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16
 17 SUPERIOR COURT OF THE STATE OF CALIFORNIA
 18 FOR THE COUNTY OF CONTRA COSTA - WAKEFIELD TAYLOR COURTHOUSE
 19

20 ISMAIL ALAMMARI, individually and on
 behalf of all others similarly situated,

21 Plaintiff,

22 v.

23 OCEAN CITIES PIZZA, INC., a California
 24 corporation, HOME COUNTY PIZZA,
 INC., a California corporation; HISHMEH
 25 ENTERPRISES, INC., a California
 corporation; CENTRAL CITIES PIZZA,
 26 INC., a California corporation; DOES 1-100,
 inclusive,

27 Defendants.
 28

CASE NO.: MSC19-02640
[Unlimited Jurisdiction]

**JOINT STIPULATION OF CLASS ACTION
 AND PAGA SETTLEMENT AND RELEASE**

*Assigned for all purposes to the
 Honorable Charles S. Treat, Dept. 42*

Complaint Filed: December 18, 2019
 FAC Filed: February 25, 2020
 Trial Date: None set.

JOINT STIPULATION OF CLASS AND PAGA SETTLEMENT AND RELEASE

ERROR! UNKNOWN DOCUMENT PROPERTY NAME.

IT IS HEREBY STIPULATED, by and between Plaintiffs ISMAIL ALAMMARI (“Alammari”) and JEREMY D’AMBROSIO (“D’Ambrosio”) as representatives of all Class Members and Aggrieved Employees defined below, and Defendants OCEAN CITIES PIZZA, INC. (“OCP”), HOME COUNTY PIZZA, INC. (“HCP”), CENTRAL CITIES PIZZA, INC. (“CCP”), HISHMEH ENTERPRISES, INC., and TEAM SO CAL, INC. (collectively, “Defendants”) (Plaintiffs and Defendants are referred to collectively herein, as the “Parties”), and subject to the approval of the Court, the lawsuits filed in Contra Costa Superior Court, *Ismail Alammari, et al. v. Ocean Cities Pizza, Inc. et al.*, Case No. CIVMSC19-02640 and in Ventura Superior Court, *Jeremy D’Ambrosio v. Ocean Cities Pizza, Inc. et al.*, Case No. 56-2021-00559135-CU-OE-VTA (collectively, the “Action”) are hereby compromised and settled pursuant to the terms and conditions set forth in this Joint Stipulation of Class Action and PAGA Settlement and Release (“Agreement,” “Settlement,” or “Stipulation of Settlement”) and that the Court shall make and enter judgment, subject to the continuing jurisdiction of the Court as set forth below, and subject to the definitions, recitals, and terms set forth herein which by this reference become an integral part of this Stipulation of Settlement.

1. DEFINITIONS.

1.1. “Action” means the Plaintiff Alammari’s lawsuit alleging wage and hour violations against Defendants captioned *Ismail Alammari, et al. v. Ocean Cities Pizza, Inc. et al.*, Contra Costa Superior Court Case No. CIVMSC19-02640 initiated on December 18, 2019 and pending in Superior Court of the State of California, County of Contra Costa; and Plaintiff D’Ambrosio’s lawsuit alleging wage and hour violations against Defendants captioned *Jeremy D’Ambrosio v. Ocean Cities Pizza, Inc. et al.*, Ventura Superior Court Case No. 56-2021-00559135-CU-OE-VTA initiated on October 21, 2021 and pending in Superior Court of the State of California, County of Ventura.

1.2. “Administrator” means CPT Group, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in

1 accordance with the Administrator's "not to exceed" bid submitted to the Court in connection
2 with Preliminary Approval of the Settlement.

3 1.4. "Aggrieved Employee" means all current and former non-exempt or hourly paid
4 employees of Defendants that have worked for any one of the Defendants in the State of
5 California at any time during the PAGA Period.

6 1.5. "Class" means all current and former non-exempt or hourly paid employees of
7 Defendants that have worked for any one of the Defendants in the State of California at any time
8 during the Class Period.

9 1.6. "Class Counsel" means Chantal Payton and Rayne Brown of Payton Employment
10 Law, PC; Ilya Filmus of Infinity Law Group LLP; and Raul Perez and Orlando Villalba of
11 Capstone Law APC.

12 1.7. "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment"
13 mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys' fees
14 and expenses, respectively, incurred to prosecute the Action.

