pursuant to the settlement. The PAGA Release only applies to claims for civil penalties under PAGA, and not any other claim or right that you may have.

The Released Parties are GMRI and its past and present parents (including but not limited to Darden Restaurants, Inc.), subsidiaries (including but not limited to Yard House USA, Inc.), affiliates, associates, owners, divisions, related companies, business concerns, and attorneys, and each of them, and their respective past and present successors and predecessors in interest, and all of their respective past and present and future officers, directors, employees, shareholders, administrators, fiduciaries, trustees, beneficiaries, agents, attorneys, principals, heirs, assigns, representatives, accountants, auditors, consultants, insurers and reinsurers.

According to GMRI’s records, you are a PAGA Employee and are therefore entitled to a share of the settlement. Enclosed is a check representing your share of the settlement. The check shall remain valid for one hundred eighty (180) days. The value of checks remaining un-cashed for more than 180 days after issuance will be paid to the LWDA. One hundred percent (100%) of your share of the settlement shall be deemed penalties and reported as miscellaneous income for

which an IRS Form 1099 will be issued, if required by law. You shall be solely and legally responsible for paying any and all applicable taxes on your share of the settlement.

If you have any questions, please contact:

Settlement Administrator

Name

Address

Telephone

Exhibit B

Julie A. Dunne (Bar No. CA-160544)
julie.dunne@us.dlapiper.com
Matthew Riley (Bar No. CA-257643)
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Vani Parti (Bar No. CA-308468)
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401 B Street, Suite 1700
San Diego, California 92101-4297
Tel: 619.699.2700
Fax: 619.699.2701

Attorneys for Defendant
GMRI, INC.

[Plaintiff's counsel listed on following page]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF PLACER**

JAMIN WATSON, individually and on behalf
of all others similarly situated,

Plaintiff,

v.

GMRI, INC., a Florida corporation; and DOES
1 through 50, inclusive,

Defendants.

CASE NO. S-CV-0047042

**STIPULATION TO PERMIT PLAINTIFF
TO FILE SECOND AMENDED
COMPLAINT; [PROPOSED] ORDER**

Complaint Filed: July 23, 2021

FAC Filed: August 3, 2021

Trial Date: None Set

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10 Majed Dakak (Bar No. CA-271875)
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11 KESSELMAN BRANTLY STOCKINGER LLP
12 1230 Rosecrans Ave., Suite 400
Manhattan Beach, California 90266
13 Tel: 310.307.4555
14 Fax: 310.307.4570

15 Attorneys for Plaintiff
JAMIN WATSON
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1 Plaintiff Jamin Watson and Defendant GMRI, Inc., by and through their counsel, hereby
2 stipulate as follows with reference to the following facts:

3 WHEREAS, the parties have reached a settlement to resolve Plaintiff's claims asserted under
4 the Private Attorneys General Act;

5 WHEREAS, on July 7, 2022, the Court stayed the case pending the Court's ruling on
6 Plaintiff's motion for approval of the parties' proposed settlement;

7 WHEREAS, in order to effectuate the parties' settlement, Plaintiff will need to amend his
8 complaint to add additional allegations encompassed by the parties' settlement; and

9 WHEREAS, Plaintiff now intends to file a Second Amended Complaint ("SAC") as
10 described above, and Defendant's counsel agreed to stipulate to provide Plaintiff leave to file the
11 SAC.

12 WHEREFORE, IT IS HEREBY STIPULATED by and between Plaintiff and Defendant,
13 through their respective attorneys of record, that:

- 14 1. Plaintiff may be permitted to file the SAC;
- 15 2. Upon entry of an Order permitting the filing of the proposed SAC, Plaintiff will cause
16 the SAC to be filed and served as soon thereafter as practicable, but in no event greater than five (5)
17 court days after the Court's entry and notice of an Order permitting said filing; and
- 18 3. Defendant's deadline to file a response to the SAC shall be stayed in light of the
19 parties' settlement.

