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9 Attorneys for Plaintiff Ryan Devore,
10 on behalf of all others similarly situated.

11 *(Additional counsel on the following page)*

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

13 **FOR THE COUNTY OF SACRAMENTO**

14 RYAN DEVORE, individually and on behalf of
15 all others similarly situated

16 Plaintiff,

17 vs.

18 BWW RESOURCES, LLC, a Delaware
19 Corporation; INSPIRE BRANDS, INC., a
20 Georgia Corporation; BUFFALO WILD
21 WINGS, INC., a Minnesota Corporation; and
22 Does 1 through 20, inclusive,

23 Defendants.

Case No. 2:21-cv-1856 KJM AC

**JOINT STIPULATION OF CLASS
ACTION SETTLEMENT**

1 **AEGIS LAW FIRM, PC**

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12 Attorneys for Guadalupe Antonio Sanchez and Ricardo Gallardo,
13 individually, and on behalf of all others similarly situated.

14 **LITTLER MENDELSON, P.C.**

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20 San Diego, CA 92101

21 Telephone: (619) 232-0441

22 Facsimile: (619) 232-4302

23 Attorneys for Defendants

24 BWV RESOURCES, LLC; INSPIRE BRANDS, INC.; and

25 BUFFALO WILD WINGS, INC.

1 It is stipulated and agreed by and among the undersigned Parties, subject to the approval of
2 the Court pursuant to the California Rules of Court, that the Settlement of this Action shall be
3 effectuated upon and subject to the following terms and conditions. Capitalized terms used herein
4 shall have the meanings set forth in Article I or as defined elsewhere in this Joint Stipulation of Class
5 Action Settlement (“Agreement” or “Settlement”).

6 This Agreement is made by and between Plaintiffs Guadalupe Antonio Sanchez, Ryan
7 DeVore, and Ricardo Gallardo (“Plaintiffs”) and the Class Members, on the one hand, and
8 Defendants BWW Resources, LLC, Inspire Brands, Inc., and Buffalo Wild Wings, Inc.
9 (“Defendants”), on the other hand. Plaintiffs and Defendants collectively are referred to in this
10 Agreement as “the Parties.”

11 The Parties agree that the Action shall be, and hereby is, ended, settled, resolved, and
12 concluded by agreement of Defendants to pay the settlement amount of Four Million Five Hundred
13 Thousand Dollars (\$4,500,000.00) as provided in Section 3.07(a) below (“Gross Settlement
14 Amount”) pursuant to the terms and conditions of this Agreement and for the consideration set forth
15 herein, including but not limited to, a release of all claims by Plaintiffs and the Class Members as set
16 forth herein.

17 ARTICLE I

18 DEFINITIONS

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

21 a. “Actions” means the actions described as follows: *Ryan DeVore, individually and on*
22 *behalf of all others similarly situated v. BWW Resources, LLC; Inspire Brands, Inc.; Buffalo Wild*
23 *Wings, Inc.; and DOES 1 through 20, inclusive*, Case No. 2:21-cv-1856 KJM AC, commenced on
24 July 27, 2021, in the Superior Court of the State of California for the County of Sacramento and
25 removed to the United States District Court Eastern District (individually, the “DeVore Action”);
26 and *Guadalupe Antonio Sanchez v. BWW Resources, LLC; Inspire Brands, Inc.; and DOES 1*
27 *through 20, inclusive*, Case No. 37-2021-00024806-CU-OE-CTL, commenced on June 7, 2021, in

1 the Superior Court of the State of California for the County of San Diego (individually, the “Sanchez
2 Action”).

3 b. “Agreement” means this Joint Stipulation of Class Action Settlement, including the
4 attached Exhibit(s).

5 c. “Class” means all non-exempt employees of Defendants employed in California at
6 any time during the Class Period, who did not enter into arbitration agreements with Defendants
7 (“Class Members”).

8 d. “Class Counsel” means the attorneys for the Class and the Class Members, who are:

9 AEGIS LAW FIRM, PC
10 Samuel A. Wong
Kashif Haque
11 Jessica L. Campbell
Joseph M. Szilagyi
12 9811 Irvine Center Drive, Suite 100
Irvine, California 92618
13 Telephone: (949) 379-6250
Facsimile: (949) 379-6251

14 CASTLE LAW: CALIFORNIA EMPLOYMENT COUNSEL, PC
15 Timothy B. Del Castillo
Lisa L. Bradner
16 2999 Douglas Blvd., Suite 180
Roseville, CA 95661
17 Telephone: (916) 245-0122

18 e. “Class List” means a list based on Defendants’ business records that identifies each
19 Class Member’s name, last known home or mailing address, Social Security number or, as
20 applicable, other taxpayer identification number, dates of employment, and the number of Qualifying
21 Workweeks worked during the Class Period.

22 f. “Class Member(s)” means all members of the Class.

23 g. “Class Period” means from July 27, 2017, to the earlier of either: (1) the date
24 preliminary approval is granted by the Court, or (2) August 19, 2022, whichever occurs sooner.

25 h. “Class Settlement Amount” means eight-ninth (8/9) of the Net Settlement Amount
26 allocated to the resolution of Class Members’ claims, subject to Court approval.

27 i. “Court” means the California Superior Court for the County of Sacramento.
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1 j. “Date of Finality” means seven (7) days after the latest date for which the following
2 events occurred: (i) the day after the last date by which a notice of appeal to the applicable Court of
3 Appeal of the final approval order may be timely filed, and none is filed; (ii) if an appeal is filed, and
4 the appeal is finally disposed of by ruling, dismissal, denial, or otherwise, the day after the last date
5 for filing a request for further review of the order approving the settlement passes, and no further
6 review is requested; or (iii) if an appeal is filed and there is a final disposition by ruling, dismissal,
7 denial, or otherwise by the Court of Appeal, and further review of the order approving the Settlement
8 is requested, the day after the review is finally dismissed or denied with prejudice and/or no further
9 review of the order can be requested.

10 k. “Defendants” means Defendants BWV Resources, LLC; Inspire Brands, Inc.;
11 Buffalo Wild Wings, Inc.

12 l. “Defense Counsel” means counsel for Defendants:

13 Littler Mendelson, P.C.
14 Stacey E. James
15 Heidi E. Hegewald
16 501 W. Broadway, Suite 900
17 San Diego, CA 92101
18 Telephone: (619) 232-0441
19 Facsimile: (619) 232-4302

20 m. “Disposition” means the method by which the Court approves the terms of the
21 Settlement and retains jurisdiction over its enforcement, implementation, construction,
22 administration, and interpretation.

23 n. “Final Order Approving Settlement of Class Action” or “Final Order” means the final
24 formal court order signed by the Court following the Final Fairness and Approval Hearing in
25 accordance with the terms herein, approving this Agreement.

26 o. “Gross Settlement Amount” means Four Million Five Hundred Thousand Dollars
27 (\$4,500,000.00) to be paid by Defendants as provided by this Agreement to settle this Action. All
28 payments to the Participating Class Members, PAGA Group Members, administration costs,
attorney’s fees and costs, and Incentive Awards, pursuant to Section 3.07 below, shall be paid out of
the Gross Settlement Amount. The employer’s share of payroll taxes arising from the payments made

1 under this settlement shall be paid by Defendants separate from and in addition to the Gross
2 Settlement Amount. The Gross Settlement Amount may be subject to a pro rata increase or
3 modification of the Class Period and/or PAGA Period pursuant to Section 3.05(e) below. No part of
4 the Gross Settlement Amount shall revert to Defendants.

5 p. “Incentive Award” means a monetary amount of up to Ten Thousand Dollars
6 (\$10,000.00) for the Plaintiffs, subject to Court approval, in recognition of their effort and work in
7 prosecuting the Action on behalf of Class Members and PAGA Group Members, and for their general
8 release of claims.

9 q. “Individual Settlement Payment(s)” means each Participating Class Member’s or
10 PAGA Group Member’s respective share of the Net Settlement Amount. Individual Settlement
11 Payments will be determined by the calculations provided in this Agreement.

12 r. “LWDA” means The State of California Labor and Workforce Development Agency.

13 s. “LWDA Payment” means 75% of the PAGA Settlement Amount allocated to the
14 settlement of PAGA claims which, subject to Court approval, will be paid to the LWDA pursuant to
15 Section 3.07(e) of this Agreement, as provided for below.

16 t. “Motion for Final Approval” means Plaintiffs’ submission of a written motion,
17 including any evidence as may be required for the Court to conduct an inquiry into the fairness of
18 the Settlement as set forth in this Agreement, to conduct a Final Fairness and Approval Hearing, and
19 to enter a Final Order in this Action.

20 u. “Motion for Preliminary Approval” means Plaintiffs’ submission of a written motion,
21 including any evidence as may be required for the Court to grant preliminary approval of the
22 Settlement as required by Rule 3.769 of the California Rules of Court.

23 v. “Plaintiffs” means Guadalupe Antonio Sanchez, Ryan DeVore, and Ricardo
24 Gallardo.

