

Arby Aiwarzian (SBN 269827)
Joanna Ghosh (SBN 272479)
Vartan Madoyan (SBN 279015)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff Erickson Martinez

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO**

COORDINATION PROCEEDING
SPECIAL TITLE [RULE 3.550]

Judicial Council Coordination Proceeding No.:
CJC-22-005249

SUPER DUPER BURGERS WAGE AND
HOUR CASES

Honorable Ethan P. Schulman
Department 304

CLASS ACTION

Included actions:

Martinez v. Back of the House, Inc., et al.,
No. RG21113642 (Alameda County Super.
Ct.)

**DECLARATION OF VARTAN
MADOYAN IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Martinez v. Back of the House, Inc., et al.,
No. CGC-21-594380 (San Francisco County
Super. Ct.)

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

Lopez v. Back of the House, Inc., et al.,
No. CGC-19-579624 (San Francisco County
Super. Ct.)

Date: July 1, 2024
Time: 9:00 a.m.
Department: 304

DECLARATION OF VARTAN MADOYAN

I, Vartan Madoyan, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiff Erickson Martinez (“Plaintiff” or “Class Representative”) in the cases entitled *Erickson Martinez v. Back of the House, Inc., et al.*, San Francisco County Superior Court, Case No. CGC-21-594380, and *Erickson Martinez v. Back of the House, Inc., et al.*, Alameda County Superior Court, Case No. RG21113642, which were coordinated into the *Super Duper Burger Wage and Hour Cases*, San Francisco County Superior Court, Case No. CJC-22-005249. The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

EXPERIENCE AND ADEQUACY OF LAWYERS *for* JUSTICE, PC

2. Since October 2008, Lawyers *for* Justice, PC has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. Currently, the firm is attorney of record in over a dozen employment-related putative class actions in both state and federal courts in the State of California. Lawyers *for* Justice, PC is comprised of attorneys who focus on litigating complex wage-and-hour class and Private Attorneys General Act (“PAGA”) representative actions. The firm has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. During a relatively short time, in association with other law firms, Lawyers *for* Justice, PC has recovered millions of dollars on behalf of thousands of individuals in California. Below is a summary of the experience and qualifications of the attorneys at Lawyers *for* Justice, PC who most recently and primarily have been responsible for the representation of Plaintiff in connection with the resolution of above-captioned matter. Additional attorney and non-attorney staff have also worked on the above-captioned matter.

3. Edwin Aiwazian is the Managing Member and Shareholder of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from Pepperdine University in April of

1 1999 and earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004.
2 He has extensive formal training in dispute resolution and negotiation from the Straus Institute for
3 Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, he
4 has previously served as a pro bono mediator for the Los Angeles County Superior Court. In
5 October of 2000, he obtained a Litigation Paralegal Certificate from the UCLA Extension
6 Program. During the summer of 2000, he studied Legal Writing at Harvard University. From
7 approximately September 2002 to approximately December 2002, he served as a Judicial Extern
8 to the Honorable Kim McLane Wardlaw of the United States Court of Appeals for the Ninth
9 Circuit. From approximately June 2002 to approximately August 2002, he served as a Judicial
10 Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second
11 Appellate District. In December of 2004, he obtained a license to practice law from the California
12 State Bar. Since in or around October of 2008, through his work at Lawyers *for* Justice, PC, he
13 has almost exclusively focused on the prosecution of consumer and employment class actions,
14 involving wage-and-hour claims, race discrimination, unfair business practices, or consumer
15 fraud. While employed by Lawyers *for* Justice PC, he has argued over one hundred (100) motions,
16 taken or defended over one hundred fifty (150) depositions, prepared dozens of expert witnesses
17 for deposition or trial, and attended over one hundred seventy-five (175) mediations. Together
18 with other attorneys at the firm, and in many cases in conjunction with co-counsel, he has
19 successfully litigated cases involving the executive, administrative, and other overtime exemptions
20 to the State of California and federal overtime compensation requirements. Under his supervision,
21 Lawyers *for* Justice, PC has successfully obtained class certification by contested motion practice
22 in approximately fifteen (15) cases in the last decade, and litigated over 1,000 class action or
23 representative action cases.

24 4. Arby Aiwarzian is a Member and Shareholder of Lawyers *for* Justice, PC. He
25 received his Bachelor of Arts degree from University of California, Los Angeles and graduated
26 magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School.
27 From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the
28 Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District.

1 From approximately August 2008 to approximately December 2008, he served as a Judicial Extern
2 to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit.
3 He was admitted to practice law in California in 2010. He is admitted to practice before all courts
4 of the State of California and all United States District Courts in the State of California. He has
5 worked on many wage-and-hour class action and representative action cases, taking the lead in
6 taking and defending depositions, arguing motions, and attending mediations. He has played an
7 integral role in preparing matters for class certification, including and not limited to, successful
8 certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court Case No.
9 BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court Case No.
10 BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case No.
11 RG13680477). Under his and Edwin Aiwazian's supervision, dozens of class action or
12 representative cases have resulted in settlements that have been granted court approval, including
13 and not limited to, those listed in paragraph 7 herein. He has worked on over one hundred (100)
14 class action or representative action cases which have resulted in settlement.

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

1 Court, 8 Cal.5th175 (2019). She also has extensive experience with class action and/or
2 representative action settlements. Under her, Edwin Aiwazian, and Arby Aiwazian's supervision,
3 the firm has handled the class certification and court approval process for hundreds of class action
4 and/or representative action matters that have successfully resolved. She is a member of the
5 California Employment Lawyers Association.

6 6. I, Vartan Madoyan, am a Member of Lawyers for Justice, PC. I received my
7 Bachelor of Arts degree in Economics from the University of California, San Diego in 2007, and
8 a Juris Doctor degree from Loyola Law School in 2011, graduating with Cum Laude and Order of
9 the Coif honors. I am admitted to practice before all courts in the State of California and all U.S.
10 District Courts in California. I externed for the Honorable Victoria S. Kaufman of the United
11 States Bankruptcy Court, Central District of California, from June 2009 to August 2009. I
12 externed for the Honorable Gary A. Feess of the United States District Court, Central District of
13 California, from January 2010 to May 2010. From 2011 through and including the present, I have
14 practiced almost exclusively on complex wage and hour class action and PAGA action matters in
15 California. From October 2011 to June 2013, I was an Associate at Littler Mendelson's Century
16 City, California office, working for one of the largest employer-side labor and employment law
17 firms in the United States. From July 2013 to March 2014, I was an Associate at Sheppard, Mullin,
18 Richter & Hampton's Century City, California office. From March 2014 to July 2023, I worked
19 as an Associate and then as Counsel at Baker Hostetler LLP's Los Angeles office. From August
20 2023 to the present, I have been a Member of Lawyers for Justice, PC. I have taken and defended
21 dozens of depositions and successfully handled motion practice in class action and PAGA cases
22 regarding discovery (including and not limited to motions regarding class contact information),
23 class certification (both contested class certification and stipulated class certification), dispositive
24 motions, arbitration agreements, coordination, and intervention. I have successfully handled a
25 complex wage and hour class action and PAGA through a trial verdict in the matter of *Estrada v.*
26 *Royalty Carpet Mills*, Orange County Superior Court, Case No. 30-2013-00692890. I have also
27 successfully handled briefing on appeal regarding employer efforts to compel arbitration.
28 *TitleMax of Cal. v. Pena*, California Court of Appeals for the Fifth District, Case No. F084706

(Cal. Ct. App. March 28, 2023) (unpublished decision). Further, I have extensive experience with settlements of class actions and PAGA actions and have handled and supervised this process in over seventy-five (75) cases.

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

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

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

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

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

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

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

6 f) LFJ, in association with co-counsel therein, represented the plaintiff in a
7 wage-and-hour class and PAGA representative action against a national wholesale distributor of
8 plumbing and builder supplies, involving allegations of misclassification of multiple salaried
9 “manager” positions. On May 22, 2014, the court granted final approval of the class and PAGA
10 representative action settlement. The Sacramento County Superior Court Case Number is 34-
11 2012-00136285.

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

17 h) LFJ, in association with co-counsel therein, represented the plaintiff in a
18 wage-and-hour class and PAGA representative action against a national retailer of household
19 items, on behalf of hourly-paid or non-exempt employees. On May 27, 2015, the court granted
20 final approval of the class and PAGA representative action settlement. The San Francisco County
21 Superior Court Case Number is CGC-13-532344.

22 i) LFJ, in association with co-counsel therein, represented the plaintiff in a
23 wage-and-hour class and PAGA representative action involving allegations of misclassification of
24 the salaried residential “Property Manager” position. On September 17, 2015, the court granted
25 plaintiff’s motion for class certification. On October 20, 2017, the court granted final approval of
26 the class and PAGA representative action settlement. The Los Angeles County Superior Court
27 Case Number is BC474784.
28

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

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

11 l) LFJ, in association with co-counsel therein, represented the plaintiffs in a
12 wage-and-hour class action against a national retailer of apparel, accessories, and home products,
13 involving allegations of misclassification of the “Department Manager” position. On August 12,
14 2016, the court granted the plaintiffs’ motion for class certification in part and certified a class. On
15 August 6, 2019, the court granted final approval of the class action settlement. The Alameda
16 County Superior Court Case Number is RG13680477.

17 m) LFJ represented the plaintiff in a PAGA representative action against a real
18 estate and property management company, on behalf of non-exempt employees. On November 4,
19 2016, the court granted approval of the PAGA representative action settlement. The Orange
20 County Superior Court Case Number is 30-2015-00775439-CU-OE-CXC.

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

26 o) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
27 representative action against a foodservice distributor, on behalf of non-exempt employees. On
28

1 January 26, 2017, the court granted final approval of the class and PAGA representative action
2 settlement. The San Bernardino County Superior Court Case Number is CIVDS1507260.

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

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

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

20 s) LFJ in association with co-counsel therein, represented the plaintiffs in a
21 wage-and-hour class and PAGA representative action against a lumber and hardware company on
22 behalf of non-exempt employees. On April 26, 2017, the court granted final approval of the class
23 and PAGA representative action settlement. The Orange County Superior Court Case Number is
24 30-2014-00747750-CU-OE-CXC.

25 t) LFJ represented the plaintiff in a wage-and-hour class and PAGA
26 representative action against a property management company, on behalf of non-exempt
27 employees. On June 14, 2017, the court granted final approval of the class and PAGA
28

1 representative action settlement. The Los Angeles County Superior Court Case Number is
2 BC586234.

3 u) LFJ represented the plaintiff in a wage-and-hour class and PAGA
4 representative action against a food company on behalf of non-exempt employees. On June 30,
5 2017, the court granted final approval of the class and PAGA representative action settlement. The
6 Sacramento County Superior Court Case Number is 34-2015-00175871.

7 v) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
8 representative action against a chocolate company on behalf of non-exempt employees. On July
9 19, 2017, the court granted final approval of the class and PAGA representative action settlement.
10 The Alameda County Superior Court Case Number is RG15764300.

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

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

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

25 z) LFJ, in association with co-counsel therein, represented the plaintiffs in a
26 wage-and-hour class and PAGA representative action against a property management company
27 on behalf of hourly-paid and non-exempt employees. On January 4, 2018, the court granted final
28 approval of the class and PAGA representative action settlement. The Los Angeles County

1 Superior Court Case Number is JCCP4819 and the Judicial Council Coordination Proceeding
2 Number is 4819.

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

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

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

17 dd) LFJ, in association with co-counsel therein, represented the plaintiff in a
18 PAGA representative action against a global provider of products and services to the energy
19 industry, on behalf of hourly-paid and non-exempt employees. On November 19, 2018, the court
20 granted approval of the PAGA representative action settlement. The Kern County Superior Court
21 Case Number is S-1500-CV-280215-SDC.

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

27 ff) LFJ, in association with co-counsel therein, represents the plaintiffs in a
28 wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt

employees. On September 27, 2019, the court granted the plaintiffs' motion for class certification in part and certified a class. The Alameda County Superior Court Case Number is RG15757606 and the Judicial Council Coordination Proceeding Number is 4921.

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

hh) LFJ, in association with co-counsel therein, represents the plaintiff in a wage-and-hour class and PAGA representative action against a medical equipment supplier on behalf of non-exempt employees. On February 13, 2020, the court granted the plaintiff's motion for class certification and certified a class. The San Bernardino County Superior Court Case Number is CIVDS1505744.

ii) LFJ, in association with co-counsel therein, represents the plaintiff in a wage-and-hour class and PAGA representative action against a medical equipment supplier on behalf of non-exempt employees. On February 13, 2020, the court granted the plaintiff's motion for class certification and certified a class. The San Bernardino County Superior Court Case Number is CIVDS1505744.

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

kk) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class and PAGA representative action against a large national drug testing

laboratory on behalf of non-exempt employees. On February 21, 2020, the court granted the plaintiff's motion for class certification and certified a class. On October 28, 2022, the court granted final approval of the class and PAGA representative action settlement. The San Diego County Superior Court Case Number is 37-2018-00019611-CU-OE-CTL.

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

mm) LFJ, in association with co-counsel therein, represents the plaintiffs in a wage-and-hour class and PAGA representative action against a plastic packaging company on behalf of non-exempt employees. On June 8, 2020, the court granted in part the plaintiffs' motion for class certification and certified a class. On November 8, 2021, the court granted approval of the partial settlement of the action. The San Bernardino County Superior Court Case Number is CIVDS1507361.

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

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

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INFORMATION ABOUT THE CASE AND REACHING THE SETTLEMENT

8. Marked and attached hereto as “**EXHIBIT 1**” is the Joint Stipulation of Class Action and PAGA Settlement Agreement and Release (“Settlement,” “Agreement,” or “Settlement Agreement”) entered into by and between Plaintiff, on the one hand, and Defendants Back of the House, Inc.; EBurger, LLC; JBurger, LLC; Mission 98 Super, LLC; MBurger, LLC; 2355 Telegraph Ave, LLC; The Veranda Super, LLC; 5399 Prospect Road, LLC; Super Emeryville, LLC; DBurger, LLC; MetBurger, LLC; Super Novato, LLC; Super Los Gatos, LLC; KBurger, LLC; Adriano Paganini; and Edmondo Sarti (collectively, “Defendants”), on the other hand (collectively, the “Parties”). The Parties and their counsel have approved the proposed Notice of Class Action Settlement (“Class Notice”), which is attached to the Settlement Agreement as “Exhibit A” and respectfully request that the Court approve it as well.