20 IT IS SO STIPULATED.

21 Dated: _____, 2022

22 DLA PIPER LLP (US)

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24 By: _____
25 Julie A. Dunne
26 Matthew Riley
27 Attorneys for Defendant
28 GMRI, INC.

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Dated: _____, 2022

HYUN LEGAL, APC

By: _____
Dennis Hyun
Attorney for Plaintiff
JAMIN WATSON

1 **[PROPOSED] ORDER**

2 The Court, having considered the parties' stipulation to permit Plaintiff to file a Second
3 Amended Complaint, hereby orders:

- 4 (1) Plaintiff shall be permitted to file a Second Amended Complaint;
5 (2) Plaintiff shall file the Second Amended Complaint within five (5) court days of the
6 date of this Order; and
7 (3) Defendant's deadline to file a response to the Second Amended Complaint is stayed
8 in light of the parties' settlement.
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10 **IT IS SO ORDERED.**

11 Dated: _____

12 Honorable Michael Jones
13 Placer County Superior Court Judge
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Exhibit C

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF PLACER

JAMIN WATSON, individually and on behalf
of all others similarly situated,

Plaintiff,

v.

GMRI, INC., a Florida corporation; and DOES
1 through 50, inclusive,

Defendants.

CASE NO. S-CV-0047042

**[PROPOSED] SETTLEMENT
APPROVAL ORDER AND JUDGMENT**

Complaint Filed: July 23, 2021
FAC Filed: August 3, 2021
SAC Filed: _____, 2022
Trial Date: None Set

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1. The Court has jurisdiction over the subject matter of the above-captioned Action and over all Parties to the above-captioned Action.

3. The Court hereby finds that Plaintiff notified the Labor and Workforce Development Agency (“LWDA”) of the Settlement in accordance with the notice requirements of California Labor Code section 2699(l). The Court has received no feedback from the LWDA regarding the Settlement.

5. Defendant will not be required to pay any additional amounts in connection with the

1 Settlement other than the Total Settlement Amount (\$350,000.00) specifically set forth in the
2 Settlement Agreement and this Order.

3 6. The Court awards attorneys' fees to Plaintiff's Counsel in the total amount of
4 \$116,666.67, allocated as follows: \$38,888.89 to Hyun Legal, APC; \$38,888.89 to Polaris Law
5 Group, LLP; and \$38,888.89 to Kesselman Brantly Stockinger LLP. The attorneys' fees are to be
6 paid from the Total Settlement Amount as final payment for and complete satisfaction of any and
7 all attorneys' fees incurred by Plaintiff, and to be incurred by Plaintiff, to prosecute the above-
8 captioned Action.

9 7. The Court awards litigation costs to Plaintiff's Counsel in the total amount of
10 \$2,046.01, allocated as follows: \$282 to Hyun Legal, APC; \$1,679.33 to Polaris Law Group, LLP;
11 and \$84.68 to Kesselman Brantly Stockinger LLP. The litigation costs are to be paid from the Total
12 Settlement Amount as final payment for and complete satisfaction of any and all litigation costs
13 incurred by Plaintiff, and to be incurred by Plaintiff, to prosecute the above-captioned Action.

14 8. The Court awards Plaintiff a Service Award in the amount of \$7,500.00, to be paid
15 from the Total Settlement Amount. Plaintiff submitted a declaration detailing the ways in which he
16 assisted Plaintiff's Counsel in the litigation of the above-captioned Action, and the award is
17 appropriate in light of Plaintiff's work on the case and the stated purposes of PAGA.

18 9. The Court appoints Rust Consulting, Inc. to serve as the Settlement Administrator.
19 The Court concludes that the Settlement Administration Costs in the amount of \$25,754.00 are
20 reasonable and necessary to administer the Settlement and shall be paid from the Total Settlement
21 Amount.

22 10. The remaining PAGA Fund of \$198,033.32 shall be allocated as follows: 75% of the
23 PAGA Fund, or \$148,524.99, will be paid to the LWDA, and the remaining 25%, or \$49,508.33,
24 will be paid to all PAGA Employees pursuant to the calculation set forth in the Settlement
25 Agreement for calculating Individual Settlement Payments.