25 w. “Net Settlement Amount” means the Gross Settlement Amount less Court-approved
26 administration costs, Class Counsels’ attorney’s fees and costs, and Incentive Awards, pursuant to
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1 Section 3.07(a)-(d) below. The Net Settlement Amount shall be allocated with one-ninth (1/9) for
2 the PAGA Settlement Amount and eight-ninths (8/9) for the Class Settlement Amount.

3 x. “Non-Participating Class Member(s)” means any Class Member(s) who submit to the
4 Settlement Administrator a valid and timely written request to be excluded from the Class pursuant
5 to Section 3.04(b) below.

6 y. “Notice Packet” means the Notice of Proposed Class Action Settlement in a form
7 substantially similar to the Notice Packet attached hereto as **Exhibit A**, subject to Court approval.

8 z. “PAGA” means the California Private Attorneys General Act of 2004, which is
9 codified in California Labor Code §§ 2698 *et seq.*

10 aa. “PAGA Settlement Amount” means one-ninth (1/9) of the Net Settlement Amount
11 allocated to the resolution of PAGA Group Members’ claims arising under PAGA, subject to Court
12 approval.

13 bb. “PAGA Group Members” means all non-exempt employees employed by Defendants
14 in California at any time from June 4, 2020, to the earlier of either: (1) the date preliminary approval
15 is granted by the Court; or (2) August 19, 2022, whichever occurs sooner (“PAGA Period”).

16 cc. “PAGA Period” means from June 4, 2020, to the earlier of either: (1) the date
17 preliminary approval is granted by the Court, or (2) August 19, 2022, whichever occurs sooner.

18 dd. “Participating Class Member(s)” is defined as a Class Member who does not timely
19 exclude himself or herself from the Settlement and will therefore receive his or her share of the Class
20 Settlement Amount automatically without the need to return a claim form. Each Participating Class
21 Member will be paid his/her Individual Settlement Payment.

22 ee. “Preliminary Approval Date” means the date the Court preliminarily approves the
23 Settlement embodied in this Agreement.

24 ff. “Qualified Settlement Fund” or “QSF” means a fund within the meaning of Treasury
25 Regulation § 1.468B-1, 26 CFR § 1.468B-1 *et seq.*, that is established by the Settlement
26 Administrator for the benefit of Participating Class Members.

1 gg. “Qualifying Pay Periods” means the number of pay periods that PAGA Group
2 Members worked for Defendants as non-exempt employees during the PAGA Period.

3 hh. “Qualifying Workweeks” means the number of weeks that Class Members worked
4 for Defendants as non-exempt employees during the Class Period.

5 ii. “Released Parties” collectively means (i) Defendants; (ii) each of Defendants’ past,
6 present and future parents, subsidiaries and affiliates including, without limitation any corporation,
7 limited liability company, partnership, trust, foundation and non-profit entity which controls, is
8 controlled by, or is under common control with Defendants including Blazin Wings, Inc. and Roark
9 Capital Group; (iii) the past, present and future shareholders, directors, officers, agents, employees,
10 attorneys, insurers, member, partners, managers, contractors, agents, consultants, representatives,
11 administrators, fiduciaries, benefit plans, transferees, predecessors, successors and assigns of any of
12 the foregoing; and (iv) any individual or entity which could be jointly liable with any of the
13 foregoing.

14 jj. “Response Deadline” means the deadline by which Class Members must postmark or
15 fax to the Settlement Administrator requests for exclusion or written notices of objection. The
16 Response Deadline will be sixty (60) calendar days after the initial mailing of the Notice Packet by
17 the Settlement Administrator, unless the sixtieth (60th) calendar day falls on a Sunday or federal
18 holiday, in which case the Response Deadline will be extended to the next day on which the U.S.
19 Postal Service is open. The Response Deadline will be extended as set forth herein if there is a re-
20 mailing.

21 kk. “Settlement Administration Costs” means all costs incurred by the Settlement
22 Administrator in administration of the Settlement, including, but not limited to, mailing of notice to
23 the Class, calculation of Individual Settlement Payments, generation of Individual Settlement
24 Payment checks and related tax reporting forms, administration of unclaimed checks, and generation
25 of checks to Class Counsel for attorneys’ fees and costs, to Plaintiffs for their Incentive Awards, and
26 to the LWDA. The Settlement Administration Costs shall be paid from the Gross Settlement Amount.

11. "Settlement Administrator" means Rust Consulting, which the Parties have agreed will be responsible for the administration of the settlement under this Agreement.

ARTICLE II

CONTINGENT NATURE OF THE AGREEMENT

Section 2.01: Stipulation of Class Certification for Settlement Purposes

Because the Parties have stipulated to the certification of the Class with respect to all causes of action alleged in the Action for settlement purposes only, this Agreement requires preliminary and final approval by the Court. Accordingly, the Parties enter into this Agreement on a conditional basis. This Agreement is contingent upon the approval and certification by the Court. If the Date of Finality does not occur, the fact that the Parties were willing to stipulate for the purposes of this Agreement to a Class shall have no bearing on, nor be admissible in connection with, the issue of certification of the Class with respect to all causes of action alleged in the Action. Defendants do not consent to certification of the Class for any purpose other than to effectuate settlement of the Action. If the Date of Finality does not occur, or if Disposition of this Action is not effectuated, any certification of the Class will be vacated and Plaintiffs, Defendants, and the Class will be returned to their positions with respect to the Action as if the Agreement had not been entered into. In the event that the Date of Finality does not occur: (a) any Court orders preliminarily or finally approving certification of any class contemplated by this Agreement shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity; and (b) the fact of the settlement reflected in this Agreement, the fact that Defendant did not oppose the certification of a Class under this Agreement, or that the Court preliminarily approved the certification of the Class, shall not be used or cited thereafter by any person or entity, including in any manner whatsoever, including without limitation any contested proceeding relating to the certification of any class. If the Date of Finality does not occur, this Agreement shall be deemed null and void, shall be of no force or effect whatsoever, and shall not be referred to or used for any purpose whatsoever. Defendants expressly reserve the right to challenge the propriety of class certification in the Action for any purpose, if the Date of Finality does not occur.

1 The Parties and their respective counsel shall take all steps that may be requested by the Court
2 relating to the approval and implementation of this Agreement and shall otherwise use their
3 respective best efforts to obtain Court approval and implement this Agreement. If the Court does not
4 grant the Motion for Preliminary Approval and/or the Motion for Final Approval, the Parties agree
5 to meet and confer to address the Court's concerns. If the Parties are unable to agree upon a
6 resolution, the Parties agree to seek the assistance of mediator Tripper Ortman to resolve the dispute.

7 **ARTICLE III**

8 **PROCEDURE FOR APPROVAL AND IMPLEMENTATION OF THE SETTLEMENT**

9 The procedure for obtaining Court approval of and implementing this Agreement shall be as
10 follows:

11 **Section 3.01: Remand and Amendment of the DeVore Action; Dismissal of the Sanchez** 12 **Action**

13 As of the signing of this Agreement the DeVore Action has been remanded from the Eastern
14 District of California to the Superior Court of the State of California for the County of Sacramento.
15 Plaintiff DeVore shall file an amended letter with the LWDA to add any claims alleged in the Sanchez
16 Action that are not currently stated in the DeVore Action. The Parties shall seek approval of the
17 Court to file a First Amended Complaint in the DeVore Action to add the Plaintiffs from the Sanchez
18 Action and allegations from the Sanchez Action to the DeVore Action. Upon approval by the Court
19 for the filing of a First Amended Complaint in the DeVore Action to add the Plaintiffs from the
20 Sanchez Action and allegations from the Sanchez Action to the DeVore Action, the Plaintiffs from
21 the Sanchez Action shall seek dismissal of the Sanchez Action without prejudice.

22 **Section 3.02: Motion for Conditional Class Certification and Preliminary Approval**

23 Plaintiffs will bring a motion before the Court for an order conditionally certifying the Class
24 to include all claims pled in the Action based on the preliminary approval of this Agreement. The
25 date that the Court grants preliminary approval of this Agreement will be the "Preliminary Approval
26 Date."

1 **Section 3.03: The Settlement Administrator**

2 The Parties have chosen [IYLM, Phoenix, Rust] to administer this Settlement and to act as
3 the Settlement Administrator, including but not limited to distributing and responding to inquiries
4 about the Notice Packet, determining the validity of exclusions/opt-outs, calculating the Net
5 Settlement Amount, the Class Settlement Amount, the PAGA Settlement Amount, and the Individual
6 Settlement Payments, issuing the Individual Settlement Payment checks and distributing them to
7 Participating Class Members and PAGA Group Members, establishing and maintaining the QSF, and
8 issuing the payment to Class Counsel for attorneys' fees and costs, the Incentive Award checks to
9 Plaintiffs, the LWDA Payment, and the employer payroll taxes to the appropriate taxing authorities.
10 The Settlement Administrator shall expressly agree to all of the terms and conditions of this
11 Agreement.