9. Based on information provided by Defendants, as of approximately March 21, 2024, the Class is estimated to consist of approximately 1,314 current and former employees who worked a total of 93,686 Workweeks during the Class Period, and the PAGA Group Members is estimated to consist of approximately 1,257 current and former employees who worked a total of 82,524 Workweeks during the PAGA Period.

10. The effectiveness of Lawyers *for* Justice, PC (“Class Counsel”) in prosecuting this matter has translated into tangible monetary benefits in the following respects: (1) Class Members recover over a reasonably short period of time as opposed to waiting additional years for the same, or possibly worse, result or possibly no recovery; (2) a guaranteed result that compares favorably with other complex wage and hour class and/or representative action settlements of similar type given the strengths and weaknesses of the cases; and (3) significant savings in attorneys’ fees and/or costs that would have only increased significantly had the case progressed through certification, trial, and/or appeals.

11. Class Counsel has litigated the case for over two (2) years and was actively preparing the matter for class certification and trial. The Parties have engaged in extensive settlement negotiations and participated in a Mandatory Settlement Conference (which Magaly Olayo Lopez also participated in) before settlement officer Pang Ly. In the course of litigation and in connection

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

18 12. Prior to reaching the Settlement, Class Counsel investigated the veracity, strength,
19 and scope of the claims, and was preparing the action for class certification and trial. Class
20 Counsel conducted significant investigation and formal and informal discovery regarding the facts
21 of the case, including and not limited to, the exchange, review, and analysis of a large volume of
22 documents and data obtained from Defendants, Plaintiffs, and other sources. Class Counsel served
23 multiple sets of formal written discovery requests onto Defendants (specifically, Requests for
24 Production of Documents, Form Interrogatories-General, and multiple sets of Special
25 Interrogatories). Class Counsel also noticed and took the depositions of Defendants' two Person
26 Most Knowledgeable designees. Further, Class Counsel defended the deposition of Plaintiff. The
27 volume of data and documents that Class Counsel reviewed and analyzed included and was not
28 limited to: Plaintiffs' employment records, putative class members' payroll and timekeeping

1 records, Defendants' Employee Handbooks and relevant policies and procedures, Training
2 Checklist, employee orientation materials, Meal Period Policy (including Meal Period Waivers),
3 Meal and Rest Break Acknowledgment, Pandemic Prevention Plan, Job Descriptions, and Wage
4 Statements, among other information and documents. Class Counsel interviewed Plaintiff to
5 gather facts and circumstances surrounding Plaintiff's and putative class members' employment
6 and to identify potential witnesses. Counsel for the Parties also met and conferred on numerous
7 occasions, e.g., to discuss issues relating to the pleadings, discovery, and the production of
8 documents and data prior to the mandatory settlement conference. Class Counsel also drafted
9 pleadings and prepared for and attended court proceedings and settlement negotiations, among
10 other tasks.

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

17 14. The Settlement provides for a Gross Settlement Amount of Eight Hundred Thousand
18 Dollars and Zero Cents (\$800,000.00). The Net Settlement Amount is the Gross Settlement
19 Amount less the following amounts subject to approval by the Court: Class Counsel Fees Payment
20 and Litigation Expenses Payment, Class Representative Service Payment, Settlement
21 Administration Expenses, and the PAGA Payment. Assuming that the amounts allocated under
22 the Settlement toward these payments are awarded by the Court, the Net Settlement Amount that
23 will be available for distribution to Participating Class Members is currently estimated to be Four
24 Hundred Twenty Eight Thousand Three Hundred Thirty Three Dollars and Thirty Three Cents
25 Dollars (\$428,333.33). The Net Settlement Amount will be fully distributed in accordance with
26 the terms of the Settlement and there is no reversion to Defendants.

27 15. The Parties have agreed to retain CPT Group, Inc. ("Settlement Administrator") to
28 handle the notice and settlement administration process. The Parties respectfully request that the

1 Court appoint CPT Group, Inc. to handle these procedures and serve as the Settlement
2 Administrator. Defendants will provide the Settlement Administrator with a list of Class Members
3 that Defendants will diligently and in good faith compile from its records, which will include the
4 following most up-to-date information about each Class Member in an electronic format: (a) full
5 name; (b) last-known mailing address; (c) Social Security number; (d) total number of Workweeks
6 during the Class Period, (e) total number of Workweeks during the PAGA Period; (g) such other
7 information required by the Settlement Administrator in order to effectuate the terms of the
8 Settlement (collectively, "Class Data"), and the Settlement Administrator will calculate each Class
9 Member's estimated share of the Net Settlement Amount ("Individual Settlement Share") and the
10 amount of each PAGA Group Member's Individual PAGA Payment based on his or her
11 Workweeks during the PAGA Period ("Individual PAGA Payment"). The Settlement
12 Administrator will also be receiving opt-outs, objections, and disputes regarding Workweeks (if
13 any); translating, printing, mailing, and tracking the Court-approved Settlement Class Notice in
14 English and Spanish after having updated the addresses in the Class List via the National Change
15 of Address Database maintained by the United States Postal Service, performing customary and
16 usual skip-traces on Class Notices returned as undeliverable, calculating Individual Settlement
17 Shares and Individual PAGA Payments, preparing and mailing settlement checks, preparing any
18 appropriate tax forms in connection with the settlement payments and remitting those forms to the
19 appropriate governmental agencies, and other duties and responsibilities set forth to process the
20 Settlement, and as requested by the Parties. According to the Settlement Administrator, the
21 Settlement Administration Costs are currently estimated to be \$28,000.00, and out of an abundance
22 of caution the Settlement Agreement provides for Settlement Administration Expenses up to
23 \$30,000.00 in case of additional unforeseen expenses. The Settlement Administration Costs will
24 be paid out of the Gross Settlement Amount, subject to approval of the Court.

25 16. Based on investigation and information discovered, Class Counsel believes that
26 there is sufficient evidence to support the allegations made in the lawsuit, including the allegations
27 that Defendants, with respect to Plaintiffs and the Class Members, *inter alia*, failed to properly
28 pay overtime and minimum wages, failed to provide compliant meal and rest periods and to pay

1 associated premium pay, failed to timely pay wages during employment and upon termination of
2 employment, failed to provide compliant wage statements, failed to maintain requisite payroll
3 records, and failed to reimburse necessary business expenses, and thereby engaged in unfair
4 business practices and conduct giving rise to civil penalties recoverable under the Private
5 Attorneys General Act of 2004 (California Labor Code sections 2698, *et seq.*). Plaintiff also
6 asserted that Class Members were expected to perform similar job duties and were subject to the
7 same or similar operations and employment policies, practices, and procedures. Additionally,
8 Plaintiff asserted that Defendants' recordkeeping practices with respect to Plaintiff, Class
9 Members, and PAGA Group Members, were substantially the same during the time period at issue.
10 As a result of said alleged uniform practices, Plaintiff claims that Class Members and PAGA
11 Group Members were uniformly not paid all of the compensation that was owed to them by
12 Defendants. Thus, in Class Counsel's view, it is clear that the outcome of this litigation would be
13 determined by Defendants' uniform operations and employment practices, policies, and
14 procedures that Plaintiff alleges applied across Defendants' hourly-paid or non-exempt employees
15 in California during the relevant time period.

16 17. Class Counsel is aware of the defenses and position of Defendants but believes that
17 Plaintiff could potentially obtain class certification despite many obstacles. Plaintiff and Class
18 Counsel have also taken into account the uncertainty and risk of the outcome of further litigation,
19 and the difficulties and delays inherent in such litigation, including those involved in class
20 certification and/or representative adjudication. Plaintiff and Class Counsel further recognize the
21 burdens of proof necessary to establish liability for the claims asserted in the lawsuit, Defendants'
22 defenses, and the difficulties in establishing entitlement to monetary recovery. Plaintiff and Class
23 Counsel have also considered the Parties' settlement discussions, as well as the evaluations of the
24 settlement officer, who is experienced and well-regarded in complex labor and employment
25 matters.

26 18. Defendants, on the other hand, denied and continue to deny any liability and
27 wrongdoing of any kind associated with the allegations in the lawsuit, and further deny that the
28 lawsuit is appropriate for class treatment or representative adjudication for any purpose other than

1 the Settlement. Defendants believe that they would ultimately succeed in the matter. Both sides
2 have also had the opportunity to conduct investigations and gather documents and information
3 relating to Plaintiff, Class Members', and PAGA Group Members' employment with Defendants,
4 and Defendants' operations and employment policies, practices, and procedures. The Parties also
5 reviewed and analyzed a volume of documents and data as detailed above. The available
6 information enabled Class Counsel to assess and evaluate the potential value and merit of the
7 claims and Defendants' defenses thereto. Accordingly, the Parties have conducted adequate
8 investigation and discovery to be sufficiently informed of the nature and extent of the Class
9 Members' claims, and to enable both sides to evaluate the Settlement for its fairness, adequacy,
10 and reasonableness. The Settlement takes into account the strengths and weaknesses of each side's
11 position and the uncertainty of how the case might have concluded at certification, trial, and/or
12 appeals.

13 19. The Settlement Agreement provides for Class Counsel to apply for attorneys' fees
14 in an amount not to exceed one-third (1/3) of the Gross Settlement Amount (currently estimated
15 to be \$266,666.67), which will be paid out of the Gross Settlement Amount, subject to approval
16 by the Court. It should be noted that Class Counsel has borne all of the risks and costs of litigation
17 and will not receive any compensation until recovery is obtained.

18 20. The Settlement Agreement provides for payment of up to Ten Thousand Dollars
19 (\$10,000.00) to Plaintiff as Class Representative Service Payment, to be paid out of the Gross
20 Settlement Amount subject to approval by the Court. Plaintiff spent considerable time and effort
21 to produce relevant documents and past employment records and to provide the facts and evidence
22 necessary to attempt to prove the allegations. Plaintiff was available whenever Class Counsel
23 needed him, actively tried to obtain information that would benefit the Class, and appeared for his
24 deposition. Accordingly, it is appropriate and just for Plaintiff to receive the Class Representative
25 Service Payment, in addition to his individual settlement payment, for his services on behalf of
26 the Class, PAGA Group Members, and the State of California.

27 21. Class Counsel submits that the Settlement is fair, reasonable, and adequate, and is
28 in the best interests of Plaintiffs, the Class, and the State of California. Class Counsel further

1 submits that the Settlement is within an acceptable range of recovery for this type of litigation
2 given the strengths and weaknesses of the case, the inherent costs and risks of further litigation,
3 and the costs and risks associated with class certification, representative adjudication, trial, and/or
4 appeals.

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

7 Executed on this 5th day of April 2024, at Glendale, California.

8 

9 _____
Vartan Madoyan

EXHIBIT 1

1 **JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND**
2 **RELEASE**

3 This Joint Stipulation of Class Action and PAGA Settlement Agreement and Release
4 (“Settlement,” “Agreement,” or “Settlement Agreement”) is made by and between Plaintiff Erickson
5 Martinez (“Plaintiff”) and Defendants Back of the House, Inc.; EBurger, LLC; JBurger, LLC; Mission 98
6 Super, LLC; MBurger, LLC; 2355 Telegraph Ave, LLC; The Veranda Super, LLC; 5399 Prospect Road,
7 LLC; Super Emeryville, LLC; DBurger, LLC; MetBurger, LLC; Super Novato, LLC; Super Los Gatos,
8 LLC; KBurger, LLC; Adriano Paganini; and Edmondo Sarti (collectively, “Defendants”) (together, with
9 Plaintiff, the “Parties” or individually referred to as “Party”).

10 This Settlement Agreement shall be binding on Plaintiff, Participating Class Members (as defined
11 below), PAGA Group Members (as defined below), the State of California (as set forth herein), and on
12 Defendants and Employers (as defined below), subject to the terms and conditions hereof and approval of
13 the Court.

14 **I. DEFINITIONS**

15 In addition to other terms defined in this Agreement, the terms below have the following meaning
16 in this Agreement:

17 A. “Action” means the coordinated action entitled *Super Duper Burgers Wage and Hour*
18 *Cases* in the Superior Court of the State of California for the County of San Francisco, Case No. CJC-22-
19 005249 and Judicial Council Coordination Proceeding No. 5249, which expressly includes the following
20 actions: (1) *Erickson Martinez v. Back of the House, Inc., et al.*, Case No. CGC-21-594380 pending in the
21 Superior Court of the State of California, County of San Francisco; (2) *Erickson Martinez v. Back of the*
22 *House, Inc., et al.*, Case No. RG21113642 pending in the Superior Court of the State of California, County
23 of Alameda; and (3) *Magaly Olayo Lopez v. Back of the House, Inc., et al.*, Case No. CGC-19-579264
24 pending in the Superior Court of the State of California, County of San Francisco.

25 B. “Class” means all current and former hourly-paid or non-exempt employees who worked
26 for any of the Defendants or Employers at a Super Duper Burgers restaurant within the State of California
27 at any time during the Class Period, except for those employees who entered into releases of the claims
28 asserted in the Action prior to full execution of the Parties’ Memorandum of Understanding.

1 C. "Class Member" means a member of the Class.

2 D. "Class Counsel" means Edwin Aiwazian, Arby Aiwazian, Joanna Ghosh, and Vartan
3 Madoyan of Lawyers *for* Justice, PC.

4 E. "Class Counsel Fees Payment" and "Litigation Expenses Payment" mean the amounts to
5 be paid to Class Counsel for attorneys' fees and reimbursement of litigation expenses, respectively, as
6 approved by the Court, to compensate them for their legal work in connection with the Action, including
7 their pre-filing investigation, filing of the Action, all related litigation activities, all Settlement work, all
8 post-Settlement compliance procedures, and related litigation expenses incurred in connection with the
9 Action.