26 11. Upon the Effective Date, the terms of the Settlement Agreement, and this Order and
27 Judgment, shall be binding on the Parties. Plaintiff and PAGA Employees shall be bound by the
28 releases set forth in the Settlement Agreement. Specifically:

- a. Upon the Effective Date, Plaintiff will be deemed to have provided a Complete and General Release to the Released Parties.
- b. Upon the Effective Date, Plaintiff as proxy for the State of California, and on behalf of all PAGA Employees, will be deemed to have provided the Released Parties with the PAGA Release.
- c. The releases provided under the settlement shall have *res judicata* effect on Plaintiff, the State of California, and the PAGA Employees, as well as their heirs, executors, administrators, successors, and assigns in all pending and future claims, lawsuits, or other proceedings maintained by or on behalf of any such persons, to the extent those claims, lawsuits, or other proceedings fall within the scope of claims released as set forth in the Settlement Agreement.

12. Neither this Order and Judgment nor the Settlement Agreement (nor any other document referred to herein, nor any action taken to carry out this Order and Judgment) is, may be construed as, or may be used as, an admission or concession by Defendant or the Released Parties of the validity of any claim asserted by Plaintiff. The fact that Defendant entered into, and took action to implement, the Settlement shall not be considered as, or be deemed evidence of, an admission or concession of wrongdoing, fault or liability as alleged in the above-captioned Action. Moreover, the fact that Defendant entered into and/or took action to implement the Settlement shall not be offered or received in evidence in any action or proceeding against Defendant in any court, administrative agency, or other tribunal for any purpose whatsoever, except to enforce the provisions of this Order and Judgment and the Settlement Agreement; provided, however, that this Order and Judgment and the Settlement Agreement may be filed in any action against or by Defendant or the Released Parties to support a defense of *res judicata*, collateral estoppel, release, waiver, good-faith settlement, judgment bar or reduction, full faith and credit, or any other theory of claim preclusion, issue preclusion, or similar defense or counterclaim.

13. The Court reserves exclusive and continuing jurisdiction over the lawsuit for the purposes of supervising the implementation, enforcement, construction, administration, and interpretation of the Settlement Agreement and this Order and Judgment pursuant to California Code

1 of Civil Procedure section 664.6.

2 14. Within ten (10) days after entry of this Order and Judgment, Plaintiff shall submit a
3 copy of this Order and Judgment to the LWDA pursuant to California Labor Code section
4 2699(l)(3). Within seven (7) days following Plaintiff's submission of this Order and Judgment to
5 the LWDA, Plaintiff's Counsel shall file a declaration confirming that Plaintiff has complied with
6 California Labor Code section 2699(l)(3).

7 15. The Court hereby enters judgment of the entire above-captioned Action, with
8 prejudice, for the reasons set forth above and upon the terms set forth in the Settlement Agreement.

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

10 Dated: _____

11 _____
12 Honorable Michael Jones
13 Placer County Superior Court Judge
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Exhibit D

INFORMATION SECURITY AND SERVICES AGREEMENT

This Information Security and Services Agreement ("**Agreement**"), effective as of October 25, 2022 ("**Effective Date**") is entered into by GMRI, Inc. ("**GMRI**"), with offices at 1000 Darden Center Drive, Orlando, FL 32837, and Rust Consulting, Inc., with a principal business address at 920 2nd Ave. S, Suite 400, Minneapolis, MN 44502 ("**Settlement Administrator**") (together, the "**Parties**").

RECITALS

GMRI desires to have Settlement Administrator provide certain settlement administration services in accordance with the terms of the settlement agreement and the anticipated court order(s) approving the settlement in the litigation titled *Jamin Watson v. GMRI, Inc.*, pending in the Superior Court of the State of California for the County of Placer, Case No. S-CV-0047042 (the "**Action**"); and

Settlement Administrator desires to provide such Services to GMRI in exchange for payment of settlement administration costs not to exceed \$25,754, to be paid out of the Total Settlement Amount for the settlement of the Action, and subject to the Court's approval in the Action.