12 All costs of administering the Settlement, including but not limited to all costs and fees
13 associated with preparing, issuing and mailing any and all notices to Class Members and/or
14 Participating Class Members, all costs and fees associated with computing, processing, reviewing,
15 and mailing the Individual Settlement Payments, all costs and fees associated with preparing any tax
16 returns and any other filings required by any governmental taxing authority or agency, all costs and
17 fees associated with preparing any other checks, notices, reports, or filings to be prepared in the
18 course of administering disbursements from the Net Settlement Amount, and any other costs and fees
19 incurred and/or charged by the Settlement Administrator in connection with the execution of its
20 duties under this Agreement ("Settlement Administration Costs"), shall be paid to the Settlement
21 Administrator from the Gross Settlement Amount.

22 **Section 3.04: Notice to Class Members**

23 No later than ten (10) business days after the Preliminary Approval Date, Defendants will
24 provide the Settlement Administrator with the Class List in electronic format based on its business
25 records.

26 Within ten (10) business days of receiving the Class List from Defendants, the Settlement
27 Administrator will send Class Members, by first-class mail, at their last known address, the Court
28

1 approved Notice Packet, including notice of this Settlement and of the opportunity to opt out of the
2 Settlement Class. The Notice Packet will include a calculation of the Class Member's approximate
3 share of the Net Settlement Amount. Class Members will have sixty (60) days from the date of
4 mailing in which to postmark objections or requests for exclusion. Prior to the initial mailing, the
5 Settlement Administrator will check all Class Member addresses against the National Change of
6 Address database and shall update any addresses before mailing. The Settlement Administrator will
7 skip trace and re-mail all returned, undelivered mail within five (5) days of receiving notice that a
8 Notice Packet was undeliverable. If a Class Member's notice is re-mailed, the Class Member shall
9 have fifteen (15) calendar days from the re-mailing, or sixty (60) calendar days from the date of the
10 initial mailing, whichever is later, in which to postmark objections or requests for exclusion. Class
11 Members shall not be required to submit claim forms in order to receive a proportional share of the
12 Net Settlement Amount.

13 If the Notice Packet is returned with a forwarding address, the Settlement Administrator shall
14 re-mail the Notice Packet to the forwarding address. With respect to those Class Members whose
15 Notice Packet is returned to the Settlement Administrator as undeliverable, the Settlement
16 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or
17 mass search on LexisNexis or comparable databases based on set criteria and, if another address is
18 identified, shall mail the Notice Packet to the newly identified address. It is the intent of the parties
19 that reasonable means be used to locate Class Members and that the Settlement Administrator be
20 given discretion to take steps in order to facilitate notice of the Settlement and delivery of the
21 Individual Settlement Payments to all Participating Class Members.

22 If the Notice Packet is re-mailed, the Settlement Administrator will note for its own records
23 and notify Class Counsel and Defense Counsel of the date of each such re-mailing as part of a weekly
24 status report provided to the Parties.

25 In the event a Class Member's Notice Packet remains undeliverable sixty (60) calendar days
26 after the Notice Packet was initially mailed, the Settlement Administrator will not mail the Class
27 Member's Individual Settlement Payment. The Settlement Administrator will hold the Class
28

1 Member's Individual Settlement Payment during the check cashing period on behalf of the Class
2 Member. If at the conclusion of the check cashing period the Class Member's Notice Packet and
3 Individual Settlement Payment remain undeliverable and/or unclaimed and uncashed, the Settlement
4 Administrator will distribute the funds from unclaimed/uncashed checks in accordance with the
5 procedures set forth in Section 3.07(f) below.

6 No later than twenty (20) court days prior to the Final Fairness and Approval Hearing, the
7 Settlement Administrator shall provide Defense Counsel and Class Counsel with a declaration
8 attesting to completion of the notice process, including any attempts to obtain valid mailing addresses
9 for and re-sending of any returned Notice Packets, as well as the number of valid requests for
10 exclusion and objections that the Settlement Administrator received.

11 **Section 3.05: Responses to Notice**

12 **a. Class Member Disputes**

13 If any Class Member disagrees with Defendants' records as to his or her Qualifying
14 Workweeks during the Class Period as reflected in the Notice Packet, the Class Member shall set
15 forth in writing the Qualifying Workweeks he/she claims to have worked during the Class Period
16 and submit such writing to the Settlement Administrator by the Response Deadline, along with any
17 supporting documentation. The Notice Packet will also provide a method for the Class Member to
18 challenge the employment data on which his or her Individual Settlement Payment is based. The
19 Settlement Administrator shall contact the Parties regarding the dispute and the Parties will work in
20 good faith to resolve it. If the Parties are unable to resolve the dispute, the Settlement Administrator
21 will be the final arbiter of the Qualifying Workweeks for each Class Member during the Class Period
22 based on the information provided to it.

23 **b. Requests for Exclusion from Class**

24 In order for any Class Member to validly exclude himself or herself from the Class and this
25 Settlement (*i.e.*, to validly opt out), a written request for exclusion must be signed by the Class
26 Member or his or her authorized representative, and must be sent to the Settlement Administrator,
27 postmarked no later than the Response Deadline (or fifteen (15) days after the Settlement
28

1 Administrator re-mails the Notice to the Class Member, whichever is later). The Notice Packet shall
2 contain instructions on how to validly exclude himself or herself from the Class and this Settlement
3 (*i.e.*, opt out), including the language to be used in a request for exclusion. The date of the initial
4 mailing of the Notice Packet, and the date the signed request for exclusion was postmarked, shall be
5 conclusively determined according to the records of the Settlement Administrator. Any Class
6 Member who timely and validly requests exclusion from the Class and this Settlement will not be
7 entitled to any Individual Settlement Payment, will not be bound by the terms and conditions of this
8 Agreement, and will not have any right to object, appeal, or comment thereon.

9 Any Class Member who fails to timely submit a request for exclusion shall automatically be
10 deemed a Class Member whose rights and claims with respect to the issues raised in the Action are
11 determined by the Court's Final Order Approving Settlement of Class Action, and by the other
12 rulings in the Action. Thus, said Class Member's rights to pursue any claims covered by the Action
13 and/or released in this Agreement will be extinguished.

14 **c. Objections to Settlement**

15 For any Class Member to object to this Agreement, or any term of it, the person making the
16 objection must not submit a request for exclusion (*i.e.*, must not opt out), and should send to the
17 Settlement Administrator, postmarked or faxed no later than the Response Deadline (or fifteen (15)
18 days after the Settlement Administrator re-mails the Notice to the Class Member, whichever is later),
19 a written statement of the grounds of objection, signed by the objecting Class Member or his or her
20 attorney, along with all supporting papers. The date of the initial mailing of the Notice Packet, and
21 the date the signed objection was postmarked, shall be conclusively determined according to the
22 records of the Settlement Administrator. The Settlement Administrator shall send any objections it
23 receives to Defense Counsel and Class Counsel within three (3) business days of receipt. Class
24 Members may also appear at the final approval hearing to object. The Court retains final authority
25 with respect to the consideration and admissibility of any Class Member objections.

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1 **Section 3.07: Settlement Payment Procedures**

2 **a. Settlement Amount**

3 In exchange for the Released Claims set forth in this Agreement, Defendant agrees to pay the
4 Gross Settlement Amount in the amount of Four Million Five Hundred Thousand Dollars
5 (\$4,500,000.00), subject to a pro rata increase or modification of the Class Period and/or PAGA
6 Period under the conditions set forth in Section 3.05(e). The Gross Settlement Amount includes all
7 Individual Settlement Amounts to Participating Class Members and PAGA Group Members, all
8 administration costs, Class Counsel's attorney's fees and costs, the LWDA Payment, and the
9 Incentive Payments.

10 Within ten (10) business days after the Date of Finality, Defendants shall transfer the Gross
11 Settlement Amount plus Defendants' share of employer-side payroll taxes, as set forth herein, into a
12 QSF established by the Settlement Administrator either directly or by sending the funds to the
13 Settlement Administrator to be deposited and distributed. The Settlement Administrator will use these
14 funds to fund payment of the Individual Settlement Payments to Participating Class Members and
15 PAGA Group Members, Class Counsels' attorneys' fees and costs, the Incentive Awards, the LWDA
16 Payment, and the Settlement Administration Costs.

17 Within ten (10) court days after receiving Defendants' payment funding the Gross Settlement
18 Amount in full, the Settlement Administrator will pay the Individual Settlement Payments to
19 Participating Class Members and PAGA Group Members, Class Counsels' attorneys' fees and costs,
20 the LWDA Payment, the Incentive Awards, and employer and employee tax withholdings applicable
21 to the Net Settlement Amount allocated to wages. Prior to this distribution, the Settlement
22 Administrator will perform a search based on the National Change of Address Database to update
23 and correct for any known or identifiable address changes.

24 **b. Payment of Attorneys' Fees and Costs**

25 Class Counsel shall submit an application for an award of attorneys' fees of up to one-third
26 of the Gross Settlement Amount, which, based on the current Gross Settlement Amount, is One
27 Million Five Hundred Thousand Dollars and Zero Cents (\$1,500,000.00). Class Counsel shall submit
28

1 an application for an award of costs not to exceed Thirty Thousand Dollars (\$30,000.00). Such
2 application for attorneys' fees and costs shall be heard by the Court at the Final Fairness and Approval
3 Hearing. Defendants shall not object to or oppose any such application in these amounts. Class
4 Counsel shall serve Defendants with copies of all documents submitted in support of their application
5 for an award of attorneys' fees and costs.