10 F. "Class Data" means a complete list of all Class Members that Defendants will diligently
11 and in good faith compile from their records and provide to the Settlement Administrator. The Class
12 Data will be formatted in a readable Microsoft Office Excel spreadsheet and will include each Class
13 Member's full name, last known mailing address, Social Security Number, total number of Workweeks
14 during the Class Period, total number of Workweeks during the PAGA Period, and any other information
15 required by the Settlement Administrator in order to effectuate the terms of the Settlement.

16 G. "Class Notice" means the Notice of Class Action Settlement, substantively in the form
17 attached hereto as **Exhibit A** to this Agreement and incorporated by reference into this Agreement.

18 H. "Class Period" means the period from September 16, 2015 through the date the Court
19 grants Preliminary Approval of the Settlement.

20 I. "Class Settlement" means the settlement and release of all Released Class Claims.

21 J. "Court" means the Superior Court of the State of California for the County of San
22 Francisco.

23 K. "Defendants' Counsel" means Marie Trimble Holvick and Matthew Wayne of Gordon
24 Rees Scully Mansukhani, LLP.

25 L. "Effective Date" means the date when all of the following events have occurred: (1) the
26 Settlement Agreement has been executed by all Parties, Class Counsel, and Defendants' Counsel; (2)
27 the Court has given and entered Preliminary Approval to the Settlement; (3) the Class Notice has been
28 mailed to the Class Members, providing them with an opportunity to object to the terms of the Class

1 Settlement or opt out of the Class Settlement; (4) the Court has held a Final Approval Hearing and
2 entered Final Approval Order and Judgment; and (5) the later of the following events: five (5) business
3 days after the period for filing any appeal, writ, or other appellate proceeding opposing the Court's Final
4 Approval Order and Judgment has elapsed without any appeal, writ, or other appellate proceeding having
5 been filed; or, if any appeal, writ, or other appellate proceeding opposing the Court's Final Approval
6 Order and Judgment has been filed, five (5) business days after any appeal, writ, or other appellate
7 proceedings opposing the Settlement has been finally and conclusively dismissed with no right to pursue
8 further remedies or relief.

9 M. "Employers" means Back of the House, Inc., EBurger, LLC, JBurger, LLC, Mission 98
10 Super, LLC, MBurger, LLC, 2355 Telegraph Ave, LLC, The Veranda Super, LLC, 5399 Prospect Road,
11 LLC, Super Emeryville, LLC, DBurger, LLC, MetBurger, LLC, Super Novato, LLC, Super Los Gatos,
12 LLC, KBurger, LLC, 117 New Montgomery, LLC, 3401 California Street, LLC, Super Napa, LLC, Super
13 Serramonte, LLC, and Geary Mas, LLC.

14 N. "Final Approval" means the determination by the Court that the Settlement is fair,
15 reasonable, and adequate, and entry of judgment based thereon.

16 O. "Final Approval Hearing" means the hearing to be conducted by the Court to determine
17 whether to approve finally and implement the terms of this Agreement and enter the Final Approval Order
18 and Judgment.

19 P. "Gross Settlement Amount" means Eight Hundred Thousand Dollars and Zero Cents
20 (\$800,000.00) to be paid by Defendants and subject to Section IV.C.5, in full resolution of all Released
21 Class Claims, Released PAGA Claims, and the Action. This amount is an all-in amount without any
22 reversion to Defendants and will be inclusive of all payments of the Individual Settlement Shares to the
23 Participating Class Members, Individual PAGA Payments to PAGA Group Members, Settlement
24 Administration Expenses to the Settlement Administrator, Class Counsel Fees Payment to Class Counsel,
25 Litigation Expenses Payment to Class Counsel, Service Payment to Plaintiff, and LWDA Payment to the
26 LWDA, as set forth in this Agreement. The employer's share of payroll taxes on the Wage Portion of the
27 Individual Settlement Shares ("Employer Taxes") will be paid by Defendants separately and in addition
28 to the Gross Settlement Amount.

1 Q. "Individual PAGA Payment" means a PAGA Group Member's *pro rata* share of the PAGA
2 Group Member Amount that a PAGA Group Member is eligible to receive under the PAGA Settlement,
3 to be calculated in accordance with Section IV.B.3.a below.

4 R. "Individual Settlement Payment" means the net payment of each Participating Class
5 Member's Individual Settlement Share, after reduction for the employee's share of taxes and withholdings
6 with respect to the Wage Portion of the Individual Settlement Share.

7 S. "Individual Settlement Share" means the *pro rata* share of the Net Settlement Amount that
8 a Class Member may be eligible to receive under the Settlement Agreement, to be calculated in accordance
9 with Section IV.C.2 below.

10 T. "LWDA" means the California Labor and Workforce Development Agency.

11 U. "LWDA Payment" means the amount that the Parties have agreed to pay the LWDA for
12 its seventy-five percent (75%) share of the PAGA Payment, as set forth in Section IV.B.3 below.

13 V. "Net Settlement Amount" means the portion of the Gross Settlement Amount that is
14 available for distribution to Participating Class Members for the Class Settlement, which is the Gross
15 Settlement Amount less the Court-approved amounts for the Service Payment, Class Counsel Fees
16 Payment, Litigation Expenses Payment, PAGA Payment, and Settlement Administration Expenses.

17 W. "Non-Participating Class Member" means a Class Member who submits a valid and timely
18 Request for Exclusion from the Class Settlement.

19 X. "PAGA Group" or "PAGA Group Member(s)" means all current and former hourly-paid
20 or non-exempt employees who worked for any of the Defendants or Employers at a Super Duper Burgers
21 restaurant within the State of California at any time during the PAGA Period, except for those employees
22 who entered into releases of the claims asserted in the Action prior to full execution of the Parties'
23 Memorandum of Understanding.

24 Y. "PAGA Payment" means Fifty Thousand Dollars and Zero Cents (\$50,000.00) of the Gross
25 Settlement Amount allocated as civil penalties under the Private Attorneys General Act, California Labor
26 Code § 2698, *et seq.* ("PAGA"). Seventy-five percent (75%) of the PAGA Payment, or Thirty-Seven
27 Thousand Five Hundred Dollars and Zero Cents (\$37,500.00), will be payable to the LWDA ("LWDA
28 Payment"), and the remaining twenty-five percent (25%), or Twelve Thousand Five Hundred Dollars and

Zero Cents (\$12,500.00), will be distributed on a *pro rata* basis to PAGA Group Members based on their Workweeks during the PAGA Period (“PAGA Group Member Amount”).

Z. “PAGA Period” means the period from May 17, 2018 through the date the Court grants Preliminary Approval of the Settlement.

AA. “PAGA Settlement” means the settlement and release of Released PAGA Claims.

BB. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Class Settlement.

CC. “Preliminary Approval” means entry of the Court order granting preliminary approval of the Settlement Agreement.

DD. “Released Class Claims” means any and all claims, rights, demands, liabilities, and causes of action of any nature or description, under state, federal, or local law, that were alleged in the Operative Complaint, or reasonably could have been alleged based on the factual allegations contained in the Operative Complaint, arising during the Class Period, including claims for failure to pay all wages due (including minimum, regular, and overtime wages), failure to provide proper meal periods and to properly provide associated premium pay, failure to provide proper rest periods and associated premium pay, failure to pay all wages timely at the time of termination, failure to pay all wages timely during employment, failure to provide compliant wage statements, failure to keep requisite payroll records, and failure to indemnify necessary business expenses, in violation of California Labor Code §§ 201, 202, 203, 204, 218.5, 218.6, 226, 226.7, 510, 512, 1174, 1194, 1197, 1197.1, 1198, 2800 and 2802 and Industrial Welfare Commission Wage Orders Nos. 4-2001, 5-2001, and 7-2001, unfair business practices in violation of California Business & Professions Code § 17200 *et seq.* based on the aforementioned, and all damages, penalties, interest, and other amounts recoverable under the aforementioned claims, causes of action, or legal theories of relief. Plaintiff and Participating Class Members will release Defendants and the Released Parties from all remedies that could be claimed in connection with the Released Class Claims including but not limited to, statutory, constitutional, contractual damages, unpaid costs, penalties, punitive damages, interest, attorneys’ fees, litigation costs, restitution, and equitable relief.

EE. “Released PAGA Claims” means any and all causes of action that were alleged in the Operative Complaint and *Martinez* and *Lopez* LWDA Letters, or reasonably could have been alleged

based on the factual allegations contained in the Operative Complaint and *Martinez and Lopez* LWDA Letters, arising during the PAGA Period, for civil penalties pursuant to the Private Attorneys General Act, California Labor Code § 2698, *et seq.*, for Defendants’ alleged failure to pay all wages due (including minimum, regular, and overtime wages), failure to provide proper meal periods and to properly provide associated premium pay, failure to provide proper rest periods and associated premium pay, failure to pay all wages timely at the time of termination, failure to pay all wages timely during employment, failure to provide compliant wage statements, failure to keep requisite payroll records, and failure to indemnify necessary business expenses, in violation of California Labor Code §§ 201, 202, 203, 204, 218.5, 218.6, 226, 226.7, 510, 512, 1174, 1194, 1197, 1197.1, 1198, 2800 and 2802 and Industrial Welfare Commission Wage Orders Nos. 4-2001, 5-2001, and 7-2001.

FF. “Released Parties” means Back of the House, Inc., EBurger, LLC, JBurger, LLC, Mission 98 Super, LLC, MBurger, LLC, 2355 Telegraph Ave, LLC, The Veranda Super, LLC, 5399 Prospect Road, LLC, Super Emeryville, LLC, DBurger, LLC, MetBurger, LLC, Super Novato, LLC, Super Los Gatos, LLC, KBurger, LLC, 117 New Montgomery, LLC, 3401 California Street, LLC, Super Napa, LLC, Super Serramonte, LLC, Geary Mas, LLC, Adriano Paganini, and Edmondo Sarti, and each of their past, present and/or future parent companies, partners, subsidiaries, affiliates, divisions, related companies, successors, and predecessors, as well as their respective past, present and future owners, officers, directors, shareholders, employees, agents, members, managers, principals, representatives, accountants, auditors, consultants, insurers and reinsurers, investors, lenders, administrators, company-sponsored employee benefit plans, assigns, joint venturers, and attorneys, both individually and in their official capacities, as well as all persons acting by, through, under, or in concert with any of these persons or entities.

GG. “Request for Exclusion” means the written request by a Class Member to exclude himself or herself from the Class Settlement submitted in accordance with Section IV.D.3.a below.

HH. “Service Payment” means the amount to be paid to Plaintiff in recognition of his efforts in prosecuting the Action, as set forth in Section IV.B.1 below.

II. “Settlement Administrator” means CPT Group, Inc., the third-party administrator proposed by the Parties and approved by the Court for purposes of administering the Settlement. The Parties and their counsel 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.

JJ. “Settlement Administration Expenses” means the expenses payable from the Gross Settlement Amount, subject to Court approval, to the Settlement Administrator for administration of the Settlement, as set forth in Section IV.B.4 below.

KK. “Workweek(s)” means the number of weeks each Class Member worked in an hourly-paid or non-exempt position at a Super Burgers restaurant during the Class Period and/or PAGA Period, excluding periods of time when Class Members’ employment with Employers were separated or the Employers’ businesses were closed based on COVID-19 related closures.

II. RECITALS

A. On May 17, 2019, Plaintiff Magaly Olayoy Lopez (“Plaintiff Lopez”) sent a letter to the LWDA and Defendants, regarding her intent to pursue civil penalties for claimed violations of California Labor Code sections 201, 202, 203, 204, 226(a)-(e), 226.3, 226.7, 510, 512, 558, 1194, and IWC Wage Orders, including *inter alia*, Wage Orders 5-2001, and any other applicable IWC Wage Order (“*Lopez LWDA Letter*”).

B. On September 16, 2019, Plaintiff Lopez filed a Class Action Complaint (“*Lopez Complaint*”) against Defendants Back of the House, Inc., Mission 98 Super, LLC, MBurger, LLC, and JBurger, LLC in the Superior Court of the State of California for the County of San Francisco, Case No. CGC-19-579264, entitled *Magaly Olayo Lopez v. Back of the House, Inc., et al*, alleging causes of action for violation of (1) California Labor Code §§ 201, 204 and 1194 (Failure to Pay All Wages), (2) California Labor Code §§ 226.7 and 512 (Failure to Provide Compliant Meal Periods and Associated Premiums), (3) California Labor Code § 226.7 (Failure to Provide Compliant Rest Periods and Associated Premiums), (4) California Labor Code § 226 (Failure to Provide Compliant Wage Statements), (5) California Labor Code §§ 201, 202 and 203 (Waiting Time Penalties); (6) California Private Attorneys General Act § 2698, and (7) California Business & Professions Code § 17200, *et seq.* (“*Lopez Action*”).

C. On December 19, 2019, Defendants Back of the House, Inc., Mission 98 Super, LLC, MBurger, LLC, and JBurger, LLC filed an Answer to the *Lopez Complaint*.

D. On July 16, 2020, Plaintiff Lopez filed an Amendment to the *Lopez Complaint*, thereby adding the following additional Defendants: 2355 Telegraph Ave, LLC; The Veranda Super, LLC; 5399

Prospect Road, LLC; Super Emeryville, LLC; DBurger, LLC; EBurger, LLC; MetBurger, LLC; Super Novato, LLC; Super Los Gatos, LLC; and KBurger, LLC.

E. On December 14, 2020, Defendants 2355 Telegraph Ave, LLC; The Veranda Super, LLC; 5399 Prospect Road, LLC; Super Emeryville, LLC; DBurger, LLC; EBurger, LLC; MetBurger, LLC; Super Novato, LLC; Super Los Gatos, LLC; and KBurger, LLC filed an Answer to the *Lopez* Complaint.