NOW, THEREFORE, based upon the mutual promises and terms and conditions set forth below, the Parties agree that Settlement Administrator will render all settlement administration services in the Action pursuant to the following information security provisions:

DEFINITIONS

"**Affiliate**" means any entity that controls, is controlled by, or is under common control with a Party. For purposes of this definition, "control" shall mean at least fifty percent (50%) of the capital, assets, voting stock, profits, interests, or similar participation rights are owned or controlled, directly or indirectly, by an entity under this definition.

"**Claim(s)**" means any and all (1) claims, causes of action, demands, lawsuits, or proceedings, and (2) losses, damages, costs (including reasonable fees of attorneys and other professionals), or liabilities of any kind (including any fine, penalty, judgment or order issued by a governmental, regulatory, or judicial body).

"**Confidential Information**" means information, in any format, that GMRI designates as confidential or that reasonably should be understood to be confidential, proprietary, or a trade secret given the nature and circumstances of its disclosure. Confidential Information includes, but is not limited to, business plans, litigation or lawsuit related information, business processes, costs, pricing, profits, compensation, financial information, and the PAGA Employee List and Personal Information, as those terms are defined herein. Any material derived from the Confidential Information is confidential and remains the property of GMRI. The PAGA Employee List and Personal Information are Confidential Information, regardless of whether either is designated as confidential or reasonably understood to be confidential.

"**GMRI**" means GMRI, Inc. and/or its Affiliates as applicable.

"**PAGA Employee List**" is a subset of Confidential Information (defined above) and means information regarding PAGA Employees that GMRI will compile in good faith from its records and provide to the Settlement Administrator. The PAGA Employee List shall be provided in a confidential Microsoft Excel spreadsheet and shall include each PAGA Employee's: full name, most recent mailing address, and social security number on file with GMRI; and the number of pay periods worked for GMRI in the State of California in a non-exempt position at a Yard House restaurant between May 25, 2020 to June 14, 2022.

INFORMATION SECURITY AND SERVICES AGREEMENT

"PAGA Employees" means Plaintiff and all other individuals who worked for GMRI in the State of California in a non-exempt position at a Yard House restaurant between May 25, 2020 and June 14, 2022, based on GMRI's records.

"Personal Information" is a subset of Confidential Information and means all data that identifies or can be used to identify, relates to, describes, or is capable of being directly or indirectly linked or associated with a particular natural person, household, or device used by a natural person, such as name, address, telephone number, email address, credit card, debit card, or financial account number, medical records, driver's license, social security number, marital status, ethnicity, age, photograph, customer identification number, dates of employment, device identifier, IP address, location information, or information gathered from online data collection technologies (e.g., cookies, tags, or beacons).

"Personnel" means Settlement Administrator's employees, agents, attorneys, or approved independent contractors, who are required to perform Services under this Agreement.

"Plaintiff" means Jamin Watson.

"Services" means any task to be performed by Settlement Administrator in connection with administering the settlement of the Action pursuant to the Plaintiff's and GMRI's settlement agreement and applicable court order(s).

AGREEMENT

1. **CONFIDENTIALITY AND NONDISCLOSURE.**

1.1. *Confidentiality.*

The Parties agree any disclosure of Confidential Information under this Agreement will be governed by the following terms:

- a) Settlement Administrator shall:
 - (i) not disclose Confidential Information to any third party without GMRI's prior written consent, except as expressly set forth in Section 1.1(c);
 - (ii) take security precautions meeting or exceeding industry standards of care for the protection of Confidential Information and in accordance with all applicable privacy and security laws and regulations; and
 - (iii) not use Confidential Information in any manner to GMRI's detriment; and only use Confidential Information to the extent necessary to provide the Services to GMRI (information aggregated or derived from Confidential Information shall not be used for the benefit of any third party).
- b) Settlement Administrator acknowledges that it may receive material, non-public information required to be kept confidential under the Securities Exchange Act of 1934. Settlement Administrator acknowledges that failure to keep such information confidential or otherwise using such information for personal gain may result in insider trading liability on the part of Settlement Administrator and any employees involved in the unlawful disclosure or use of such information.
- c) Settlement Administrator may disclose Confidential Information only:
 - (i) To Personnel on a need to know basis and only in relation to performing the Settlement Administrator's duties under this or a future agreement between the Parties to this Agreement. Such Personnel are subject to the confidentiality duties and obligations contained in this Agreement.