6 Any attorneys' fees and costs awarded to Class Counsel by the Court shall be paid from the
7 Gross Settlement Amount and shall not constitute payment to any Class Member(s). The attorneys'
8 fees and costs for Class Counsel approved by the Court shall encompass all work performed, costs,
9 and expenses related to the investigation, prosecution, and settlement of the Action incurred through
10 the Date of Finality. To the extent that the Court approves less than the amount of attorney's fees
11 and/or costs that Class Counsel requests, the difference between the requested and awarded amounts
12 will be reallocated to the Net Settlement Amount.

13 **c. Payment of Settlement Administration Costs**

14 The Settlement Administration Costs shall be paid out of the Gross Settlement Amount and
15 shall not constitute payment to any Participating Class Member(s). The amount shall not exceed
16 Thirty Thousand Five Hundred Twenty-Two Dollars (30,522.00).

17 **d. Payment of Incentive Awards to Plaintiffs**

18 Subject to Court approval, the Plaintiffs shall receive an Incentive Award of up to Ten
19 Thousand Dollars (\$10,000.00), the request for which Defendants will not object to or oppose. Each
20 Incentive Award shall be paid out of the Gross Settlement Amount and shall not constitute payment
21 to any Participating Class Member(s) other than Plaintiffs. To the extent that the Court approves less
22 than the amount of incentive award that Class Counsel requests, the difference between the requested
23 and awarded amounts will be reallocated to the Net Settlement Amount.

24 Because it is the intent of the Parties that the Incentive Awards represent payment to Plaintiffs
25 for their service to the Class Members, and not wages, the Settlement Administrator will not withhold
26 any taxes from the Incentive Award. The Incentive Award will be reported on a Form 1099, which
27
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1 the Settlement Administrator will provide to Plaintiffs and to the pertinent taxing authorities as
2 required by law.

3 **e. Payment to the LWDA and PAGA Group Members**

4 In consideration of claims made under PAGA, Class Counsel will request that the Court
5 approve allocation of one-ninth (1/9) of the Net Settlement Amount for these claims. Seventy-five
6 percent (75%) of this payment will be paid to the LWDA and twenty-five percent (25%) will be
7 distributed to PAGA Group Members as provided herein. Defendant will not oppose this request.
8 The entire PAGA Settlement Amount will be paid out of the Net Settlement Amount. The Court's
9 adjustment, if any, of the amount allocated to Plaintiffs' PAGA claim in the Action will not invalidate
10 this Agreement.

11 The Parties agree that twenty-five percent (25%) of the one-ninths (1/9) of the Net Settlement
12 Amount shall be divided between all PAGA Group Members in proportion to the number of
13 individual Qualifying Pay Periods for each PAGA Group Member. To calculate the minimum
14 amount each PAGA Group Member will receive based on their individual Qualifying Pay Periods,
15 the one-ninth (1/9) of the Net Settlement Amount will be divided by the total number of Qualifying
16 Pay Periods by all PAGA Group Members during the PAGA Period and then allocated on a pro rata
17 basis. Qualifying Pay Periods will be rounded up to the next whole integer. After final approval by
18 the Court, the one-ninth (1/9) of the Net Settlement Amount will be dispersed to PAGA Group
19 Members on a pro rata basis based on the individual Qualifying Pay Periods worked during the
20 PAGA Period by each PAGA Group Member.

21 Each Individual Settlement Payment to PAGA Group members will represent penalties and
22 this shall not be subject to customary wage withholdings and shall be reported by IRS 1099 forms.

23 No later than ten (10) business days after receiving the Gross Settlement Amount from
24 Defendants, the Settlement Administrator shall prepare and mail the checks for the Individual
25 Settlement Payments to PAGA Group Members and the Settlement Administrator will issue a Form
26 1099 to the extent required by law. PAGA Group Members shall have 180 days from the date their
27 Individual Settlement Payment checks are dated to cash their Settlement checks. Any checks that
28

are not cashed upon the expiration of that 180-day time period will be void, and the uncashed funds shall be paid to the State Controller Unclaimed Property Fund in the name of the PAGA Group Member for whom the funds are designated.

If a check is returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or a mass search on LexisNexis or a comparable database based on set criteria and, if another address is identified, the Settlement Administrator shall mail the check to the newly identified address. If the Settlement Administrator is unable to obtain a valid mailing address through this process, the Settlement Administrator will tender the funds from the undeliverable checks to the State Controller Unclaimed Property Fund in the name of the Class Member for whom the funds are designated.

f. Payment of Individual Settlement Payments to Participating Class Members

The Parties agree that eight-ninths (8/9) of the Net Settlement Amount shall be used to fund Individual Settlement Payments to Participating Class Members. The Parties agree that eight-ninths (8/9) of the Net Settlement Amount shall be divided between all Participating Class Members in proportion to the number of individual Qualifying Workweeks for each Participating Class Member. To calculate the minimum amount each Class Member will receive based on their individual Qualifying Workweeks, the eight-ninth (8/9) of the Net Settlement Amount will be divided by the total number of Qualifying Workweeks by all Class Members during the Class Period and then allocated on a pro rata basis. Qualifying Workweeks will be rounded up to the next whole integer. Each Class Member's approximate Individual Settlement Payment amount will be included in his or her Notice Packet. After final approval by the Court, the eight-ninth (8/9) of the Net Settlement Amount will be dispersed to Participating Class Members (those who did not exclude themselves) on a pro rata basis based on the individual Qualifying Workweeks worked during the Class Period by each Participating Class Member.

Each Individual Settlement Payment to Participating Class Members will represent wages and penalties allocated using the following formula: 20% allocated to wages; 80% allocated to penalties and interest. The amounts paid as wages shall be subject to all tax withholdings customarily

1 made from an employee's wages and all other authorized and required withholdings and shall be
2 reported by W-2 forms. The employer-side taxes will be paid separate from and in addition to the
3 Gross Settlement Amount. The amounts paid as penalties and interest shall be subject to all
4 authorized and required withholdings other than the tax withholdings customarily made from
5 employees' wages and shall be reported by IRS 1099 forms.

6 No later than ten (10) business days after receiving the Gross Settlement Amount from
7 Defendants, the Settlement Administrator shall prepare and mail the checks for the Individual
8 Settlement Payments to Participating Class Members. Individual Settlement Payments to
9 Participating Class Members paid from eight-ninth (8/9) of the Net Settlement Amount allocated to
10 wages will be reduced by applicable employer and employee tax withholdings, and the Settlement
11 Administrator will issue a Form W-2 for the wage portion of the Individual Settlement Payments to
12 Participating Class Members. The Settlement Administrator will issue a Form 1099 to the extent
13 required by law for the interest and penalty portions of the Individual Settlement Payments to
14 Participating Class Members. Participating Class Members shall have 180 days from the date their
15 Individual Settlement Payment checks are dated to cash their Settlement checks. Any checks that are
16 not cashed upon the expiration of that 180-day time period will be void, and the uncashed funds shall
17 be paid to the State Controller Unclaimed Property Fund in the name of the Class Member for whom
18 the funds are designated.

19 If a check is returned to the Settlement Administrator as undeliverable, the Settlement
20 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or
21 a mass search on LexisNexis or a comparable databases based on set criteria and, if another address
22 is identified, the Settlement Administrator shall mail the check to the newly identified address. If the
23 Settlement Administrator is unable to obtain a valid mailing address through this process, the
24 Settlement Administrator will tender the funds from the undeliverable checks to the State Controller
25 Unclaimed Property Fund in the name of the Class Member for whom the funds are designated.

26 **g. Default on Payment.**
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Defendants' failure to fund the Gross Settlement Amount within ten (10) business days after the Date of Finality shall be considered a default. In the event Defendants fail to timely fund the Gross Settlement Amount, the Settlement Administrator will provide notice to Class Counsel and Defendants' counsel within three (3) business days of the missed payment. Thereafter, Defendants will have seven (7) days to cure the default and tender payment to the Settlement Administrator. In the event Defendants fail to cure the default within the times set forth herein, Plaintiffs may elect to enter judgment against Defendants, on an ex parte basis, for the balance of the unpaid Gross Settlement Amount to date, and Plaintiffs will be entitled to recover interest at ten percent (10%) per year from the due date for such payment and reasonable attorneys' fees and costs.

h. No Credit Toward Benefit Plans.

The Individual Settlement Payments made to Participating Class Members and PAGA Group Members under this Agreement, as well as any other payments made pursuant to this Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members or PAGA Group Members may be eligible, including, but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Agreement will not affect any rights, contributions, or amounts to which any Class Members or PAGA Group members may be entitled under any benefit plans.