F. On July 19, 2021, Plaintiff Martinez sent a letter to the LWDA and Defendants, regarding his intent to pursue civil penalties for claimed violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and IWC Wage Orders, including *inter alia*, Wage Orders 4-2001, 5-2001, 7-2001, and any other applicable IWC Wage Order (“*Martinez* LWDA Letter”).

G. On August 9, 2021, Plaintiff Martinez filed a Class Action Complaint for Damages (“*Martinez* Class Complaint”) against Defendants Back of the House, Inc., EBurger, LLC, and JBurger, LLC in the Superior Court of the State of California for the County of San Francisco, Case No. CGC-21-594380, entitled *Erickson Martinez v. Back of the House, Inc., et al.*, alleging causes of action for violation of (1) California Labor Code §§ 510 and 1198 (Failure to Pay Overtime), (2) California Labor Code §§ 226.7 and 512(a) (Failure to Provide Compliant Meal Periods and Associated Premiums), (3) California Labor Code § 226.7 (Failure to Provide Compliant Rest Periods and Associated Premiums), (4) California Labor Code §§ 1194, 1197 and 1197.1 (Failure to Pay Minimum Wages), (5) California Labor Code §§ 201 and 202 (Failure to Timely Pay Final Wages), (6) California Labor Code § 204 (Failure to Timely Pay Wages During Employment), (7) California Labor Code § 226(a) (Failure to Provide Compliant Wage Statements), (8) California Labor Code § 1174(d) (Failure to Keep Requisite Payroll Records), (9) California Labor Code §§ 2800 and 2802 (Failure to Reimburse Business Expenses), and (10) California Business & Professions Code § 17200, *et seq.* (“*Martinez* Class Action”).

H. On September 22, 2021, Plaintiff Martinez filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.* (“*Martinez* PAGA Complaint”) against Defendants Back of the House, Inc., EBurger, LLC, Adriano Paganini, and Edmondo Sarti for penalties under the California Private Attorneys General Act in the Superior Court of the State of California for the County of Alameda, Case No. RG21113642, entitled *Erickson Martinez v. Back of the*

1 *House, Inc., et al.* (“*Martinez* PAGA Action”).

2 I. On December 3, 2021, Defendants Back of the House, Inc., EBurger, LLC, and JBurger,
3 LLC filed an Answer to the *Martinez* Class Complaint.

4 J. On December 3, 2021, Defendants Back of the House, Inc., EBurger, LLC, Adriano
5 Paganini, and Edmondo Sarti filed an Answer to the *Martinez* PAGA Complaint.

6 K. On September 15, 2022, the Court entered the Order Granting Petition for Coordination,
7 thereby coordinating the *Lopez* Action, *Martinez* Class Action, and *Martinez* PAGA Action in the
8 coordinated proceeding entitled *Super Duper Burgers Wage and Hour Cases* in the Superior Court of the
9 State of California for the County of San Francisco, Case No. CJC-22-005249 and Judicial Council
10 Coordination Proceeding No. 5249 (i.e., Action).

11 L. On January 13, 2023, Plaintiff and Plaintiff Lopez filed the Consolidated Class Action
12 Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code
13 § 2698, Et Seq. (“Operative Complaint”) against Defendants in the Action.

14 M. On March 17, 2023, Defendants filed an Answer to the Operative Complaint.

15 N. Defendants deny all material allegations set forth in the Action and have asserted
16 numerous affirmative defenses. Notwithstanding, in the interest of avoiding further litigation,
17 Defendants desire to fully and finally settle the Action, Released Class Claims, and Released PAGA
18 Claims.

19 O. Class Counsel in the Action diligently investigated the allegations asserted in the Action
20 and evaluated the claims against Defendants, including any and all applicable defenses and the
21 applicable law. The investigation included, *inter alia*, the exchange of information, data, and
22 documents, and review of numerous corporate policies and practices.

23 P. The settlement discussions were conducted at arm’s-length, and the settlement is the
24 result of an informed and detailed analysis of Defendants’ potential liability and exposure in relation to
25 the costs and risks associated with continued litigation. Based on the documents produced, as well as
26 Class Counsel’s own independent investigation and evaluation, Class Counsel believes that the
27 settlement with Defendants for the consideration and on the terms set forth in this Settlement Agreement
28 is fair, reasonable, and adequate and is in the best interest of the Class Members, the State of California,

1 and PAGA Group Members in light of all known facts and circumstances, including the risk of
2 significant delay and uncertainty associated with litigation and various defenses asserted by Defendants.

3 Q. The Parties expressly acknowledge that this Settlement Agreement is entered into solely
4 for the purpose of compromising significantly disputed claims and that nothing herein is an admission of
5 liability or wrongdoing by Defendants. If for any reason the Settlement Agreement is not approved and
6 does not become effective, it will be of no force or effect, and the Parties shall be returned to their original
7 respective positions.

8 Based on the aforementioned recitals that are a part of this Agreement, the Parties agree as follows:

9 **III. CLASS CERTIFICATION**

10 A. For purposes of this settlement only, the Parties stipulate to the certification of the Class.

11 B. The Parties agree that certification for the purpose of settlement is not an admission that
12 certification is proper under Section 382 of the California Code of Civil Procedure. Should, for
13 whatever reason, the Court not grant Final Approval, or if the Final Approval Order and Judgment
14 thereon does not become final, the Parties' stipulation to class certification as part of the Settlement
15 shall become null and void *ab initio* and shall have no bearing on, and shall not be admissible in
16 connection with, the issue of whether or not certification would be appropriate or inappropriate in a non-
17 settlement context in this or any other proceeding.

18 **IV. SETTLEMENT TERMS AND CONDITIONS**

19 A. **Gross Settlement Amount.** Subject to the terms and conditions of this Agreement,
20 including Section IV.C.5, the Gross Settlement Amount that Defendants will pay under this Settlement is
21 Eight Hundred Thousand Dollars and Zero Cents (\$800,000.00). This amount is all-inclusive of all
22 payments contemplated in this resolution, excluding any Employer Taxes, which will be separately paid
23 by Defendants to the Settlement Administrator. The entire Gross Settlement Amount will be disbursed
24 pursuant to this Agreement without the need to submit a claim form and none of the Gross Settlement
25 Amount will revert to Defendants.

26 B. **Payments from the Gross Settlement Amount.** Subject to the terms and conditions of
27 this Agreement, the Settlement Administrator will make the following distributions out of the Gross
28 Settlement Amount:

1 1. **To Plaintiff:** In recognition of his efforts and work in prosecuting the Action, and
2 in exchange for Plaintiff's execution of a general release of all claims against Defendants in Plaintiff's
3 individual capacity and California Civil Code Section 1542, as outlined in Section IV.E.3, Plaintiff will
4 apply to the Court for an award of not more than Ten Thousand Dollars and Zero Cents (\$10,000.00) to
5 Plaintiff as a Service Payment. Defendants will not oppose the Service Payment of up to \$10,000.00 for
6 Plaintiff. The Settlement Administrator will distribute the Court-approved Service Payment out of the
7 Gross Settlement Amount, in addition to Plaintiff's Individual Settlement Payment and/or Individual
8 PAGA Payment(s), subject to Court approval. The Settlement Administrator will issue an IRS Form
9 1099 to Plaintiff for the Service Payment, and Plaintiff shall be solely and legally responsible for
10 correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts
11 received. If the Court approves a Service Payment of less than \$10,000.00 for Plaintiff, the difference
12 between the lesser amount approved by the Court and the amount allocated toward the Service Payment
13 will be part of the Net Settlement Amount for the benefit of Participating Class Members.

14 2. **To Class Counsel:** Class Counsel will apply to the Court for an award of not more
15 than one-third (1/3) of the Gross Settlement Amount, which is presently Two Hundred Sixty-Six Thousand
16 Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$266,666.67) for attorneys' fees (i.e., Class
17 Counsel Fees Payment) and an amount not more than Fifteen Thousand Dollars and Zero Cents
18 (\$15,000.00) for reimbursement of actual litigation costs and expenses incurred (i.e., Litigation Expenses
19 Payment). Defendants will not oppose a request for the Class Counsel Fees Payment and Litigation
20 Expenses Payment consistent with this Agreement and approved by the Court. The Settlement
21 Administrator will distribute the Class Counsel Fees Payment and Litigation Expenses Payment out of the
22 Gross Settlement Amount, subject to Court approval. These amounts will cover any and all work
23 performed and any and all costs incurred by Class Counsel in connection with the litigation of the
24 Action, including without limitation all work performed and costs incurred to date, and all work to be
25 performed and all costs to be incurred in connection with obtaining the Court's approval of this
26 Settlement Agreement, including any objections raised and any appeals necessitated by those objections.
27 Class Counsel shall be solely and legally responsible for correctly characterizing this compensation for
28 tax purposes and for paying any taxes on the amounts received. With respect to the Class Counsel Fees

1 Payment and Litigation Expenses Payment to Class Counsel, the Settlement Administrator may purchase
2 an annuity to utilize United States Treasuries and bonds or other attorney fee deferral vehicles, for Class
3 Counsel. Any additional expenses for the purchase and/or use of attorney fee deferral vehicles for Class
4 Counsel, by the Settlement Administrator, will be paid separately by Class Counsel and will not be
5 included within the Settlement Administration Expenses. If the Court approves a Class Counsel Fees
6 Payment or a Litigation Expenses Payment of less than these amounts, the difference between the lesser
7 amount approved by the Court and the amount allocated toward the Class Counsel Fees Payment and
8 Litigation Expenses Payment will be part of the Net Settlement Amount for the benefit of Participating
9 Class Members. Class Counsel assumes full responsibility and liability for taxes owed on the Class
10 Counsel Fees Payment and Litigation Expenses Payment to Class Counsel.

11 **3. To the Labor Workforce and Development Agency and PAGA Group**
12 **Members.** The Parties will seek approval from the Court for the PAGA Payment of Fifty Thousand
13 Dollars and Zero Cents (\$50,000.00) out of the Gross Settlement Amount, of which seventy-five percent
14 (75%), or \$37,500.00, will be distributed to the LWDA (i.e., LWDA Payment) and twenty-five percent
15 (25%), or \$12,500.00, will be distributed to the PAGA Group Members on a *pro rata* basis (i.e., PAGA
16 Group Member Amount). If the Court approves a PAGA Payment of less than \$50,000.00, the remainder
17 will be part of the Net Settlement Amount for the benefit of Participating Class Members.

18 **a. Individual PAGA Payment Calculation.** Individual PAGA Payments
19 will be calculated and apportioned from the PAGA Payment based upon the number of Workweeks each
20 PAGA Group Member worked during the PAGA Period, as follows: the Settlement Administrator will
21 divide the PAGA Group Member Amount by the Workweeks of all PAGA Group Members during the
22 PAGA Period to yield the “PAGA Workweek Value,” and multiply each PAGA Group Member’s
23 individual Workweeks during the PAGA Period by the PAGA Workweek Value to yield his or her
24 Individual PAGA Payment that he or she is eligible to receive under the PAGA Settlement. The
25 Settlement Administrator will report the Individual PAGA Payments on IRS 1099 Forms, if applicable.
26 PAGA Group Members assume full responsibility and liability for any taxes owed on their Individual
27 PAGA Payment.

1 4. **To the Settlement Administrator.** The Settlement Administrator will distribute
2 out of the Gross Settlement Amount, to itself, its reasonable fees and expenses, as approved by the Court,
3 in an amount not to exceed Thirty Thousand Dollars and Zero Cents (\$30,000.00) (i.e., Settlement
4 Administration Expenses). These costs, which will be paid from the Gross Settlement Amount, subject
5 to Court approval, will include, *inter alia*, translating the Class Notice into Spanish, printing,
6 distributing, and tracking Class Notices and other documents for this Settlement, calculating and
7 distributing payments due under the Settlement, issuing of 1099 and W-2 IRS Forms and all required
8 tax reporting, filings, withholdings, and remittances, providing necessary reports and declarations, and
9 other duties and responsibilities set forth herein to process this Settlement, and as requested by the Parties.
10 The Settlement Administrator shall transmit the required Employer Taxes and employees' share of the
11 withholdings to the appropriate state and federal tax authorities. The Settlement Administrator shall
12 establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US
13 Treasury Regulation section 468B-1. To the extent actual Settlement Administration Expenses are greater
14 than the estimated amount stated herein, such excess amount will be deducted from the Gross Settlement
15 Amount, subject to approval by the Court. To the extent the Settlement Administration Expenses
16 approved by the Court are less than \$30,000.00, the remainder will be part of the Net Settlement Amount
17 for the benefit of Participating Class Members. The Parties each represent they do not have a financial
18 interest in the Settlement Administrator or otherwise have a relationship with the Settlement
19 Administrator that creates or could create a conflict of interest.

20 C. **Payments from the Net Settlement Amount.** The Net Settlement Amount will be the
21 remainder of the Gross Settlement Amount after deducting the Service Payment, Class Counsel Fees
22 Payment, Litigation Expenses Payment, PAGA Payment, and Settlement Administration Expenses. The
23 Net Settlement Amount will be distributed to Participating Class Members as follows:

24 1. **Individual Settlement Share.** Subject to the terms and conditions of this
25 Agreement, the Settlement Administrator will distribute an Individual Settlement Share from the Net
26 Settlement Amount to each Participating Class Member. The submission of a claim form is not required
27 in order for a Participating Class Member to be paid their Individual Settlement Share.

28 2. **Individual Settlement Share Calculation.**

1 a. After Preliminary Approval of the Settlement, the Settlement Administrator
2 will determine the Workweeks each Class Member worked during the Class Period, divide the Net
3 Settlement Amount by the Workweeks of all Class Members during the Class Period to yield the
4 “Estimated Workweek Value,” and multiply each Class Member’s individual Workweeks during the Class
5 Period by the Estimated Workweek Value to yield his or her estimated Individual Settlement Share that
6 he or she may be eligible to receive under the Class Settlement.

7 b. After Final Approval of the Settlement, the Settlement Administrator will
8 divide the final Net Settlement Amount by the Workweeks of all Participating Class Members during the
9 Class Period to yield the “Final Workweek Value,” and multiply each Participating Class Member’s
10 individual Workweeks during the Class Period by the Final Workweek Value to yield his or her Individual
11 Settlement Share.