15 1.8. "Class Data" means Class Member identifying information in Defendants'
16 possession including the Class Member's name, last-known mailing address, Social Security
17 number, and number of Class Period Workweeks and PAGA Pay Periods and/or dates of
18 employment.

19 1.9. "Class Member" or "Settlement Class Member" means a member of the Class, as
20 either a Participating Class Member or Non-Participating Class Member (including a Non-
21 Participating Class Member who qualifies as an Aggrieved Employee).

22 1.10. "Class Member Address Search" means the Administrator's investigation and
23 search for current Class Member mailing addresses using all reasonably available sources,
24 methods and means including, but not limited to, the National Change of Address database, skip
25 traces, and direct contact by the Administrator with Class Members.

26 1.11. "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION
27 SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to
28 Class Members in English in the form.

1.12. “Class Period” means the period from June 24, 2016 to November 29, 2023.

1.13. “Class Representatives” means the named Plaintiffs.

1.14. “Class Representative Service Payments” means the payments to the Class Representatives for initiating the Action and providing services in support of the Action.

1.15. “Court” means the Superior Court of California, County of Contra Costa

1.16. “Defendants” means named Defendants OCEAN CITIES PIZZA, INC. (“OCP”), HOME COUNTY PIZZA, INC. (“HCP”), CENTRAL CITIES PIZZA, INC. (“CCP”), HISHMEH ENTERPRISES, INC., and TEAM SO CAL, INC.

1.17. “Defense Counsel” means Lonnie Giamela and Joel Moon of Fisher & Phillips LLP.

1.18. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.19. “Final Approval” means the Court’s order granting final approval of the Settlement.

1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

1.21. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

1.22. “Gross Settlement Amount” means Two Million Eight Hundred Seventy-Five Thousand Dollars and Zero Cents (\$2,875,000.00) which is the total amount Defendants agree to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service

1 Payments, and the Administrator's Expenses.

2 1.23. "Individual Class Payment" means the Participating Class Member's pro rata
3 share of the Net Settlement Amount calculated according to the number of Workweeks worked
4 during the Class Period.

5 1.24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of
6 25% of the PAGA Penalties calculated according to the number of pay periods worked during
7 the PAGA Period.

8 1.25. "Judgment" means the judgment entered by the Court based upon the Final
9 Approval.

10 1.26. "LWDA" means the California Labor and Workforce Development Agency, the
11 agency entitled, under Labor Code section 2699, subd. (i).

12 1.27. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the
13 LWDA under Labor Code section 2699, subd. (i).

14 1.28. "Net Settlement Amount" means the Gross Settlement Amount, less the following
15 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA
16 Payment, Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel
17 Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be
18 paid to Participating Class Members as Individual Class Payments.

19 1.29. "Non-Participating Class Member" means any Class Member who opts out of the
20 Settlement by sending the Administrator a valid and timely Request for Exclusion.

21 1.30. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee
22 worked for Defendants for at least one day during the PAGA Period.

23 1.31. "PAGA Period" means the period from December 16, 2018 to November 29,
24 2023.

25 1.32. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

26 1.33. "PAGA Notice" means Plaintiff Alammari's December 16, 2019 letter to
27 Defendants and the LWDA and Plaintiff D'Ambrosio's August 12, 2021 letter to Defendants and
28 the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.34. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$62,500) and the 75% to LWDA (\$187,500) in settlement of PAGA claims.

1.35. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.36. "Plaintiffs" means Ismail Alammari and Jeremy D'Ambrosio, the named plaintiffs in the Action.

1.37. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.

1.38. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.

1.39. "Released Class Claims" means the claims being released as described in Paragraph 6.2 below.

1.40. "Released PAGA Claims" means the claims being released as described in Paragraph 6.2 below.

1.41. "Released Parties" means: Defendants, and any past and present owners, officers, directors, shareholders, unit holders, managers, employees, agents, principals, heirs, representatives, accountants, auditors, attorneys, insurers, franchisors, consultants, and their respective successors and predecessors in interest, subsidiaries, affiliates, and parents of Defendants, as well as any individual or entity that could be alleged to be jointly liable with Defendants.

1.42. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.43. "Response Deadline" means sixty (60) calendar days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional

1 14 calendar days beyond when the Response Deadline has expired.

2 1.44. "Settlement" means the disposition of the Action effected by this Agreement and
3 the Judgment.