INFORMATION SECURITY AND SERVICES AGREEMENT

- (ii) If Settlement Administrator is required to disclose Confidential Information by law or court order, Settlement Administrator must give GMRI prior written notice (to the extent legally permitted) and reasonable assistance to allow GMRI the opportunity to seek a protective order. In the event that a protective order or other remedy is not obtained, or that GMRI waives compliance with these provisions, the Settlement Administrator agrees to furnish only that portion of the Confidential Information which the Settlement Administrator is legally required to furnish and will exercise its best efforts to obtain assurances that any Confidential Information disclosed will be treated as confidential.
 - (iii) No other individuals or third parties should be provided with access to Confidential Information without GMRI's prior written and signed consent that expressly references this Agreement. Settlement Administrator is responsible for its Personnel, including any acts and omissions that violate requirements in this Agreement. Settlement Administrator shall only use Confidential Information to the extent necessary to provide the Services to GMRI; Confidential Information (including information aggregated or derived from Confidential Information) shall not be used for the benefit of any third party.
- d) Settlement Administrator represents and warrants that its processing, storage, and transmission of Confidential Information does and will comply with all applicable federal and state privacy and data protection laws, all other applicable regulations and directives, and the terms of this Agreement. Settlement Administrator certifies that it understands its obligations under the California Consumer Privacy Act as a service provider to GMRI, and agrees that it will not: sell Confidential Information; retain, disclose, or use Confidential Information for any purpose other than providing the Services to GMRI as set forth in this Agreement and in accordance with the anticipated court order approving the settlement in the Actions; or retain or use Confidential Information outside of this direct business relationship between Settlement Administrator and GMRI. At GMRI's request, Settlement Administrator will delete from its records any Confidential Information that was provided or collected by GMRI or on its behalf.

1.2 *No License; Warranty.*

- a) All Confidential Information is and shall remain the property of GMRI. Nothing in this Agreement is intended to grant any express or implied right to Settlement Administrator under any patents, copyrights, trademarks, or trade secret information except as otherwise provided in this Agreement.
- b) All Confidential Information shared between the Parties is provided "AS-IS" without warranty of any kind, and nothing in this Agreement shall be interpreted as a representation or warranty as to the accuracy, completeness, or validity of any such information.

1.3 *Publicity.*

Settlement Administrator shall not publicize its business relationship with GMRI without the prior written authorization of an officer of GMRI. Settlement Administrator agrees not to use any trade name, trademark, service mark or logo, or any other information that identifies GMRI in its sales, marketing, or publicity activities and/or materials. Media releases or publications of any kind, and interviews with representatives of any written publication, radio, or television station or network, or Internet site or outlet are included within the foregoing prohibition.

1.4 *Consumer Rights Requests.*

If a current and/or former GMRI employee contacts the Settlement Administrator with a request to provide a copy of or delete his or her Confidential Information ("**Consumer Rights Request**"), Settlement Administrator shall take the following steps:

INFORMATION SECURITY AND SERVICES AGREEMENT

- a) Settlement Administrator shall notify GMRI in writing within five (5) calendar days of the Consumer Rights Request by providing GMRI with a copy of the Consumer Rights Request by sending it by email to privacy@darden.com, with copies to julie.dunne@us.dlapiper.com and matthew.riley@us.dlapiper.com. Settlement Administrator shall also promptly provide GMRI with any subsequent communications relating to the Consumer Rights Request.
- b) The Settlement Administrator shall respond to the Consumer Rights Request in writing or electronically to state that the request will not be acted upon because Settlement Administrator is a service provider and that the Consumer Rights Request must be submitted directly to GMRI. Settlement Administrator shall not otherwise communicate with any current and/or former GMRI employee regarding his or her Consumer Rights Request unless directed by GMRI.
- c) If GMRI has an obligation under the Consumer Rights Request, promptly upon GMRI's request, Settlement Administrator shall cooperate with GMRI and provide a copy of or delete the current and/or former GMRI employees' Confidential Information as requested.