12 3. **Withholding.**

13 a. Each Individual Settlement Share will be allocated as follows: twenty
14 percent (20%) wages (the “Wage Portion”) and eighty percent (80%) penalties, interest, and non-wage
15 damages (“Non-Wage Portion”). The Wage Portion will be reported on an IRS Form W-2 and the Non-
16 Wage Portion will be reported on IRS Form 1099 (if applicable) by the Settlement Administrator. The
17 Settlement Administrator will withhold the employee’s share of taxes and withholdings with respect to
18 the Wage Portion of the Individual Settlement Shares, and issue checks to Participating Class Members
19 for their Individual Settlement Payments (i.e., payment of their Individual Settlement Share net of these
20 taxes and withholdings). The Settlement Administrator will not undertake any withholding with respect
21 to the Non-Wage Portion of Individual Settlement Shares. Any payment for an Individual PAGA
22 Payment will be allocated as one hundred percent (100%) penalties and will be reported on an IRS
23 Form-1099, if necessary; the Settlement Administrator will not undertake any withholding with respect
24 to the Individual PAGA Payment. Employer Taxes will be paid separately and in addition to the Gross
25 Settlement Amount. Participating Class Members and PAGA Group Members assume full responsibility
26 and liability for any taxes owed on any portion of their Individual Settlement Payment and/or Individual
27 PAGA Payment.

1 4. **Effect of Non-Participating Class Members.** Non-Participating Class Members
2 will not be issued an Individual Settlement Share, and their Request for Exclusion will not reduce the
3 Gross Settlement Amount or the Net Settlement Amount. Any Non-Participating Class Member's
4 respective estimated Individual Settlement Share will remain a part of the Net Settlement Amount for
5 distribution to Participating Class Members on a *pro rata* basis.

6 5. **Escalator Clause.** Defendants represent that for the period September 16, 2015
7 through September 11, 2023, there were approximately 3,086 Class Members and approximately 103,252
8 Workweeks worked by Class Members. If it is determined that the total number of Class Members from
9 September 16, 2015 through September 11, 2023 is more than 10% above 3,086 (i.e. exceeds 3,395), or
10 the number of Workweeks worked by Class Members during the Class Period is more than 10% above
11 103,252 (i.e. exceeds 113,577), then Defendants will have the option to increase the Gross Settlement
12 Amount on a *pro rata* basis based on either the number of individuals or Workweeks in excess of ten
13 percent (10%). If Defendants decline to exercise their option to increase the Gross Settlement Amount as
14 provided herein, Plaintiff and Defendants shall have the right to rescind this Agreement and the Parties
15 shall be returned to their respective positions prior to this Agreement. Defendants will provide sufficient
16 information to the Settlement Administrator to assess whether this ten percent (10%) threshold is
17 triggered.

18 D. **Procedure for Approving Settlement.**

19 1. **Motion for Preliminary Approval of Settlement by the Court.**

20 a. After execution of this Settlement Agreement, Plaintiff will file a motion
21 for preliminary approval of the Settlement with the Court for an order granting preliminary approval of
22 the Settlement, setting a date for the Final Approval Hearing, and approving the Class Notice (the "Motion
23 for Preliminary Approval"). Any disagreement among the Parties concerning the Class Notice, the
24 proposed orders, or other documents necessary to implement the Settlement will be referred to the
25 mediator or the Court for resolution.

26 b. At the hearing on the Motion for Preliminary Approval, the Parties will
27 jointly appear, support the granting of the motion, and submit a proposed order granting Preliminary
28 Approval of the Settlement.

1 c. Should the Court decline to preliminarily approve material aspects of the
2 Settlement (including, but not limited to, the scope of releases of claims or the binding effect of the
3 Settlement on Participating Class Members or PAGA Group Members), the Parties shall work together in
4 good faith to address any concerns raised by the Court and attempt to propose a revised Settlement for the
5 Court's approval.

6 2. **Notice to Class Members.** After the Court enters an order granting Preliminary
7 Approval of the Settlement ("Order Granting Preliminary Approval"), every Class Member will be sent
8 the Class Notice as follows:

9 a. No later than twenty (20) business days after the Court enters an Order
10 Granting Preliminary Approval, Defendants will provide to the Settlement Administrator an electronic
11 database containing the Class Data. If any or all of the Class Data is unavailable to Defendants, Defendants
12 will so inform Class Counsel and the Parties will make their best efforts to reconstruct or otherwise agree
13 upon the Class Data prior to when it must be submitted to the Settlement Administrator. This information
14 will otherwise remain confidential and will not be disclosed to anyone, except as required to applicable
15 taxing authorities, or pursuant to Defendants' express written authorization or by order of the Court. All
16 Class Data will be used for settlement notification and settlement administration and will not be used for
17 any other purpose by Class Counsel.

18 b. Using best efforts to mail it as soon as possible, and in no event later than
19 ten (10) business days after receiving the Class Data, the Settlement Administrator will search the U.S.
20 Postal Service's National Change of Address database to attempt to locate updated mailing addresses for
21 Class Members (and use the updated mailing addresses that are located, in lieu of the mailing address
22 information provided by Defendants in the Class Data) and mail the Class Notice in English and Spanish
23 to all Class Members via first-class U.S. Mail.

24 c. If a Class Notice is returned as undeliverable, and without a forwarding
25 address, on or before the Response Deadline, the Settlement Administrator will promptly, within five (5)
26 calendar days of receipt, search for a more current address for the Class Member by way of skip trace and
27 re-mail the Class Notice to an alternate address located through skip trace. The Settlement Administrator
28 will use the Class Data and otherwise work with Defendants to find a more current address. If a Class

1 Notice is returned as undeliverable, and with a forwarding address, on or before the Response Deadline,
2 the Settlement Administrator will promptly, within five (5) calendar days of receipt, re-mail the Class
3 Notice to the forwarding address. If the Class Notice is re-mailed, the Settlement Administrator will note
4 for its own records the date and address of each such re-mailing and notify Class Counsel and Defendants'
5 Counsel of the re-mailing, as part of a weekly status report provided to the Parties.

6 d. The Settlement Administrator must, on a weekly basis, provide written
7 reports to Class Counsel and Defense Counsel that, among other things, tally the number of Class Notices
8 mailed or re-mailed, Class Notices returned undelivered, the number of Requests for Exclusion from the
9 Class Settlement, objections to the Class Settlement, and Workweeks Disputes it receives ("Weekly
10 Report").

11 e. Not later than sixteen (16) court days before the date by which Plaintiff files
12 the motion for final approval of the Settlement, the Settlement Administrator will provide the Parties for
13 filing with the Court a declaration of due diligence setting forth its compliance with its obligations under
14 this Agreement and detailing the number of Requests for Exclusion it received (including the numbers of
15 valid and deficient submissions), the names of all Non-Participating Class Members, the number of
16 Workweeks Disputes received (including the numbers of valid and deficient submissions) and the outcome
17 of these disputes, the number of objections received (including the numbers of complete and deficient
18 submissions), and attaching the objections received. Prior to the Final Approval Hearing, the Settlement
19 Administrator will supplement its declaration of due diligence if any material changes occur from the date
20 of the filing of its prior declaration.

21 **3. Objections, Workweeks Disputes, and Requests for Exclusion.** Class Members
22 may submit a Request for Exclusion from the Class Settlement, Participating Class Members may submit
23 objections to the Class Settlement (including objections to Class Counsel Fees Payment, Litigation
24 Expenses Payment, and Service Payments), and Class Members and PAGA Group Members may also
25 submit disputes as to Workweeks allocated to them, pursuant to the following procedures:

26 a. **Requests for Exclusion from the Class Settlement.** The Parties agree,
27 and the Class Notice will provide, that Class Members who wish to exclude themselves from the Class
28 Settlement must send a signed Request for Exclusion to the Settlement Administrator by mail, postmarked

no later than forty-five (45) calendar days after the Settlement Administrator mails the Class Notice (“Response Deadline”). A Request for Exclusion must: (1) contain the case name and number of the Action; (2) state the Class Member’s full name, address, telephone number, and last four digits of his or her Social Security number; (3) be signed; and (4) clearly state that the Class Member requests to be excluded from the Class Settlement. If a question is raised about the authenticity of a signed Request for Exclusion, the Settlement Administrator will have the right to demand additional proof of the Class Member’s identity. A Non-Participating Class Member will not participate in or be bound by the Class Settlement or to portions of the Final Approval Order and Judgment that apply to the Class Settlement (however, if a Non-Participating Class Member is a PAGA Group Member, he or she will nevertheless be bound to the PAGA Settlement and the portions of the Final Approval Order and Judgment that apply to the PAGA Settlement). A Class Member who does not complete and mail a valid and timely Request for Exclusion in the manner and by the deadline specified above will automatically be deemed a Participating Class Member and be bound by all terms and conditions of the Class Settlement, including the release of Released Class Claims, if the Settlement is approved by the Court, and by the Final Approval Order and Judgment (as it pertains to the Class Settlement), regardless of whether he or she has objected to the Class Settlement. Non-Participating Class Members shall not be permitted to file objections to the Class Settlement or appear at the Final Approval Hearing to voice any objections to the Class Settlement.

All Participating Class Members who do not submit a valid and timely Request for Exclusion will be issued an Individual Settlement Share, without the need to file a claim form, and will be bound by all of the terms of the Class Settlement, including without limitation, the release of the Released Class Claims as set forth in this Agreement. Any Class Member who submits a valid and timely Request for Exclusion is nevertheless bound to the PAGA Settlement if he or she is a PAGA Group Member, as well as any judgment that may be entered by the Court if it grants Final Approval to the Settlement, as it pertains to the PAGA Settlement.

b. Objections to the Class Settlement. The Parties agree, and the Class Notice will provide, that only Participating Class Members may object to the Class Settlement, either in writing or orally at the Final Approval Hearing. Objections in writing must be submitted to the Settlement Administrator (who will provide copies to the Parties’ counsel and attach copies to its declaration that is

1 filed with the Court in advance of the Final Approval Hearing) by mail, postmarked no later than the
2 Response Deadline. A written objection must: (1) contain the case name and number of the Action; (2)
3 state the Participating Class Member's full name, address, telephone number, and last four digits of his or
4 her Social Security number; (3) be signed; (4) clearly set forth the grounds for the objection; (5) attach
5 any documentation that the objection is based upon; and (6) identify any counsel representing the
6 Participating Class Member with respect to the objection. In addition to submitting a written objection,
7 or alternatively, Participating Class Members shall be entitled to be heard at the Final Approval Hearing
8 (whether individually or through separate counsel) to orally object to the Class Settlement or any aspect
9 thereof. A Participating Class Member who does not submit an objection in the manner and by the
10 deadline specified above will be deemed to have waived any objection and will be foreclosed from making
11 any objection (whether by appeal or otherwise) to the Class Settlement or any aspect thereof. Non-
12 Participating Class Members shall have no ability to comment on or object to the Class Settlement.

13 c. **Workweeks Disputes.** The Parties agree, and the Class Notice will
14 provide, that each Class Member and PAGA Group Member may dispute the number of Workweeks
15 allocated to him or her during the Class Period and/or PAGA Period. Any dispute as to this allocation
16 will be resolved by the Settlement Administrator. Any such dispute must be in writing and sent to the
17 Settlement Administrator, by mail, postmarked no later than the Response Deadline. A written dispute
18 ("Workweeks Dispute") must: (1) contain the case name and number of the Action; (2) state the Class
19 Member's or PAGA Group Member's full name, address, telephone number, and last four digits of his or
20 her Social Security number; (3) be signed; (4) clearly state that the Class Member or PAGA Group
21 Member disputes the number of Workweeks credited to him or her and state the number of Workweeks
22 he or she believes are correct; and (5) attach any documentation to support the dispute.

23 d. **Re-mailed Notice.** In the event that a Class Notice is re-mailed to a Class
24 Member, the Response Deadline for that Class Member shall be extended by fifteen (15) calendar days
25 from the original deadline.

26 **4. Right of Defendants to Reject Settlement.** If ten percent (10%) or more of the
27 Class Members submit valid and timely Requests for Exclusion, Defendants will have the right, but not
28 the obligation, to void the Settlement and the Parties will have no further obligations under the Settlement,

including any obligation by Defendants to pay the Gross Settlement Amount, or any amounts that otherwise would have been owed under this Agreement, except that Defendants will pay the Settlement Administration Expenses incurred as of the date that Defendants exercise the right to void the Settlement. Defendants will notify Class Counsel in writing and the Court whether it is exercising this right to void no later than seven (7) calendar days after the Settlement Administrator notifies the Parties that the number of valid and timely Requests for Exclusion it has received exceeds ten percent (10%) or more of the Class Members.

5. No Solicitation. The Parties and their counsel represent that neither the Parties nor their respective counsel have or will solicit or otherwise encourage directly or indirectly any Class Member to object to the Class Settlement, appeal from the Final Approval Order and Judgment, or submit Requests for Exclusion from the Class Settlement.