ARTICLE IV

LIMITATIONS ON USE OF THIS SETTLEMENT

Section 4.01: No Admission

Defendants dispute the allegations in the Action and dispute that, but for this Settlement, a Class should not have been certified in the Action. This Agreement is entered into solely for the purpose of settling highly disputed claims. Nothing in this Agreement is intended nor will be construed as an admission of liability or wrongdoing by Defendants.

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1 **ARTICLE V**

2 **RELEASES**

3 **Section 5.01: Released Claims by Class Members**

4 Upon the date Defendants transfer the Gross Settlement Amount, Plaintiffs and Participating
5 Class Members who do not opt out of the Settlement release the Released Parties from any and all
6 claims whether contractual, statutory or exist in common law that were actually alleged or that could
7 have been alleged against the Released Parties based on the facts stated in the original, amended
8 and/or operative complaint(s) in the Action for alleged violations of Labor Code sections 201, 202,
9 203, 204, 210, 213, 226, 226.3, 226.7, 246, 256, 351, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12,
10 1193.6, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802 and Wage Order 5 and for any and all claims
11 that arose during the Class Period related to the following: (1) Any claims for unpaid compensation
12 or compensation at the incorrect rate (including but not limited to overtime pay, double time pay,
13 sick pay, reporting pay, etc.); (2) Any claims alleging retention of gratuities; (3) Any claims for
14 failure to provide meal periods in accordance with the California Labor Code and/or applicable Wage
15 Orders, including any claims regarding failure to pay premium pay at the correct rate; (4) Any claims
16 for failure to authorize and permit rest periods in accordance with the applicable California Wage
17 Orders or Labor Code, including any claims regarding failure to pay premium pay at the correct rate;
18 (5) Any claims for failure to provide reimbursements for business related expenses; (6) Any claims
19 for failure to pay wages timely; (7) Any claims for failure to provide all/ accurate information
20 required to be on wage statements or to maintain records required by the Labor Code; (8) Any claims
21 brought under B&P 17000 *et. seq.* based on the above during the Class Period (“Released Class
22 Claims”).

23 **Section 5.02: Released Claims by PAGA Group Members**

24 Upon the date Defendants transfer the Gross Settlement Amount, the State of California and
25 PAGA Group Members release the Released Parties from all claims for civil penalties that were
26 actually alleged or that could have been alleged against the Released Parties based on the facts stated
27 in the original, amended and/or operative complaint(s) or LWDA Letter (s), including PAGA claims
28

1 for alleged violations of Labor Code sections 201, 202, 203, 204, 210, 213, 226, 226.3, 226.7, 246,
2 256, 351, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1193.6, 1194, 1194.2, 1197, 1197.1, 1198,
3 2800, 2802 and Wage Order 5 and for any and all claims for civil penalties that arose during the
4 PAGA Period related to the following: (1) Any claims for unpaid compensation or compensation at
5 the incorrect rate (including but not limited to overtime pay, double time pay, sick pay, reporting
6 pay, etc.); (2) Any claims alleging retention of gratuities; (3) Any claims for failure to provide meal
7 periods in accordance with the California Labor Code and/or applicable Wage Orders, including any
8 claims regarding failure to pay premium pay at the correct rate; (4) Any claims for failure to authorize
9 and permit rest periods in accordance with the applicable California Wage Orders or Labor Code,
10 including any claims regarding failure to pay premium pay at the correct rate; (5) Any claims for
11 failure to provide reimbursements for business related expenses; (6) Any claims for failure to pay
12 wages timely; and (7) Any claims for failure to provide all/ accurate information required to be on
13 wage statements or to maintain records required by the Labor Code, regardless of whether PAGA
14 Group Members who are also Class Members opt out of the Class Settlement (“Released PAGA
15 Claim”).

16 **Section 5.03: Plaintiffs’ Release of Unknown Claims**

17 Upon the date Defendants transfer the Gross Settlement Amount, Plaintiffs waive, release,
18 acquit, and forever discharge the Released Parties from any and all claims, actions, charges,
19 complaints, grievances, and causes of action, of any nature arising from Plaintiffs’ employment with
20 Defendants, whether known or unknown, which exist or may exist as of the Parties’ execution of this
21 Agreement.

22 Section 1542 of the California Civil Code provides as follows:

23 *“A general release does not extend to claims that the creditor or releasing*
24 *party does not know or suspect to exist in his or her favor at the time of*
25 *executing the release and that, if known by him or her, would have*
26 *materially affected his or her settlement with the debtor or released party.”*

1 Plaintiffs' general release provided herein is made with an express waiver and relinquishment
2 of any claim, right, or benefit under California Civil Code § 1542.

3 **ARTICLE VI**

4 **MISCELLANEOUS PROVISIONS**

5 **Section 6.01: Amendments or Modification**

6 The terms and provisions of this Agreement may be amended or modified only by an express
7 written agreement that is signed by all the Parties (or their successors-in-interest) and their counsel,
8 and approved by the Court.

9 **Section 6.02: Assignment**

10 None of the rights, commitments, or obligations recognized under this Agreement may be
11 assigned by any Party, Class Member, Class Counsel, or Defense Counsel without the express written
12 consent of each other Party and their respective counsel. The representations, warranties, covenants,
13 and agreements contained in this Agreement are for the sole benefit of the Parties under this
14 Agreement and shall not be construed to confer any right or to avail any remedy to any other person.

15 **Section 6.03: Governing Law**

16 This Agreement shall be governed, construed, and interpreted, and the rights of the Parties
17 shall be determined, in accordance with the laws of the State of California, without regard to conflicts
18 of laws.

19 **Section 6.04: Entire Agreement**

20 This Agreement, including the Exhibits referred to herein, which form an integral part hereof,
21 contains the entire understanding of the Parties with respect to the subject matter contained herein.
22 In case of any conflict between text contained in Articles I through VI of this Agreement and text
23 contained in the Exhibits to this Agreement, the former (*i.e.*, Articles I through VI) shall be
24 controlling, unless the Exhibits are changed by or in response to a Court order. There are no
25 restrictions, promises, representations, warranties, covenants, or undertakings governing the subject
26 matter of this Agreement other than those expressly set forth or referred to herein. This Agreement
27 supersedes all prior agreements and understandings among the Parties with respect to the settlement
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1 of the Action, including correspondence between Class Counsel and Defense Counsel and drafts of
2 prior agreements or proposals.

3 **Section 6.05: Waiver of Compliance**

4 Any failure of any Party, Defense Counsel, or Class Counsel hereto to comply with any
5 obligation, covenant, agreement, or condition set forth in this Agreement may be expressly waived
6 in writing, to the extent permitted under applicable law, by the Party or Parties and their respective
7 counsel entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or
8 failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or
9 condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

10 **Section 6.06: Counterparts and Fax/PDF Signatures**

11 This Agreement, and any amendments hereto, may be executed in any number of counterparts
12 and any Party and/or their respective counsel may execute any such counterpart, each of which when
13 executed and delivered shall be deemed to be an original. All counterparts taken together shall
14 constitute one instrument. A fax or PDF signature on this Agreement shall be as valid as an original
15 signature.

16 **Section 6.07: Meet and Confer Regarding Disputes**

17 Should any dispute arise among the Parties or their respective counsel regarding the
18 implementation or interpretation of this Agreement, a representative of Class Counsel and a
19 representative of Defense Counsel shall meet and confer in an attempt to resolve such disputes prior
20 to submitting such disputes to the Court.

21 **Section 6.08: Agreement Binding on Successors**

22 This Agreement will be binding upon, and inure to the benefit of, the successors in interest
23 of each of the Parties.

24 **Section 6.09: Cooperation in Drafting**

25 The Parties have cooperated in the negotiation and preparation of this Agreement. This
26 Agreement will not be construed against any Party on the basis that the Party, or the Party's counsel,
27 was the drafter or participated in the drafting of this Agreement.

1 **Section 6.10: Fair and Reasonable Settlement**

2 The Parties believe that this Agreement reflects a fair, reasonable, and adequate settlement of
3 the Action and have arrived at this Agreement through arm's-length negotiation and in the context
4 of adversarial litigation, taking into account all relevant factors, current and potential. The Parties
5 further believe that the Settlement is and is consistent with public policy, and fully complies with
6 applicable law.

7 **Section 6.11: Headings**

8 The descriptive heading of any section or paragraph of this Agreement is inserted for
9 convenience of reference only and does not constitute a part of this Agreement and shall not be
10 considered in interpreting this Agreement.