2. INFORMATION SECURITY.

2.1. Safeguards.

Settlement Administrator represents and warrants that it has, and will maintain for the term of this Agreement and for as long as it accesses, processes, stores, or transmits Confidential Information, a comprehensive information security program (the "**Security Program**") that complies with applicable law and industry best practices. The Security Program shall apply to all locations, systems, devices and equipment used by Settlement Administrator (or any vendors, subcontractors, or third parties retained by Settlement Administrator) to access, process, store, or transmit Confidential Information ("**Settlement Administrator Systems**"), and it shall include physical, administrative, and technical security controls that prevent unauthorized access to, disclosure of, loss of, or use of the Settlement Administrator Systems and the Confidential Information that those Settlement Administrator Systems process, store, or transmit ("**Safeguards**"). Settlement Administrator shall regularly test and monitor the effectiveness of its Safeguards. At a minimum, and without limiting Settlement Administrator's obligations in this Section 2.1, the Safeguards shall: (i) encrypt all Confidential Information in transmission and at rest; (ii) prevent the storage or transmission of Confidential Information on portable or mobile devices or media; (iii) use role-based access controls to restrict access to Confidential Information to Personnel, and promptly revoke access for any Personnel whose job duties change such that they no longer need access to Confidential Information; (iv) secure all Settlement Administrator Systems according to an industry standard; (v) physically or logically segregate Confidential Information from information of Settlement Administrator or its other customers so that Confidential Information is not commingled with other types of information; (vi) deploy and maintain malware protection to detect, remove, and protect against malicious software or activity on all Settlement Administrator Systems; (vii) configure Settlement Administrator Systems to maintain sufficient audit logging to enable forensic analysis, including logging of successful and failed security events, connectivity to services and sessions, and modification to user and configuration settings; (viii) establish and maintain a patch and vulnerability management process for Settlement Administrator Systems that timely deploys security patches and addresses vulnerabilities; (ix) address all of the Center for Internet Security Critical Security Controls as updated from time to time or an equivalent industry standard security control framework; (x) prevent Confidential Information from being used in any development, test, quality assurance, or other non-production environment; (xi) keep Confidential Information within the territory and subject to the laws of the United States of America (unless GMRI provides prior written and signed consent that expressly references this Agreement); (xii) include appropriate Personnel security precautions, such as background checks; and (xiii) keep any and all GMRI provided equipment in a secure location with appropriate physical security controls to restrict access to Personnel. Settlement Administrator shall also train all Personnel with access to Confidential Information on appropriate privacy and information security practices and procedures.

INFORMATION SECURITY AND SERVICES AGREEMENT

2.2. *Assessments.*

Settlement Administrator shall obtain an annual audit or assessment of the Safeguards which shall be conducted by an independent third party. GMRI shall be promptly notified of any material vulnerabilities that the audit or assessment identifies, and the results of this audit or assessment shall be shared with GMRI upon request. Settlement Administrator shall promptly correct all vulnerabilities that the audit or assessment identifies with respect to the Safeguards. GMRI shall also have the right, at its expense, to conduct (or have a third party conduct) an audit, assessment, examination, or review of Settlement Administrator's Safeguards and compliance with this Section 2 upon written request. Settlement Administrator shall fully cooperate with such request by providing access to knowledgeable personnel, Settlement Administrator Systems, documentation, and other reasonably requested information. Upon request from GMRI, Settlement Administrator shall promptly and accurately complete any privacy or information security questionnaires or interviews requested by GMRI regarding Settlement Administrator's practices with respect to Confidential Information and Settlement Administrator Systems.