6. Additional Briefing and Final Approval.

a. Plaintiff will file with the Court their application for the Class Counsel Fees Payment, Litigation Expenses Payment, and Service Payment no later than the date on which Plaintiff files the motion for final approval not later than sixteen (16) court days before the Final Approval Hearing, and the application will be scheduled to be heard by the Court at the Final Approval Hearing. Plaintiff may combine the motion seeking final approval of the settlement with the application for the Class Counsel Fees Payment, Litigation Expenses Payment, and Service Payment. If any opposition is filed, then not later than five (5) court days before the Final Approval Hearing, both Parties may file a reply in support of the motion for Final Approval and/or application for Service Payment, Class Counsel Fees Payment, and Litigation Expenses Payment.

b. If the Court does not grant final approval of the Settlement or grants final approval conditioned on any material modification or change to the Settlement (including, but not limited to, the scope of the release of claims with respect to Participating Class Members and/or PAGA Group Members), then the Parties shall work together in good faith to address any concerns raised by the Court and attempt to propose a revised Settlement for the Court's approval. However, an award by the Court of a lesser amount than that sought by Plaintiff and Class Counsel for the Service Payment, Class Counsel Fees Payment, or Litigation Expenses Payment, will not constitute a material modification to the

1 Settlement within the meaning of this Paragraph.

2 c. Upon final approval of the Settlement by the Court at or after the Final
3 Approval Hearing, the Parties will present for the Court's approval and entry a proposed order granting
4 final approval of the Settlement and judgment based thereon ("Final Approval Order and Judgment").
5 After entry of the Final Approval Order and Judgment, the Court will have continuing jurisdiction over
6 the Action and the Settlement solely for purposes of (i) enforcing this Agreement, (ii) addressing
7 settlement administration matters, and (iii) addressing such post-judgment matters as may be appropriate
8 under court rules or applicable law. The entry of the judgment will be pursuant to California Rule of
9 Court 3.769(h) in a form acceptable to the Parties.

10 **7. Waiver of Right to Appeal.** Provided that the Final Approval Order and Judgment
11 is consistent with the terms and conditions of this Agreement, Plaintiff and Participating Class Members
12 who did not timely submit an objection to the Class Settlement, Defendants, and their respective counsel
13 hereby waive any and all rights to appeal from the Final Approval Order and Judgment, including all
14 rights to any post-judgment proceeding and appellate proceeding, such as, but not limited to, a motion to
15 vacate judgment, a motion for new trial, and any extraordinary writ. The waiver of appeal does not include
16 any waiver of the right to oppose any appeal, appellate proceedings, or post-judgment proceedings. If an
17 appeal is taken from the Final Approval Order and Judgment, the time for consummation of the Settlement
18 (including making payments under the Settlement) will be suspended until such time as the appeal is
19 finally resolved and the Final Approval Order and Judgment becomes final.

20 **8. Vacating, Reversal, or Material Modification of Final Approval Order and**
21 **Judgment on Appeal or Review.** If, after a notice of appeal, a petition for review, or a petition for
22 *certiorari*, or any other motion, petition, or application, the reviewing Court vacates, reverses, or modifies
23 the Final Approval Order and Judgment such that there is a material modification to the Settlement
24 (including, but not limited to, the scope of the release of claims with respect to Participating Class
25 Members and/or PAGA Group Members), and that Court's decision is not completely reversed and the
26 Final Approval Order and Judgment is not fully affirmed on review by a higher Court, then the Parties
27 shall work together in good faith to address any concerns raised by the reviewing Court and propose a
28 revised Settlement for the approval of the Court. A vacation, reversal, or modification of the Court's

award of the Service Payment or the Class Counsel Fees Payment or Litigation Expenses Payment will not constitute a vacation, reversal, or material modification of the Final Approval Order and Judgment within the meaning of this Paragraph, provided that Defendants' obligation to make payments under this Settlement will remain limited to the Gross Settlement Amount.

9. Procedure for Funding of Settlement. Within thirty (30) calendar days after the Effective Date, Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay their Employer Taxes to the Settlement Administrator.

10. Procedure for Payment of Settlement Payments. The Settlement Administrator shall distribute the following payments: Within ten (10) business days of the funding of the Gross Settlement Amount and Employer Taxes, the Settlement Administrator will mail checks for all Individual Settlement Payments to Participating Class Members, Service Payment to Plaintiff, Individual PAGA Payments to PAGA Group Members, LWDA Payment to the LWDA, the Settlement Administration Expenses to itself (the Settlement Administrator), and Class Counsel Fees Payment and Litigation Expenses Payment to Class Counsel.

11. Uncashed Individual Settlement Payment and Individual PAGA Payment Checks. The Settlement Administrator may, at its discretion, distribute the Individual Settlement Payments and Individual PAGA Payments by way of a single check that combines both payments (if applicable). Each Individual Settlement Payment and Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and thereafter, shall be canceled. All funds associated with canceled checks will be transmitted to the *cypres*, Larkin Street Youth Services, in accordance with California Code of Civil Procedure section 384. The Parties and their counsel each represent they do not have a financial interest in Larkin Street Youth Services or otherwise have a relationship with Larkin Street Youth Services that creates or could create a conflict of interest. The Settlement Administrator shall undertake amended and/or supplemental tax filings and reporting, required under applicable local, state, and federal tax laws, that are necessitated due to the cancelation of any Individual Settlement Payment checks or Individual PAGA Payment checks. All Participating Class Members and PAGA Group Members shall be bound by the terms and conditions of this Settlement Agreement regardless of whether they cash or otherwise negotiate their

1 Individual Settlement Payment check and/or Individual PAGA Payment check or not.

2 **12. Final Report by Settlement Administrator to Court.** Within ten (10) calendar
3 days after final disbursement of all funds from the Gross Settlement Amount, the Settlement Administrator
4 will serve on the Parties and file with the Court a declaration proving a final report on the disbursements
5 of all funds from the Gross Settlement Amount.

6 E. **Release of Claims.**

7 1. **Release of Released Class Claims.** Upon the Effective Date, Plaintiff and each
8 Participating Class Member will be deemed to have fully, finally, and forever released, settled,
9 compromised, relinquished, and discharged the Released Parties from any and all Released Class Claims.
10 This release and waiver, however, shall be conditional on Defendants' full payment of the Gross
11 Settlement Amount necessary to fund all payment obligations.

12 2. **Release of Released PAGA Claims.** Upon the Effective Date, Plaintiff, the State
13 of California, and all PAGA Group Members will be deemed to have fully, finally, and forever released,
14 settled, compromised, relinquished, and discharged the Released Parties from any and all Released
15 PAGA Claims. This release and waiver, however, shall be conditional on Defendants' full payment of
16 the Gross Settlement Amount necessary to fund all payment obligations. PAGA Group Members cannot
17 exclude themselves from the PAGA Settlement.

18 3. **Plaintiff's Release of Claims.** In addition, upon the Effective Date and full
19 funding of the Gross Settlement Amount, Plaintiff will be deemed to have fully released and discharged
20 the Released Parties from any and all claims arising from his employment with Defendants, separation of
21 employment from Defendants, and any acts that have or could have been asserted in any legal action or
22 proceeding against Defendants, whether known or unknown, arising under any federal, state, or local law,
23 or statute, including, *inter alia*, those arising under the California Labor Code, Fair Labor Standards Act,
24 Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, Employee Retirement Income
25 Security Act, National Labor Relations Act, California Corporations Code, California Business and
26 Professions Code, Orders of the California Industrial Welfare Commission, California Fair Employment
27 and Housing Act, California Constitution (all as amended), and law of contract and tort, as well as for
28 discrimination, harassment, retaliation, wrongful termination, lost wages, benefits, other employment

1 compensation, emotional distress, medical expenses, other economic and non-economic damages,
2 attorney fees, and costs, arising on or before the date on which the Settlement is executed. With respect to
3 those claims released by Plaintiff in an individual capacity, Plaintiff acknowledges and waives any and all
4 rights and benefits available under California Civil Code Section 1542, which provides:

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

11 Plaintiff understands and agrees that claims and facts in addition to or different from those which
12 are whether known or believed by him to exist may hereafter be discovered. It is Plaintiff's intention to
13 settle fully and release all claims he now has against the Released Parties, whether known or unknown,
14 suspected or unsuspected. The Service Payment will be paid to Plaintiff specifically in exchange for the
15 general release of the Released Parties from all claims, including those specified in this Paragraph and a
16 covenant not to sue the Released Parties. Notwithstanding the above, the general release by Plaintiff shall
17 not extend to claims for enforcement of this Settlement, for workers' compensation benefits, claims for
18 unemployment benefits, or other claims that may not be released by law.

19 **F. No Effect on Other Benefits.** Any payments made under this Settlement will not result
20 in any additional benefit payments (such as 401(k) or bonus) to Plaintiff, Participating Class Members,
21 and PAGA Group Members.

22 **G. Limitation on Public Statements About Settlement.** Plaintiff and Class Counsel
23 represent that they have not and will not issue any press, publications, or other media releases about the
24 Settlement (including, but not necessarily limited to advertising or marketing materials or on social media)
25 or have any communication with the press or media regarding the Settlement. This provision will not
26 prohibit Class Counsel from (i) communicating with Class Members after Preliminary Approval is granted
27 for the sole purpose of administering the Settlement; (ii) complying with ethical obligations; (iii)
28 submitting orders and/or information to the LWDA to comply with the PAGA statute; or (iv) referring to

1 the Action and Settlement in other litigations to support their adequacy as attorneys for a putative class or
2 to justify an award of attorneys' fees. Plaintiff and Class Counsel agree not to respond to any media
3 inquiries except to refer reporters to the papers filed with the Court. Defendants may disclose information
4 regarding the Settlement under its contractual and legal obligations.

5 **H. Miscellaneous Terms.**

6 **1. No Admission of Liability or Class Certification for Other Purposes.**

7 a. Defendants and the Released Parties deny that they have engaged in any
8 unlawful activity, have failed to comply with the law in any respect, have any liability to anyone under
9 the claims asserted in the Action, or that but for the Settlement a class should be certified in the Action.
10 This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing
11 in this Agreement is intended or will be construed as an admission of liability or wrongdoing by
12 Defendants or the Released Parties, or an admission by Plaintiff that any of the claims were non-
13 meritorious or any defense asserted by Defendants was meritorious. This Settlement and the fact that
14 Plaintiff and Defendants were willing to settle the Action will have no bearing on, and will not be
15 admissible in connection with, any litigation (other than solely in connection with effectuating the
16 Settlement pursuant to this Agreement).

17 b. Whether or not the Final Approval Order and Judgment becomes final,
18 neither the Settlement, this Agreement, any document, statement, proceeding, or conduct related to the
19 Settlement or the Agreement, nor any reports or accounting of those matters, will be (i) construed as,
20 offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to
21 Plaintiff or Defendants or any of the Released Parties, including, but not limited to, evidence of a
22 presumption, concession, indication, or admission by any of the Released Parties of any liability, fault,
23 wrongdoing, omission, concession, or damage; or (ii) disclosed, referred to, or offered in evidence against
24 any of the Released Parties, in any further proceeding in the Action, or any other civil, criminal, or
25 administrative action or proceeding except for purposes of effectuating the Settlement pursuant to this
26 Agreement.

27 c. This section and all other provisions of this Agreement notwithstanding,
28 any and all provisions of this Agreement may be admitted in evidence and otherwise used in any and all

proceedings for the limited purpose of enforcing any or all terms of this Agreement or defending any claims released or barred by this Agreement.

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

3. **Attorney Authorization.** The Parties and their counsel will cooperate with each other and use their best efforts to affect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of a mediator for resolution.

4. **No Prior Assignments:** The Parties 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 and portion of any liability, claim, demand, action, cause of action, or right released and discharged in this Settlement.

5. **No Tax Advice:** Neither Class Counsel nor Defendants' Counsel intend for anything contained in this Settlement to constitute advice regarding taxes or taxability, nor will anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise. Except as provided above, neither Defendants, Employers, and Released Parties, nor their counsel, shall have any liability for any tax implications related to the receipt of settlement funds herein, including by the Court-appointed third-party administrator; any and all such liability and/or obligations shall be borne solely by the payee recipients of any funds to be paid by Defendants and Employers herein.

6. **Modification of Agreement.** This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by counsel for the Parties, subject to Court approval. Counsel for all Parties may amend or modify this Agreement as needed

without signatures from their respective clients. The Parties agree that this Agreement may be signed electronically.

7. **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors or assigns of each of the Parties.

8. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California.

9. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting, it being recognized that, because of the arms-length negotiations between the Parties, all Parties have contributed equally to the preparation of this Settlement Agreement.

10. **Fair Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement Agreement.

11. **Use of Documents and Data.** All originals, copies, and summaries of documents and data provided to Class Counsel by Defendants in connection with the mediation or other settlement negotiations in this matter may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule.

12. **Headings.** The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

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

1 14. **All Terms Subject to Final Court Approval.** All amounts and procedures
2 described in this Settlement Agreement herein will be subject to final Court approval.

3 15. **Posting of the Final Approval Order and Judgment.** The Parties shall provide
4 the Settlement Administrator with a copy of the Final Approval Order and Judgment once it is entered
5 by the Court, and the Settlement Administrator shall post the Final Approval Order and Judgment on its
6 website within three (3) business days of receipt, and shall maintain the posting for sixty (60) calendar
7 days. No individualized notice of the Final Approval Order and Judgment will be required to be
8 provided to the Class.

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

12 *To Plaintiff and the Class:*

13 Edwin Aiwazian
14 Arby Aiwazian
15 Joanna Ghosh
16 Vartan Madoyan
17 **LAWYERS for JUSTICE, PC**
18 410 West Arden Avenue, Suite 203
19 Glendale, California 91203
20 Tel.: (818) 265-1020
21 Fax: (818) 265-1021
22 E-Mail: edwin@calljustice.com; arby@calljustice.com; joanna@calljustice.com;
23 vartan@calljustice.com

24 *To Defendants:*

25 Marie Trimble Holvick
26 Matthew Wayne
27 **Gordon Rees Scully Mansukhani LLP**
28 272 Battery Street, Suite 2000
 San Francisco, California 94111
 Tel: (415) 986-5900
 Fax: (415) 986-8054
 E-Mail: mholvick@grsm.com; mwayne@grsm.com

25 17. **Execution in Counterparts.** This Agreement may be executed in one or more
26 counterparts by facsimile, electronically, or email which for purposes of this Agreement will be accepted
27 as an original. All executed counterparts and each of them will be deemed to be one and the same
28 instrument provided that counsel for the Parties will exchange between themselves signed counterparts.

1 Any executed counterpart will be admissible in evidence to prove the existence and contents of this
2 Agreement.

3 18. **Continuing Jurisdiction.** The Court shall retain continuing jurisdiction over the
4 Action under California Code of Civil Procedure section 664.6 to ensure the continuing implementation
5 of this Agreement and enforcement of the Settlement until performance in full of the terms of this
6 Settlement.