11 **Section 6.12: Notice**

12 Except as otherwise expressly provided in the Agreement, all notices, demands, and other
13 communications under this Agreement must be in writing and addressed as follows:

14 *To Plaintiffs and the Class:*

15 AEGIS LAW FIRM, PC
16 Samuel A. Wong
17 Kashif Haque
18 Jessica L. Campbell
19 Joseph M. Szilagyi
20 9811 Irvine Center Drive, Suite 100
21 Irvine, California 92618
22 Telephone: (949) 379-6250
23 Facsimile: (949) 379-6251

24 CASTLE LAW: CALIFORNIA EMPLOYMENT COUNSEL, PC
25 Timothy B. Del Castillo
26 Lisa L. Bradner
27 2999 Douglas Blvd., Suite 180
28 Roseville, CA 95661
 Telephone: (916) 245-0122

 And

To Defendants:

 Stacey E. James
 Heidi E. Hegewald
 LITTLER MENDELSON, P.C.
 501 W. Broadway, Suite 900

San Diego, CA 92101
Telephone: (619) 232-0441
Facsimile: (619) 232-4302

Section 6.13: Enforcement of Settlement and Continuing Court Jurisdiction

To the extent consistent with class action procedure, this Agreement shall be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6 and California Rule of Court 3.769(h). The Final Order entered by the Court will not adjudicate the merits of the Action or the liability of the Parties resulting from the allegations of the Action. Its sole purpose is to adopt the terms of the Settlement and to retain jurisdiction over its enforcement. To that end, the Court shall retain continuing jurisdiction over this Action and over all Parties and Class Members, to the fullest extent to enforce and effectuate the terms and intent of this Agreement. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

Section 6.14: Mutual Full Cooperation

The Parties agree fully to cooperate with each other to accomplish the terms of this Agreement, including but not limited to the execution of such documents, and the taking of such other action, as may reasonably be necessary to implement the terms of this Agreement. The Parties to this Agreement shall use their best efforts to effectuate and implement this Agreement and its terms. In the event 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 the Settlement, the Parties agree to seek the assistance of the Court.

Section 6.15: Authorization to Act

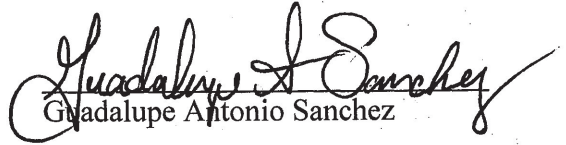
Class Counsel warrants and represents that they are authorized by Plaintiffs, and Defense Counsel warrants that they are authorized by Defendants, to take all appropriate action required to effectuate the terms of this Agreement, except for signing documents, including but not limited to this Agreement, that are required to be signed by the Parties themselves. Defendants represent and

1 **EXECUTION BY PARTIES AND COUNSEL**

2 The Parties and their counsel hereby execute this Agreement.

3
4 Dated: 8/22/22

GUADALUPE ANTONIO SANCHEZ

5
6 
7 Guadalupe Antonio Sanchez

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9 Dated: _____

RYAN DEVORE

10
11 _____
12 Ryan DeVore

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14 Dated: _____

RICARDO GALLARDO

15
16 _____
17 Ricardo Gallardo

18 Dated: _____

DEFENDANT BWV RESOURCES, LLC

19
20 By: _____
21 (Signature)

22 _____
23 (Printed Name)

24 _____
25 (Title)

26 Dated: _____

DEFENDANT INSPIRE BRANDS, INC.

27 By: _____

1 warrant that the individual executing this Agreement on its behalf has the full right, power, and
2 authority to enter into this Agreement and to carry out the transactions contemplated herein.

3 **Section 6.16: No Reliance on Representations**

4 The Parties have made such investigation of the facts and the law pertaining to the matters
5 described herein and to this Agreement as they deem necessary, and have not relied, and do not rely,
6 on any statement, promise, or representation of fact or law, made by any of the other parties, or any
7 of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted
8 rights, or with regard to the advisability of entering into and executing this Agreement, or with respect
9 to any other matters. No representations, warranties, or inducements, except as expressly set forth
10 herein, have been made to any party concerning this Agreement.

11 **EXECUTION BY PARTIES AND COUNSEL**

12 The Parties and their counsel hereby execute this Agreement.

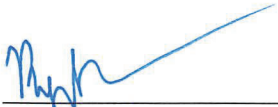
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14 Dated: _____

GUADALUPE ANTONIO SANCHEZ

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16 _____
17 Guadalupe Antonio Sanchez

18
19 Dated: 8/19/22 _____

RYAN DEVORE

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21 
22 _____
23 Ryan DeVore

24 Dated: _____

RICARDO GALLARDO

25
26 _____
27 Ricardo Gallardo

1 **EXECUTION BY PARTIES AND COUNSEL**

2 The Parties and their counsel hereby execute this Agreement.

3
4 Dated: _____

GUADALUPE ANTONIO SANCHEZ

5
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7 Guadalupe Antonio Sanchez

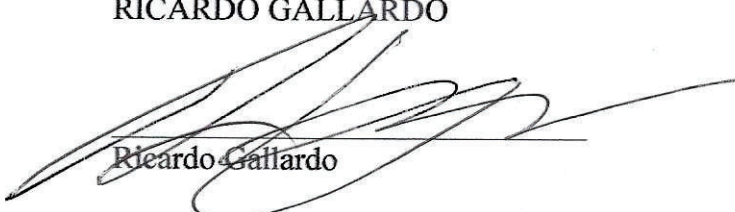
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RYAN DEVORE

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11 _____
12 Ryan DeVore

13 Dated: 8/15/22

14 RICARDO GALLARDO

15
16 
17 Ricardo Gallardo

18 Dated: _____

DEFENDANT BWW RESOURCES, LLC

19
20 By: _____
21 (Signature)

22 _____
23 (Printed Name)

24 _____
25 (Title)

26 Dated: _____

DEFENDANT INSPIRE BRANDS, INC.

27
28 By: _____

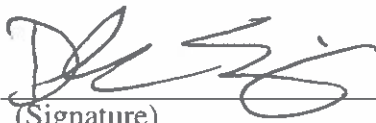
1 Dated: 8/11/22

DEFENDANT BWW RESOURCES, LLC

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3 By: 
(Signature)
4 Derek Ensminger
(Printed Name)
5 Sr. Counsel
(Title)
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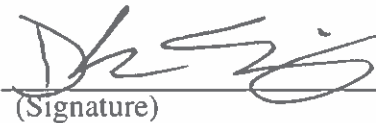
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8 Dated: 8/11/22

DEFENDANT INSPIRE BRANDS, INC.

9
10 By: 
(Signature)
11 Derek Ensminger
(Printed Name)
12 Sr. Counsel
(Title)
13
14

15
16 Dated: 8/11/22

DEFENDANT BUFFALO WILD WINGS,
INC.

17
18 By: 
(Signature)
19 Derek Ensminger
(Printed Name)
20 Sr. Counsel
(Title)
21
22

23 **APPROVED AS TO FORM ONLY:**

24
25 Dated: _____

AEGIS LAW FIRM, PC

26
27 By: _____

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Dated: _____

DEFENDANT BWW RESOURCES, LLC

By: _____
(Signature)

(Printed Name)

(Title)

Dated: _____

DEFENDANT INSPIRE BRANDS, INC.

By: _____
(Signature)

(Printed Name)

(Title)

Dated: _____

DEFENDANT BUFFALO WILD WINGS,
INC.

By: _____
(Signature)

(Printed Name)

(Title)

APPROVED AS TO FORM ONLY:

Dated: August 10, 2022

AEGIS LAW FIRM, PC

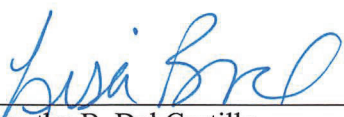
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Samuel A. Wong
Jessica L. Campbell
Joseph M. Szilagyi
Attorneys for Guadalupe Antonio Sanchez
and Ricardo Gallardo

Dated: 8/19/22

**CASTLE LAW: CALIFORNIA
EMPLOYMENT COUNSEL, PC**

By: 
Timothy B. Del Castillo
Lisa L. Bradner
Attorneys for Ryan DeVore

Dated: August 25, 2022

LITTLER MENDELSON, P.C.

By: 
Stacey E. James
Heidi E. Hegewald
Attorneys for Defendants

EXHIBIT A

EXHIBIT A

THIS IS AN IMPORTANT COURT APPROVED NOTICE. READ CAREFULLY.

Devore, et al. v. BWW Resources, LLC, et al., Sacramento County Superior Court
Case No. 34-2021-00304975

**If you worked for BWW Resources, LLC, Blazin Wings, Inc., Inspire Brands, Inc., or Buffalo Wild Wings, Inc.
as a non-exempt employee in California
at any time from July 27, 2017, through August 19, 2022,
a settlement of a class action lawsuit may affect your rights.**

This is a court-authorized notice. It is not a solicitation from a lawyer.