2.3. *Security Breaches.*

In the event that any Settlement Administrator Systems or Confidential Information that the Settlement Administrator Systems or the Settlement Administrator processes, stores, or transmits are subject to any suspected or actual unauthorized access, use, or disclosure (a "**Security Breach**"), Settlement Administrator shall immediately notify GMRI by email to cybersecurity@darden.com, with copies to julie.dunne@us.dlapiper.com and matthew.riley@us.dlapiper.com. In no event shall Settlement Administrator take more than twenty-four (24) hours to notify GMRI of a confirmed Security Breach. Settlement Administrator will, at its own expense, promptly investigate the cause and scope of the Security Breach, and preserve relevant evidence in a forensically sound manner (e.g., logs, files, records). Settlement Administrator will cooperate at its own expense in every reasonable way to help GMRI mitigate potential misuse or further unauthorized use or disclosure of Confidential Information involved in the Security Breach; such cooperation will include, without limitation, providing GMRI with access to Settlement Administrator Systems affected, facilitating interviews with Settlement Administrator Personnel with relevant knowledge, and making available all relevant evidence (e.g., logs, files, records). Settlement Administrator shall provide GMRI with a point of contact who shall be able to assist GMRI in responding to and mitigating the effects of the Security Breach twenty-four (24) hours a day, seven (7) days a week. If requested by GMRI, Settlement Administrator shall be responsible for providing notification to individuals whose Confidential Information was involved in the Security Breach, as well as to regulators, government authorities, consumer reporting agencies, and media; Settlement Administrator shall not provide any such notifications unless the contents of the communications are reviewed and approved by GMRI. Settlement Administrator shall be solely responsible for all costs and expenses associated with investigating, notifying, mitigating the effects of (including, without limitation, by providing credit monitoring to), and remediating any Security Breach.

2.4. *Return and Destruction.*

Upon termination of this Agreement or upon the 5th year from the Effective Date of this Agreement, Settlement Administrator shall, at GMRI's election, return or securely destroy all Confidential Information that has been provided to or obtained by Settlement Administrator in a manner that prevents any Confidential Information from being recovered. Before disposing of or relinquishing control of such hard drives or other equipment Settlement Administrator shall also erase all hard drives and other equipment used to process, store, or transmit Confidential Information in a manner that prevents recovery or restoration of such Confidential Information. Upon request of GMRI, Settlement Administrator shall certify in writing that it has met its obligations under this Section 2.4.

INFORMATION SECURITY AND SERVICES AGREEMENT

3. **PERSONNEL.**

3.1. *Background Investigation.*

Before assigning any Personnel to provide Services, Settlement Administrator will conduct, at its sole expense, a comprehensive consumer report to determine suitability for the assignment. Background investigation must be completed prior to the assignment date and include, but not be limited to: (i) a lawful consumer report; and (ii) local, county, and federal criminal records for the maximum number of years allowed by applicable local, state, and federal laws. The consumer report must be conducted by a third party consumer reporting agency that specializes in conducting individual background investigations for a fee. Unless prohibited by applicable law, if Settlement Administrator or its Personnel are provided with or have access to Confidential Information, Settlement Administrator shall ensure that individuals with convictions or civil judgments for violations including but not limited to computer crimes, hacking, blackmail, extortion, fraud, theft, or identity theft do not provide Services under this Agreement, and Settlement Administrator shall not permit any such individuals to access Confidential Information.

3.2. *Third Party Contractors.*

Settlement Administrator will not subcontract any of its material obligations under this Agreement without GMRI's prior written consent. When seeking consent, Settlement Administrator will specify the components of the Services affected, the identity and qualifications of the proposed subcontractor(s), and provide all other information reasonably requested by GMRI. If Settlement Administrator receives GMRI's consent to utilize subcontractors for any Services, Settlement Administrator will:

- a) be fully liable to GMRI for any Services provided by any subcontractor;
- b) remain obligated under this Agreement for providing Services;
- c) require all subcontractors to agree in writing to terms consistent with the terms of this Agreement applicable to the Services provided by such subcontractor(s); and
- d) require all subcontractors to agree in writing that GMRI is an intended third-party beneficiary of its agreement with Settlement Administrator.