7 *[Signatures included on next page]*
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1 **IN WITNESS WHEREOF**, the Parties hereto knowingly and voluntarily executed this Joint
2 Stipulation of Class Action and PAGA Settlement and Release between Plaintiff and Defendants:

3 **IT IS SO AGREED.**

4
5 **REPRESENTATIVE PLAINTIFF ERICKSON
MARTINEZ**

6
7 Dated: 4/3/2024, 2024

Electronically Signed _____ 2024-04-03 23:18:47 UTC - 94.140.8.86
Nintex AssureSign® _____ eb387ae-047c-41c7-9aa7-b12cd12ffaa0

Erickson Martinez, Plaintiff

8
9 **DEFENDANT BACK OF THE HOUSE, LLC**

10 Dated: _____, 2024

Back of the House, LLC, Defendant

By:
Title:

11
12
13 **DEFENDANT EBURGER, LLC**

14 Dated: _____, 2024

EBurger, LLC, Defendant

By:
Title:

15
16
17 **DEFENDANT JBURGER, LLC**

18
19 Dated: _____, 2024

JBurger, LLC, Defendant

By:
Title:

20
21
22 **DEFENDANT MISSION 98 SUPER, LLC**

23 Dated: _____, 2024

Mission 98 Super, LLC, Defendant

By:
Title:

24
25
26 ///

27 ///

28 ///

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement and Release between Plaintiff and Defendants:

IT IS SO AGREED.

REPRESENTATIVE PLAINTIFF ERICKSON MARTINEZ

Dated: _____, 2024
Erickson Martinez, Plaintiff

DEFENDANT BACK OF THE HOUSE, LLC

Dated: March 8, 2024 | 11:16 AM PST
DocuSigned by:
Edmondo Sarti
E6817C918E7D455...
Back of the House, LLC, Defendant
By:
Title:

DEFENDANT EBURGER, LLC

Dated: March 8, 2024 | 11:16 AM PST
DocuSigned by:
Edmondo Sarti
E6817C918E7D455...
EBurger, LLC, Defendant
By:
Title:

DEFENDANT JBURGER, LLC

Dated: March 8, 2024 | 11:16 AM PST
DocuSigned by:
Edmondo Sarti
E6817C918E7D455...
JBurger, LLC, Defendant
By:
Title:

DEFENDANT MISSION 98 SUPER, LLC

Dated: March 8, 2024 | 11:16 AM PST
DocuSigned by:
Edmondo Sarti
E6817C918E7D455...
Mission 98 Super, LLC, Defendant
By:
Title:

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///
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DEFENDANT MBURGER, LLC

Dated: March 8, 2024 | 11:16 AM PST, 2024

DocuSigned by:
Edmondo Sarti
E6817C918E7D455...
MBurger, LLC, Defendant
By:
Title:

DEFENDANT 2355 TELEGRAPH AVE, LLC

Dated: March 8, 2024 | 11:16 AM PST, 2024

DocuSigned by:
Edmondo Sarti
E6817C918E7D455...
2355 Telegraph Ave, LLC, Defendant
By:
Title:

DEFENDANT THE VERANDA SUPER, LLC

Dated: March 8, 2024 | 11:16 AM PST, 2024

DocuSigned by:
Edmondo Sarti
E6817C918E7D455...
The Veranda Super, LLC, Defendant
By:
Title:

DEFENDANT 5399 PROSPECT ROAD, LLC

Dated: March 8, 2024 | 11:16 AM PST, 2024

DocuSigned by:
Edmondo Sarti
E6817C918E7D455...
5399 Prospect Road, LLC, Defendant
By:
Title:

DEFENDANT SUPER EMERYVILLE, LLC

Dated: March 8, 2024 | 11:16 AM PST, 2024

DocuSigned by:
Edmondo Sarti
E6817C918E7D455...
Super Emeryville, LLC, Defendant
By:
Title:

DEFENDANT DBURGER, LLC

Dated: March 8, 2024 | 11:16 AM PST, 2024

DocuSigned by:
Edmondo Sarti
E6817C918E7D455...
DBurger, LLC, Defendant
By:
Title:

///

DEFENDANT METBURGER, LLC

Dated: March 8, 2024 | 11:16 AM PST, 2024

DocuSigned by:
Edmondo Sarti
E6817C918E7D455...
MetBurger, LLC, Defendant
By:
Title:

DEFENDANT SUPER NOVATO, LLC

Dated: March 8, 2024 | 11:16 AM PST, 2024

DocuSigned by:
Edmondo Sarti
E6817C918E7D455...
Super Novato, LLC, Defendant
By:
Title:

DEFENDANT SUPER LOS GATOS, LLC

Dated: March 8, 2024 | 11:16 AM PST, 2024

DocuSigned by:
Edmondo Sarti
E6817C918E7D455...
Super Los Gatos, LLC, Defendant
By:
Title:

DEFENDANT KBURGER, LLC

Dated: March 8, 2024 | 11:16 AM PST, 2024

DocuSigned by:
Edmondo Sarti
E6817C918E7D455...
KBurger, LLC, Defendant
By:
Title:

DEFENDANT ADRIANO PAGANINI

Dated: March 11, 2024 | 10:21 AM PDT, 2024

DocuSigned by:

3CA831F390E7426...
Adriano Paganini, Defendant

DEFENDANT EDMONDO SARTI

Dated: March 8, 2024 | 11:16 AM PST, 2024

DocuSigned by:
Edmondo Sarti
E6817C918E7D455...
Edmondo Sarti, Defendant

///

///

1 **AGREED AS TO FORM:**

2 Dated: April 3, 2024

LAWYERS *for* JUSTICE, PC

3 By: 
4 _____

5 Joanna Ghosh
6 Vartan Madoyan
7 *Attorneys for Plaintiffs*

8 Dated: _____, 2024

GORDON REES SCULLY MANSUKHANI, LLP

9 By: _____

10 Marie Trimble Holvick
11 Matthew Wayne
12 *Attorneys for Defendants*

1 **AGREED AS TO FORM:**

2 Dated: _____, 2024

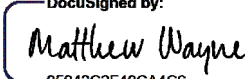
LAWYERS for JUSTICE, PC

3
4 By: _____

5 Joanna Ghosh
6 Vartan Madoyan
7 *Attorneys for Plaintiffs*

8 Dated: March 4, 2024 | 9:51 AM PST
9 _____, 2024

GORDON REES SCULLY MANSUKHANI, LLP

10 By:  _____
11 05042G2F40CA4C6...

12 Marie Trimble Holvick
13 Matthew Wayne
14 *Attorneys for Defendants*

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

JCCP Case No. 5249 Super Duper Burgers Wage and Hour Cases

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendants' records indicate that you are a current or former employee of a Super Duper Burgers restaurant in California between September 16, 2015 through [date of Preliminary Approval], and a class action settlement described in this letter may affect your rights. You may be eligible to take part in the class action settlement reached in the above-referenced cases.

You do not need to take any action to receive a settlement payment and, unless you request to be excluded from the settlement, your legal rights may be affected.

This Class Notice is designed to advise you of your rights and options, and how you can request to be excluded from the class settlement, object to the class settlement, and/or dispute the number of Workweeks that you are credited with, if you so choose.

A court authorized this notice. This is not a solicitation from a lawyer.

WHY YOU ARE GETTING THIS NOTICE : A class action settlement has been reached between Plaintiff Erickson Martinez ("Plaintiff Martinez") and Defendants Back of the House, Inc.; EBurger, LLC; JBurger, LLC; Mission 98 Super, LLC; MBurger, LLC; 2355 Telegraph Ave, LLC; The Veranda Super, LLC; 5399 Prospect Road, LLC; Super Emeryville, LLC; DBurger, LLC; MetBurger, LLC; Super Novato, LLC; Super Los Gatos, LLC; KBurger, LLC; Adriano Paganini; and Edmondo Sarti (together, "Defendants") (Plaintiff Martinez and Defendants are collectively referred to as the "Parties") in the class action cases, which have been coordinated under Judicial Council Coordination Proceeding No. 5249 (Superior Court of California, County of San Francisco Case No. CJC-22-005249): *Erickson Martinez v. Back of the House, Inc., et al.*, Case No. CGC-21-594380 pending in the Superior Court of the State of California, County of San Francisco; *Erickson Martinez v. Back of the House, Inc., et al.*, Case No. RG21113642 pending in the Superior Court of the State of California, County of Alameda; and *Magaly Olayo Lopez v. Back of the House, Inc., et al.*, Case No. CGC-19-579264 pending in the Superior Court of the State of California, County of San Francisco (together, the "Actions"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" all current and former hourly-paid or non-exempt employees who worked for any of the Defendants or Employers at a Super Duper Burgers restaurant within the State of California at any time during the Class Period, except for those employees who have already entered into releases of the claims asserted in the Actions prior to October 19, 2023.

"Class Member" means a member of the Class.

"Class Period" means the time period from September 16, 2015 through [date of Preliminary Approval].

"PAGA Group Member(s)" means all current and former hourly-paid or non-exempt employees who worked for any of the Defendants or Employers at a Super Duper Burgers restaurant within the State of California at any time during the PAGA Period, except for those employees who have already entered into releases of the claims asserted in the Actions prior to October 19, 2023.

"PAGA Period" means the period from May 17, 2018 through [date of Preliminary Approval].

II. BACKGROUND OF THE ACTIONS

On September 16, 2019, Plaintiff Magaly Olayoy Lopez (“Plaintiff Lopez”) filed a Class Action Complaint (“*Lopez* Complaint”) against Defendants Back of the House, Inc., Mission 98 Super, LLC, MBurger, LLC, and JBurger, LLC in the Superior Court of the State of California for the County of San Francisco, Case No. CGC-19-579264. On December 19, 2019, Defendants Back of the House, Inc., Mission 98 Super, LLC, MBurger, LLC, and JBurger, LLC filed an Answer to the *Lopez* Complaint. On July 16, 2020, Plaintiff Lopez filed an Amendment to the *Lopez* Complaint, thereby adding the following additional Defendants: 2355 Telegraph Ave, LLC; The Veranda Super, LLC; 5399 Prospect Road, LLC; Super Emeryville, LLC; DBurger, LLC; EBurger, LLC; MetBurger, LLC; Super Novato, LLC; Super Los Gatos, LLC; and KBurger, LLC. On December 14, 2020, Defendants 2355 Telegraph Ave, LLC; The Veranda Super, LLC; 5399 Prospect Road, LLC; Super Emeryville, LLC; DBurger, LLC; EBurger, LLC; MetBurger, LLC; Super Novato, LLC; Super Los Gatos, LLC; and KBurger, LLC filed an Answer to the *Lopez* Complaint.

On August 9, 2021, Plaintiff Martinez filed a Class Action Complaint for Damages (“Martinez Class Complaint”) against Defendants Back of the House, Inc., EBurger, LLC, and JBurger, LLC in the Superior Court of the State of California for the County of San Francisco, Case No. CGC-21-594380. (“*Martinez* Class Action”) On September 22, 2021, Plaintiff Martinez filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. against Defendants Back of the House, Inc., EBurger, LLC, Adriano Paganini, and Edmondo Sarti for penalties under the California Private Attorneys General Act in the Superior Court of the State of California for the County of Alameda, Case No. RG21113642. (“*Martinez* PAGA Action”). On December 3, 2021, Defendants Back of the House, Inc., EBurger, LLC, and JBurger, LLC filed an Answer to the Martinez Class Action Complaint. On December 3, 2021, Defendants Back of the House, Inc., EBurger, LLC, Adriano Paganini, and Edmondo Sarti filed an Answer to the *Martinez* PAGA Complaint.

On September 15, 2022, the Court entered the Order Granting Petition for Coordination, thereby coordinating the *Lopez* Action, *Martinez* Class Action, and *Martinez* PAGA Action in the coordinated proceeding entitled Super Duper Burgers Wage and Hour Cases in the Superior Court of the State of California for the County of San Francisco, Case No. CJC-22-005249 and Judicial Council Coordination Proceeding No. 5249 (i.e., Action).

On January 13, 2023, Plaintiff Martinez and Plaintiff Lopez filed the Consolidated Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (“Operative Complaint”) against Defendants in the Action. On March 17, 2023, Defendants filed an Answer to the Operative Complaint.

Plaintiffs allege that Defendants failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide compliant wage statements, keep requisite payroll records, reimburse business expenses, and thereby engaged in unfair business practices in violation of California Business and Professions Code section 17200, *et seq.* Plaintiffs seek, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys’ fees and costs.

Defendants deny all of the allegations in the Actions and deny that they violated any laws.

After investigation and analysis of the claims, the Parties engaged in good faith, arm’s-length negotiations, and, as a result, the Parties reached a settlement. The Parties have since entered into the Joint Stipulation of Class Action and PAGA Settlement Agreement and Release (“Agreement,” “Settlement” or “Settlement Agreement”).

On [date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed [Administrator], as the administrator of the Settlement (“Settlement Administrator”), Plaintiff Erickson Martinez representatives of the Class (“Class Representatives”), and the following counsel as counsel for the Class (“Class Counsel”):

Edwin Aiwazian, Esq.
Arby Aiwazian, Esq.
Joanna Ghosh, Esq.
Vartan Madoyan, Esq.
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

If you are a Class Member, you do not need to take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Sections III and IV below.

Because this Settlement resolves claims brought pursuant to PAGA by Plaintiffs acting as a representative and as a Private Attorney General of and for the State of California and the Labor and Workforce Development Agency (“LWDA”), a PAGA Group Member cannot opt out of the release of the claims for PAGA civil penalties set forth in the Settlement Agreement. All PAGA Group Members will release the Released PAGA Claims, and will be paid their respective shares of the PAGA Fund.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended to or will be construed as an admission by Defendants that the claims in the Actions have merit or that Defendants have any liability to Plaintiffs, Class Members, and PAGA Group Members. Plaintiff Martinez and Defendants, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members. The Court has made no ruling on the merits of the claims asserted in the Actions and has determined only that certification of the Class for settlement purposes is appropriate under California law.