- A proposed settlement (the “Settlement”) has been reached in a class action lawsuit entitled *Ryan Devore, et al. v. BWW Resources, LLC, et al.*, Case No. 34-2021-00304975 (Sacramento County Superior Court) (the “Lawsuit”). The purpose of this Notice of Class Action Settlement (“Notice”) is to briefly describe the Lawsuit, and to inform you of your rights and options in connection with the Lawsuit and the proposed settlement.
- The Court has preliminarily approved a class action settlement with Defendants BWW Resources, LLC, Inspire Brands, Inc., and Buffalo Wild Wings, Inc. (“Defendants”), which will affect all non-exempt employees who worked for Defendants or Blazin Wings, Inc.¹ (collectively, “BWW”) in California at any time between July 27, 2017, through August 19, 2022 (the “Class”).
- If the Court grants final approval of the Settlement, there may be money available to you.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
PARTICIPATE IN THE SETTLEMENT – <u>NO ACTION REQUIRED</u>	Stay in this Lawsuit. Receive a payment. Cannot pursue your own lawsuit. By doing nothing, you become part of the Class and will collect a settlement award as detailed below. But you will not be able to bring your own lawsuit against BWW for wage and hour violations that relate to the claims brought in this Lawsuit.
OBJECT TO THE SETTLEMENT	Stay in this Lawsuit. Receive a payment. Object. Cannot pursue your own lawsuit. To object to the Settlement, you must write to the Settlement Administrator about why you do not like the settlement. You will remain a member of the Class, and if the Court approves the Settlement, you will be bound by the terms of the settlement in the same way as Class Members who do not object.
ASK TO BE EXCLUDED	Get out of this Lawsuit. Receive a smaller or no payment from it. Keep your right to pursue your own lawsuit for damages. If you ask to be excluded from the Settlement, you keep your right to sue BWW separately about the legal claims

¹ Blazin Wings, Inc. employed all employees who worked at corporate owned (non-franchised) Buffalo Wild Wings restaurants in the State of California on or before December 31, 2019. If the settlement is approved, Blazin Wings, Inc. will also be a released party through the settlement. (See Section 9 below.)

	in this Lawsuit, except as to the claim under the California Private Attorneys General Act (“PAGA”). If you choose this option, you must exclude yourself, in writing, from the Settlement. As a result, you may receive no payment at all. At most, you will receive a very small payment for resolution of the PAGA claim if you a member of the PAGA Group, which is a subset of the Class.
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- **Regardless of the option you choose, you will not be retaliated against for exercising your rights.** To object to the Settlement or to ask to be excluded, you must act before [DATE].
- **Any questions?** Read on or contact the Settlement Administrator listed below at 1-XXX-XXX-XXXX.

BASIC INFORMATION

1. Why did I get this notice?

BWW’s records show that you worked for BWW in California as a non-exempt employee at some point between July 27, 2017, through August 19, 2022.

The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable. Any final determination of those issues will be made at the final hearing. You have legal rights and options that you may exercise as part of this settlement. Judge [INSERT] of the Superior Court of the State of California, County of Sacramento, is overseeing this lawsuit.

2. What is this lawsuit about?

In this Lawsuit, Plaintiffs Guadalupe Antonio Sanchez, Ryan DeVore, and Ricardo Gallardo (“Plaintiffs”) claim that Defendants: (1) failed to pay all minimum wages and overtime wages; (2) failed to provide legally required meal periods; (3) failed to provide legally required rest periods; (4) unlawfully retained gratuities; (5) failed to reimburse all business expenses; (6) failed to provide timely and accurate, itemized wage statements; (7) failed to timely pay all wages; and (8) Plaintiffs argued that these claimed violations were unfair and unlawful business practices under California’s Unfair Competition Laws, and that they entitled Plaintiffs to recover civil penalties to be split 75% to the State of California and 25% to certain employees. Plaintiffs also claimed entitlement to restitution, interest, attorneys’ fees, and costs. You can read Plaintiffs’ allegations as stated in the Second Amended Complaint, which is available at [settlement administrator website].

Throughout the litigation, Defendants have denied—and continue to deny—the factual and legal allegations in the case. Defendants do not believe that they violated any law or regulation relating to how employees were paid, when employees were paid employees, how much employees were paid, the accuracy and display of information on employee wage statements, whether employees were provided meal periods and rest breaks, whether employees were reimbursed for all business expenses, or whether employees were provided all gratuities owed to them. Defendants deny any wrongdoing and assert that their conduct at all times complied with the law. Defendants further deny that they owe the monies or penalties claimed in the Lawsuit. However, Defendants have voluntarily agreed to the terms of a negotiated settlement in order to avoid the burden and expense of continued litigation.

3. What is a class action and who is involved?

In a class action lawsuit such as this, a person called the “Class Representative” sues on behalf of other people who may have similar claims. The people together are a “Class” or “Class Members.” The person who is the Class Representative is also called the plaintiff. The companies sued are called the defendant. In class action litigation, one court resolves the issues for everyone in the Class in one lawsuit, except for those people who choose to exclude themselves from the Class.

This class action also includes a “Private Attorney General Act” (PAGA) claim where the Plaintiffs are attempting to recover penalties for the State of California. In a PAGA action, the State receives 75% of the civil penalties, while employees receive 25%. This settlement will resolve all claims by the State for civil penalties arising from claims made by Plaintiffs in the Lawsuit during the period of June 4, 2020 to August 19, 2022 and non-exempt employees covered by the Lawsuit will be barred from bringing another lawsuit on behalf of the State for such penalties.

4. Why is this Lawsuit a class action?

For settlement purposes only, Plaintiffs and Defendants agreed that this case can proceed as a class action and to ask the Court to approve the settlement for the Class. The Court has not ruled on the merits of the case, and the decision to certify the Class for settlement purposes should not be viewed as a prediction or agreement that Plaintiffs or the Class would ultimately prevail on the merits of the action.

5. What are the terms of the proposed Settlement?

Subject to final Court approval, the major terms of the Settlement are as follows:

1. Defendants have agreed to pay \$4,500,000.00 to settle the claims made in this lawsuit. This amount is also known as the “Gross Settlement Amount.”
2. Plaintiffs have agreed to release all of their claims in this lawsuit against BWV.
3. **Class Settlement Payments:** Plaintiffs seek the following deductions from the \$4,500,000.00 Gross Settlement Amount:
 - a. Up to one-third (1/3) of the Gross Settlement Amount (currently equal to \$1,500,000.00) for Class Counsel’s attorneys’ fees.
 - b. Up to \$30,000.00 for reimbursement of Class Counsel’s litigation costs.
 - c. An incentive award of up to \$10,000.00 to each Plaintiff (\$30,000 total for all Named Plaintiffs) to Plaintiffs for filing the Lawsuit, performing work in connection with the Lawsuit, and undertaking the risks of filing the Lawsuit.
 - d. Up to \$[INSERT].00 to cover the costs of the Settlement Administrator.

If the Court approves the requested deductions, there will be approximately \$[INSERT] remaining, before deducting for taxes, to be distributed to Settlement Class Members and PAGA Group Members.

The remaining funds will be referred to as the “Net Settlement Amount.” Any amounts not requested or awarded by the Court will be included in the Net Settlement Amount. Eight-ninths (8/9) of the Net Settlement Amount will be distributed to Class Members who do not request exclusion (the “Settlement Class Members”) on a pro rata basis according to the number of weeks they worked during the Class Period, and whether they signed individual settlements.

PAGA Settlement Payments. The remaining one-ninth (1/9) of the Net Settlement Amount will be allocated to employees who worked for BWB in California at some point between June 4, 2020 and August 19, 2022 (“PAGA Group”). The one-ninth (1/9) portion of the Net Settlement Amount will be divided, with 75% paid to the California Labor and Workforce Development Agency and 25% paid to members of the PAGA Group for release of PAGA claims. If you are a member of the PAGA Group, you will receive a pro rata share of the PAGA Group Payment, regardless of whether you opt-out of the settlement. You will not be able to pursue any claim on behalf of the State for such penalties.

Settlement Payments Generally. If a settlement check remains uncashed after 180 days from issuance, the check will become void and a stop payment will be placed on the uncashed check and the amount will be provided to the Controller of the State of California to be held under the State Controller Unclaimed Property Fund.

Your estimated settlement payment is listed in Section 8 of this Notice. Applicable taxes will be withheld from your payment.

WHO IS IN THE CLASS?

6. Am I part of this Class?

The “Class” includes: All non-exempt employees who worked for BWB in California at any time between July 27, 2017, through August 19, 2022 (the “Class Period”).

7. I’m still not sure if I am included.

If you still are not sure whether you are included in the Class, you can get free help by contacting [ADMIN NAME], the “Settlement Administrator”, at the designated phone number for this matter at [PHONE NUMBER] or by calling or writing the lawyers representing the Class in this case (“Class Counsel”), at the phone number or address listed in Section 13.

8. What is my approximate Individual Settlement Payment?

According to payroll records maintained by Defendants, the total number of weeks you worked in California for BWB as a non-exempt employee during the Class Period is [REDACTED].

Based on information provided above and anticipated court-approved deductions, your share of the settlement is estimated to be \$ [REDACTED], less applicable taxes and withholdings.

You do not need to do anything further to receive your Individual Settlement Payment, other than to ensure that the Settlement Administrator has an accurate mailing address for you. It is important that you contact and inform the Settlement Administrator listed in Section 16, below, of any changes to your mailing address for timely payment.

Disputing Your Payment Amount

If you believe your total weeks worked during the Class Period shown above are not correct, you may send a letter to the Settlement Administrator indicating what you believe is correct by no later than [DATE]. You should also send any documents or other information that supports your belief. The Settlement Administrator will attempt to resolve any dispute based on Defendants' records and any information you provide. Any disputes not resolved by the Settlement Administrator will be resolved by the Court.