4. **ADDITIONAL TERMS.**

4.1. *Term.*

This Agreement shall become effective upon the Effective Date and shall remain in full force and effect until terminated by GMRI in writing.

4.2. *Remedies.*

Settlement Administrator acknowledges and agrees that any violation of this Agreement will cause irreparable harm to GMRI and therefore acknowledges and agrees that GMRI may seek injunctive relief from a court of competent jurisdiction in addition to any other remedy available at law or equity.

INFORMATION SECURITY AND SERVICES AGREEMENT

4.3. *Attorney Fees.*

If GMRI brings an action against Settlement Administrator by reason of a breach or alleged violation, enforcement of any provision, or otherwise arising out of this Agreement, and is determined to be the prevailing party, Settlement Administrator is responsible for the payment of GMRI's costs of suit and reasonable attorneys' fees which shall be payable whether or not such action is prosecuted to judgment.

4.4 *Order of Precedence.*

In the event of a conflict between the terms of this Agreement and any other agreement between the Parties, the terms of this Agreement shall prevail.

4.5. *Waiver.*

No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

4.6. *Choice of Law.*

This Agreement shall be governed by, and interpreted, construed, and determined in accordance with the laws of the State of Florida without regard to its conflict of laws principles. The state and federal courts located in Orange County, Florida shall have exclusive jurisdiction to adjudicate any dispute.

4.7. *Entire Agreement.*

This Agreement contains the entire understanding of the Parties with respect to the matters covered, and no other previous agreement, statement, or promise made by either Party that is not contained in the terms of this Agreement shall be binding or valid, unless specifically incorporated by reference or attachment hereto. This Agreement may be amended only in writing and signed by both Parties to the Agreement.

4.8. *Modification.*

If GMRI determines that this Agreement, as applicable, must be modified as a result of a Security Breach, the Parties shall negotiate in good faith to make such modifications. If the Parties cannot agree on the terms of the modifications, GMRI shall be entitled to terminate the contract without penalty or cost other than payment to Settlement Administrator for services actually performed and costs actually incurred

4.9. *Severability.*

The Parties agree that each provision herein shall be treated as a separate and independent clause, and the unenforceability of any one clause shall in no way impair the enforceability of any of the other clauses. If one or more provisions contained in this Agreement shall for any reason be held to be unenforceable at law, such provision(s) shall be construed so as to be enforceable to the maximum extent compatible with the applicable law as it shall then appear.

INFORMATION SECURITY AND SERVICES AGREEMENT

4.10. Indemnification.

Settlement Administrator will defend, indemnify, and hold harmless GMRI and its officers, directors, employees, attorneys, agents, successors, and permitted assigns from and against any and all Claims arising out of or related to breach of any obligations under this Agreement by Settlement Administrator or Personnel, or any negligent act or omission or willful misconduct of Settlement Administrator or Personnel.

Settlement Administrator, at its own expense, will defend any Claim and has the right to control the defense of such Claim, provided that GMRI, at its own expense, may engage separate counsel to participate in the defense of any Claim and Settlement Administrator agrees to cooperate fully with such counsel. Settlement Administrator and its counsel agree to keep GMRI and its counsel informed regarding the status of any Claim and cooperate fully with requests for information. Notwithstanding any other provisions of this Agreement, Settlement Administrator will not enter into any Claim settlements which (a) adversely affect the rights of GMRI; or (b) impose liabilities or obligations on GMRI which will not be satisfied by Settlement Administrator's payment or performance upon entry of such settlement.

IN WITNESS WHEREOF, the Parties hereto acknowledge and agree to be bound by the terms and conditions herein as of the Effective Date.

RUST CONSULTING, INC.

By: _____

Print Name: Eric Bishop

Title: SVP

Date: 10/25/22

GMRI, INC.

By: _____

Print Name: Tim Haughee

Title: Director & Sr. Associate Counsel

Date: 10/25/22