Defendants maintain that they complied at all times with California law, and denies that they did anything wrong. Defendants disputed and still dispute the claims made against them.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is Eight Hundred Thousand Dollars and Zero Cents (\$800,000.00) (the “Gross Settlement Amount”). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Amount less the following payments, which are subject to approval by the Court: (1) attorneys’ fees in an amount not to exceed one-third (1/3) of the Gross Settlement Amount (which is presently estimated to be \$266,666.67) and reimbursement of litigation costs and expenses in an amount not to exceed Fifteen Thousand Dollars (\$15,000.00) (together, “Class Counsel Fees Payment and Litigation Expenses Payment”) to Class Counsel; (2) Service Payment in an amount up to Ten Thousand Dollars (\$10,000) to Plaintiff Martinez for his services in the Actions; (3) Fifty Thousand (\$50,000.00) (“PAGA Payment”), with Seventy-Five Percent (75%) or Thirty-Seven Thousand Five Hundred Dollars and Zero Cents (\$37,500.00) of the PAGA Settlement Amount to be paid to the LWDA (“LWDA Payment”) and Twenty-Five Percent (25%) or Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00) (“PAGA Group Member Amount”) to be paid to PAGA Group Members; and (4) Settlement Administration Expenses in an amount not to exceed Thirty Thousand Dollars (\$30,000.00), to the Settlement Administrator.

Class Members are entitled to receive payment under the Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of Workweeks each Class Member worked in an hourly-paid or non-exempt position at a Super Duper Burgers restaurant during the Class Period, excluding periods of time when Class Members’ employment were separated or the businesses were closed based on COVID-19 related closures (“Workweeks”).

The Settlement Administrator has divided the Net Settlement Amount by the total number of Workweeks of all Class Members during the Class Period to yield the “Estimated Workweek Value,” and multiplied each Class Member’s individual Workweeks during the Class Period by the Estimated Workweek Value to yield his or her estimated Individual Settlement Share that he or she may be eligible to receive under the Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion (“Participating Class Members”) will be issued their payment of their final Individual Settlement Share.

Similarly, PAGA Group Members are entitled to receive payment under the Settlement of their *pro rata* share of the PAGA Group Member Amount (“Individual PAGA Payment”) based on the number of Workweeks each PAGA Group Member worked in an hourly-paid or non-exempt position at a Super Duper Burgers restaurant during the PAGA Period, excluding periods of time when PAGA Group Members’ employment were separated or the businesses were closed based on COVID-19 related closures.

The Settlement Administrator will divide the PAGA Group Member Amount by the Workweeks of all PAGA Group Members during the PAGA Period to yield the “PAGA Workweek Value”, and multiply each PAGA Group Members’ individual Workweeks during the PAGA Period by the PAGA Workweek Value to yield his or her Individual PAGA Payment that he or she is eligible to receive under the Settlement.

Each Individual Settlement Share will be allocated as twenty percent (20%) wages, which will be reported on an IRS Form W-2, and eighty percent (80%) penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099, if applicable. Each Individual Settlement Share shall be subject to reduction for the employee’s share of payroll taxes due on the wages portion of the Individual Settlement Share. The employer’s share of payroll taxes and contributions in connection with the wages portion of the Individual Settlement Shares (“Employer Taxes”) will be paid by Defendants separately and in addition to the Gross Settlement Amount.

Any payment for an Individual PAGA Payment will be allocated as one hundred percent (100%) penalties and will be reported on an IRS Form-1099, if necessary; the Settlement Administrator will not undertake any withholding with respect to the Individual PAGA Payment.

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Participating Class Members and PAGA Group Members at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure your receipt of payment that you may be entitled to under the Settlement.**

B. Your Workweeks Based on Defendants’ Records

According to Defendants’ records:

From September 16, 2015 through [date of Preliminary Approval] (i.e., Class Period), you are credited as having worked [] Workweeks.

If you wish to dispute the Workweeks credited to you, you must submit a written dispute (“Workweeks Dispute”), which must: (1) contain the case name and number of the Action; (2) state your full name, address, telephone number, and last four digits of your Social Security number; (3) be signed by you; (4) clearly state that you dispute the number of Workweeks credited to you and state the number of Workweeks you believe are correct; and (5) attach any documentation to support the dispute; and (6) is returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **no later than [Response Deadline]**.

C. Your Estimated Individual Settlement Payment

As explained above, your estimated Individual Settlement Payment is based on the number of Workweeks credited to you.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$[]. The Individual Settlement Share is subject to reduction for the employee’s

share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share.

The settlement approval process may take multiple months. Your Individual Settlement Payment reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment may be higher or lower. Payments will be distributed only after the Court grants final approval of the Settlement, and after the Settlement goes into effect.

D. Released Claims

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff Martinez, all Class Members who have not submitted a timely and valid Request for Exclusion (i.e., Participating Class Members), and the State of California with respect to PAGA Group Members and PAGA Group Members will be deemed to have fully, finally and forever released settled, compromised, relinquished, discharged all Released Parties of any and all Released Class Claims and Released PAGA Claims. The Parties agree that the judgment, and release of claims provided herein, shall have *res judicata* effect. The definition of Released Class Claims shall not be limited in any way by the possibility that Plaintiff Martinez or Participating Class Members may discover new facts or legal theories or legal arguments not alleged in the operative pleadings in the Actions but which might serve as an alternative basis for pursuing the same claims, causes of action, or legal theories of relief falling within the definition of Released Class Claims

“Released Class Claims” means any and all claims, rights, demands, liabilities, and causes of action of any nature or description, under state, federal, or local law, that were alleged in the operative complaint in the Actions, or reasonably could have been alleged based on the factual allegations contained in the operative complaint in the Actions, arising during the Class Period, including claims for failure to pay all wages due (including minimum, regular, and overtime wages), failure to provide proper meal periods and to properly provide associated premium pay, failure to provide proper rest periods and associated premium pay, failure to pay all wages timely at the time of termination, failure to pay all wages timely during employment, failure to provide compliant wage statements, failure to keep requisite payroll records, and failure to indemnify necessary business expenses, in violation of California Labor Code §§ 201, 202, 203, 204, 218.5, 218.6, 226, 226.7, 510, 512, 1174, 1194, 1197, 1197.1, 1198, 2800 and 2802 and Industrial Welfare Commission Wage Orders Nos. 4-2001, 5-2001, and 7-2001, unfair business practices in violation of California Business & Professions Code § 17200 et seq. based on the aforementioned, and all damages, penalties, interest, and other amounts recoverable under the aforementioned claims, causes of action, or legal theories of relief. Plaintiff Martinez and Participating Class Members will release Defendants and the Released Parties from all remedies that could be claimed in connection with the Released Class Claims including but not limited to, statutory, constitutional, contractual damages, unpaid costs, penalties, punitive damages, interest, attorneys’ fees, litigation costs, restitution, and equitable relief.

“Released PAGA Claims” means any and all causes of action that were alleged in the operative complaint in the Actions and Plaintiff Martinez and Plaintiff Lopez’s LWDA Letters, or reasonably could have been alleged based on the factual allegations contained in the operative complaint in the Actions and Plaintiff Martinez and Plaintiff Lopez’s LWDA Letters, arising during the PAGA Period, for civil penalties pursuant to the Private Attorneys General Act, California Labor Code § 2698, et seq., for Defendants’ alleged failure to pay all wages due (including minimum, regular, and overtime wages), failure to provide proper meal periods and to properly provide associated premium pay, failure to provide proper rest periods and associated premium pay, failure to pay all wages timely at the time of termination, failure to pay all wages timely during employment, failure to provide compliant wage statements, failure to keep requisite payroll records, and failure to indemnify necessary business expenses, in violation of California Labor Code §§ 201, 202, 203, 204, 218.5, 218.6, 226, 226.7, 510, 512, 1174, 1194, 1197, 1197.1, 1198, 2800 and 2802 and Industrial Welfare Commission Wage Orders Nos. 4-2001, 5-2001, and 7-2001.

“Released Parties” means Back of the House, Inc., EBurger, LLC, JBurger, LLC, Mission 98 Super, LLC, MBurger, LLC, 2355 Telegraph Ave, LLC, The Veranda Super, LLC, 5399 Prospect Road, LLC, Super Emeryville, LLC, DBurger, LLC, MetBurger, LLC, Super Novato, LLC, Super Los Gatos, LLC, KBurger, LLC, 117 New Montgomery, LLC, 3401 California Street, LLC, Super Napa, LLC, Super Serramonte, LLC, Geary Mas, LLC, Adriano Paganini, and Edmondo Sarti, and each of their past, present and/or future parent companies, partners, subsidiaries, affiliates, divisions, related companies, successors, and predecessors, as well as their respective past,

present and future owners, officers, directors, shareholders, employees, agents, members, managers, principals, representatives, accountants, auditors, consultants, insurers and reinsurers, investors, lenders, administrators, company-sponsored employee benefit plans, assigns, joint venturers, and attorneys, both individually and in their official capacities, as well as all persons acting by, through, under, or in concert with any of these persons or entities.

E. Class Counsel Fees Payment and Litigation Expenses Payment to Class Counsel

Class Counsel will seek attorneys' fees in an amount of up to one-third (1/3) of the Gross Settlement Amount (which is presently estimated to be \$266,666.67) and reimbursement of litigation costs and expenses in an amount of up to Fifteen Thousand Dollars (\$15,000.00), subject to approval by the Court. All Class Counsel Fees Payment and Litigation Expenses Payment granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Actions on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

As a Class Member, you will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney's fees and expenses

F. Service Payment to Plaintiff Martinez

Plaintiff Martinez will seek the amount of Ten Thousand Dollars (\$10,000) ("Service Payment"), in recognition of his services in connection with the Actions. The Service Payment will be paid from the Gross Settlement Amount, subject to approval by the Court, and, if awarded, will be paid to Plaintiff Martinez in addition to any payment he is entitled to under the Settlement.

G. Settlement Administration Expenses to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Thirty Thousand Dollars (\$30,000.00) ("Settlement Administration Expenses") for the costs of the notice and settlement administration process, including but not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, objections, and Workweeks Disputes, calculating Individual Settlement Shares, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. If You Do Nothing, You Will Participate in the Settlement

If you want to participate in the Settlement and receive money from the Settlement, you do not have to do anything. You will automatically be included in the Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Settlement.

You will be bound by the terms of the Settlement and any judgment that may be entered by the Court based thereon, and you will be deemed to have released the Released Class Claims described in Section III.D above.

B. Request Exclusion from the Class Settlement, You Will Not Participate in the Class Settlement

If you do not wish to participate in the Class Settlement, you must submit a written request ("Request for Exclusion"), that must: (1) contain the case name and number of the Action; (2) state your full name, address, telephone number, and last four digits of your Social Security number; (3) be signed by you; and (4) clearly state that the you request to be excluded from the Class Settlement (5) be returned by mail to the Settlement Administrator, postmarked **no later than [Response Deadline]** at the following address:

[Settlement Administrator]

[Address]

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion from the Class Settlement will not be entitled to receive an Individual Settlement Payment from the Class Settlement, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a Request for Exclusion will be deemed Participating Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of Released Class Claims described in Section III.D above, as well as the contemplated judgment to be entered by the Court, if the Court grants final approval of the Settlement. If you submit a timely and valid Request for Exclusion will retain your right to pursue your claims against in a separate action/proceeding.

PAGA Group Members may not opt-out of the PAGA Settlement and will still be paid their respective share of the PAGA Group Member Amount.

C. If You Object to the Class Settlement, You Remain Part of the Class and Participate in the Class Settlement

You may object to the terms of the Class Settlement only if you have not submitted a Request for Exclusion from the Class Settlement, by submitting either a written objection to the Settlement Administrator (“Objection”) or presenting your objection orally at the Final Approval Hearing, without any prior notice. You may not object to the Class Settlement if you submitted a Request for Exclusion from the Class Settlement (i.e., you **may not** submit **both** a Request for Exclusion **and** an Objection). If you submit **both** a Request for Exclusion **and** an Objection, the Settlement Administrator will honor the submission that is received **first** and disregard the other.

A written objection must either be submitted orally at the Final Approval Hearing or, if submitted in writing prior to the Final Approval Hearing, must: (1) contain the case name and number of the Action; (2) state your full name, address, telephone number, and last four digits of your Social Security number; (3) be signed by you; (4) clearly set forth the grounds for the objection; (5) attach any documentation that the objection is based upon; and (6) identify any counsel representing you with respect to the objection; and (7) be returned by mail to the Settlement Administrator at the address listed in Section IV.B above, postmarked **no later than** **Response Deadline**.

If the Court rejects your Objection, you are still entitled to participate in the Settlement.

DEFENDANTS WILL NOT RETALIATE AGAINST ANY CLASS MEMBER FOR EXERCISING ANY OF THEIR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 304 of the San Francisco County Superior Court, located at 400 McAllister St., San Francisco, California 94102, on **[date]** at **[time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Class Counsel Fees Payment and Litigation Expenses Payment to Class Counsel, Service Payment to Plaintiff Martinez, and Settlement Administration Expenses to the Settlement Administrator.

The hearing may be continued without further notice to the Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

You can find information about appearing remotely through CourtCall online at: <https://courtcall.com/schedule/>.

Please note, due to COVID-19, there are limitations on personal appearances, but telephonic appearances are available. You can visit the Court’s website for the most up-to-date information regarding the impact of COVID-19 on the operations of the Court and any requirements that may apply for accessing Court facilities: <https://sf.courts.ca.gov/>. Please note, there may be deadlines to reserve a remote appearance and reservation fees or charges may apply.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

You may view the Settlement Agreement and documents filed in the Actions for free by visiting the civil clerk's office, located at 400 McAllister St., Room 103, San Francisco, California 94102, during business hours, or online by visiting the following website: <https://sf.courts.ca.gov/online-services/case-information>, clicking "Access Now" under Case Query and typing in the Court Case Number "CJC-22-005249."

PLEASE DO NOT TELEPHONE THE COURT, THE JUDGE, OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.