9. What rights am I releasing if I participate in the Settlement?

If the Court grants final approval of the Settlement and you do not opt out of the Settlement, you will be deemed to have released (i) Defendants; (ii) each of Defendants' past, present and future parents, subsidiaries and affiliates including, without limitation any corporation, limited liability company, partnership, trust, foundation and non-profit entity which controls, is controlled by, or is under common control with Defendants including Blazin Wings, Inc. and Roark Capital Group; (iii) the past, present and future shareholders, directors, officers, agents, employees, attorneys, insurers, member, partners, managers, contractors, agents, consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors and assigns of any of the foregoing; and (iv) any individual or entity which could be jointly liable with any of the foregoing (collectively, "Released Parties") from any and all claims whether contractual, statutory or exist in common law that were actually alleged or that could have been alleged against the Released Parties based on the facts stated in the original, amended and/or operative complaint(s) in the Action for alleged violations of Labor Code sections 201, 202, 203, 204, 210, 213, 226, 226.3, 226.7, 246, 256, 351, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1193.6, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802 and Wage Order 5 and for any and all claims that arose during the Class Period related to the following: (1) Any claims for unpaid compensation or compensation at the incorrect rate (including but not limited to overtime pay, double time pay, sick pay, reporting pay, etc.); (2) Any claims alleging retention of gratuities; (3) Any claims for failure to provide meal periods in accordance with the California Labor Code and/or applicable Wage Orders, including any claims regarding failure to pay premium pay at the correct rate; (4) Any claims for failure to authorize and permit rest periods in accordance with the applicable California Wage Orders or Labor Code, including any claims regarding failure to pay premium pay at the correct rate; (5) Any claims for failure to provide reimbursements for business related expenses; (6) Any claims for failure to pay wages timely; (7) Any claims for failure to provide all/ accurate information required to be on wage statements or to maintain records required by the Labor Code; (8) Any claims brought under B&P 17000 *et. seq.* based on the above during the Class Period ("Released Class Claims").

Additionally, if you worked during the period of June 4, 2020 through August 19, 2022, you are a PAGA Group Member and you will also release the right to bring a claim for civil penalties on behalf of the State (and other employees) based on the same facts or theories as the Settlement Class Released Claims, which arose during the PAGA Period, even if you have formally opted-out of being a Settlement Class Member. Settlement is also conditioned on covenant of the PAGA Group members that they will not participate in or receive recovery or monies in connection with any proceeding seeking penalties under California Labor Code Section 2699, which arose during the PAGA Period for claims based on the same facts or theories as the Settlement Class Released Claims facts which were or could have been alleged in the Complaint.

10. How do I object to the Settlement?

If you are a Class Member and would like to object to the Settlement, you must not submit a request for exclusion (*i.e.*, must not opt out). In order to object, you may mail a written objection to the Settlement Administrator at the address in Section 16 below. To be valid, your objection must: (1) state your full name, address, telephone number, and the last four digits of your Social Security Number; (2) state the grounds for the objection; (3) be signed by you; and (4) indicate whether you intend to appear at the Final Approval Hearing. You can also hire an attorney at your own expense to represent you in your objection. Your written objection to the Settlement Administrator must be postmarked on or before [DATE]. You may appear in person at the Final Fairness and Approval Hearing to present any oral objections even if you do not submit a timely written objection.

11. Why would I ask to be excluded?

You have the right to exclude yourself from the Class (and the class settlement). If you exclude yourself from the Class—sometimes called "opting-out" of the Class – you won't get any money or benefits from the class settlement. However, you may then be able to sue or continue to sue Defendants for your own claims if permitted by law. If you exclude yourself, you will not be legally bound by the Court's ruling in this Lawsuit, except for the release by PAGA Group Members, as explained above. Whether or not you submit a Request for Exclusion, you will still receive a small PAGA Group Payment if you are determined to be a part of the PAGA Group.

12. How do I ask to be excluded from the Class?

If you are a Class Member and would like to exclude yourself from the Class ("opt-out"), you, or your authorized representative, need to submit a written statement requesting exclusion from the Class to the Settlement Administrator at the address in Section 16 below. The statement must be signed by you or your authorized representative and must be postmarked on or before [DATE]. To be valid, your request for exclusion must: (1) state your full name, address, telephone number, and the last four digits of your Social Security Number; (2) contain a clear statement that you are requesting to opt out of, or be excluded from, the Settlement in *Devore v. BWW Resources, LLC*; and (3) be signed by you.

Any Class Member who requests to be excluded from the Class will not be entitled to any recovery under the Settlement and will not be bound by the Settlement or have any right to object, appeal, or comment on the Settlement. Class Members who fail to submit a valid and timely request for exclusion will be bound by all terms of the Settlement and any ruling from the Court to give final approval of the Settlement. But Class Members cannot opt out of releasing PAGA claims, as those claims belong to the State of California and Plaintiffs have agreed to release those claims by acting as a proxy for the State.

THE LAWYERS REPRESENTING YOU

13. Who are the attorneys representing the Parties?

Lawyers for the Class (Class Counsel)

Samuel A. Wong (swong@aegislawfirm.com)
Kashif Haque (khaque@aegislawfirm.com)
Jessica L. Campbell (jcampbell@aegislawfirm.com)
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COUNSEL, PC
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Roseville, CA 95661
Tel: 916-245-0122

The Court has preliminarily decided that Aegis Law Firm, PC and Castle Law: California Employment Counsel, PC are qualified to represent you and all Class Members. Class Counsel are experienced in handling similar cases against other employers. More information about Class Counsel, their law firms, their practice, and their lawyers' experience is available at www.aegislawfirm.com; www.castleemploymentlaw.com/.

14. How will the lawyers be paid?

As part of the Settlement, Class Counsel has requested one-third of the Gross Settlement Amount (currently equal to \$1,500,000.00) in attorneys' fees, plus costs not to exceed \$30,000, to be paid from the Gross Settlement Amount to compensate Class Counsel for their work on this matter. You will not have to pay Class Counsel's fees and costs from your Individual Settlement Payment.

15. How will Plaintiffs be paid?

As part of the Settlement with Defendants, Class Counsel has requested an enhancement payment of up to \$10,000.00 each (\$30,000 total for Named Plaintiffs) to be paid to Plaintiffs for their efforts in this matter during initial investigation, discovery, mediation and the like, while serving as Class Representatives and taking on the burden and risks of litigation.

THE SETTLEMENT, APPROVAL, AND PAYMENT PROCESS

16. Who is handling the Settlement Administration process?

[ADMIN NAME]
[STREET ADDRESS]
[CITY, ZIP]
[PHONE NUMBER]

17. When is the Final Fairness and Approval Hearing and do I have to attend?

The Final Fairness and Approval Hearing has been set for [DATE], at [TIME] in Department [INSERT] of the Sacramento Superior Court for the State of California, located at [ADDRESS]. You do not need to attend the hearing to be a part of the Settlement. However, if you wish to object to the Settlement, you may appear at the hearing. Please note that the hearing may be continued without further notice to the Class. Make sure you check the Court's website before attempting to come to Court in person. You may be required to appear only by phone or video, depending on the current safety requirements due to the pandemic.

18. When will I get money after the hearing?

The Court will hold a hearing on [DATE], to decide whether to approve the settlement. If the Court approves the settlement, then there may be appeals if anyone objects. It is always uncertain when these objections and appeals can be resolved, and resolving them can take time. If the Court approves the settlement and if you do not opt out, your individual payment set forth in Section 8 above is expected to be distributed after Defendants make payment to the Settlement Administrator. If there are no objections or appeals, Defendants will transfer the settlement funds within ten (10) business days of the Settlement becoming final, and the Administrator will then distribute the funds. If there are objections or appeals, the payment can be delayed by at least 60 days, or even over a year. To check on the progress of the settlement, contact the Settlement Administrator at the phone number or address listed in Section 19 or contact Class Counsel at the phone number or address listed in Section 13.

GETTING MORE INFORMATION

19. Are more details available?

For more information, the pleadings and other records in this litigation, including copies of the Settlement Agreement, may be examined at any time during regular business hours at the office of the Clerk of the Superior Court of the State of California for Sacramento County, at the Sacramento Superior Court, located at [ADDRESS]. You can also view the case records online at the court's website: [WEBSITE].

Any questions regarding this Class Notice or the Lawsuit may be directed to the Settlement Administrator at the below address and telephone number. Alternatively, you may contact your own attorney, at your own expense, to advise you, or you may contact the Lawyers for the Class at the address, telephone number or email address set forth above. If your address changes, or is different from the address on the envelope enclosing this Notice, please promptly notify the Settlement Administrator.

Settlement Administrator:

[ADMIN NAME]
[STREET ADDRESS]
[CITY, ZIP]
[PHONE NUMBER]

PLEASE DO NOT CALL OR WRITE TO THE COURT, OR TO ANY OF DEFENDANTS' MANAGERS, SUPERVISORS, OR DEFENDANTS' ATTORNEYS WITH QUESTIONS. ABOUT THIS NOTICE