4 1.45. "Workweek" means any week during which a Class Member worked for
5 Defendants for at least one day, during the Class Period. All Class Members will be deemed to
6 have worked during at least one Workweek during the Class Period.

7 **2. RECITALS.**

8 2.1. On December 18, 2019, Plaintiff Alammari filed a putative class action and
9 PAGA Complaint, individually and as the Class Action Representative on behalf of all "similarly
10 situated" individuals who have worked for Defendants in California, any time from four years
11 prior to the filing of the complaint through the resolution of the action, in Contra Costa County
12 Superior Court, Case No. MSC19-02640. On February 24, 2020, Plaintiff Alammari filed a First
13 Amended Complaint that alleged ten causes of action, including (1) Failure to Pay Overtime
14 Wages; (2) Failure to Pay Minimum Wages; (3) Liquidated Damages; (4) Failure to Provide
15 Accurate Wage Statements; (5) Failure to Pay Final Wages; (6) Failure to Provide Meal Periods;
16 (7) Failure to Provide Rest Periods; (8) Failure to Reimburse Business Expenses; (9) Unfair
17 Business Practices; (10) and PAGA penalties.

18 On October 21, 2021, Plaintiff D'Ambrosio filed a PAGA Complaint against Defendants.
19 Plaintiff Alammari's First Amended Complaint and Plaintiff D'Ambrosio's Complaint are
20 collectively the operative complaint in the Action (the "Operative Complaint.") Defendants deny
21 the allegations in the Operative Complaint, deny any failure to comply with the laws identified
22 in in the Operative Complaint and deny any and all liability for any and all of the causes of action
23 alleged therein.

24 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs gave timely written
25 notice to Defendants and the LWDA by sending the PAGA Notice.

26 2.3. On April 27, 2023, the Parties participated in an all-day mediation presided over
27 by Marc J. Feder, which led to this Agreement to settle the Action.

28 2.4. Prior to mediation, Plaintiffs obtained, through informal discovery, information,

documents and sampling data with respect to the alleged Class and PAGA members. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

2.5. The Court has not granted class certification.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendants promise to pay Two Million Eight Hundred Seventy-Five Thousand Dollars and Zero Cents (\$2,875,000.00) and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To Plaintiffs: Class Representative Service Payments to the Class Representatives of not more than Ten Thousand Dollars and Zero Cents (\$10,000), each (in addition to any Individual Class Payments and any Individual PAGA Payments the Class Representatives are entitled to receive as Participating Class Members). Defendants will not oppose Plaintiffs' requests for Class Representative Service Payments that do not exceed these amounts. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval of the Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves Class Representative Service Payments that are less than the amounts requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class

Representative Service Payments using IRS Forms 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payments.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 35%, which is currently estimated to be \$1,006,250.00 and a Class Counsel Litigation Expenses Payment of not more than \$60,000.00. Defendants will not oppose requests for these payments provided that do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$33,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$33,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks. All Participating Class Members will be deemed to have worked during at least one Workweek during the Class Period.

3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage

claims (the “Wage Portion”). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The 80% of each Participating Class Member’s Individual Class Payment will be allocated to settlement of claims for interest and penalties (the “Non-Wage Portion”). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$250,000.000 to be paid from the Gross Settlement Amount, with 75% (\$187,500.00) allocated to the LWDA PAGA Payment and 25% (\$62,500.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties \$62,500.00 by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee’s PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. All Aggrieved Employees will be deemed to have worked during at least one PAGA Period Pay Period during the PAGA Period.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date prior to mediation, Defendants estimated that there were approximately 7,703 Class Members who collectively worked a total of approximately 325,642 Workweeks, and

1 approximately 5,325 Aggrieved Employees who worked a total approximately 112,116 PAGA
2 Pay Periods from the Class and PAGA start periods through approximately April 26, 2023.

3 4.2. Class Data. Not later than 15 calendar days after the Court grants Preliminary
4 Approval of the Settlement, Defendants will deliver the Class Data to the Administrator, in the
5 form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the
6 Administrator must maintain the Class Data in confidence, use the Class Data only for purposes
7 of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator
8 employees who need access to the Class Data to effect and perform under this Agreement.
9 Defendants have a continuing duty to immediately notify Class Counsel if it discovers that the
10 Class Data omitted class member identifying information and to provide corrected or updated
11 Class Data as soon as reasonably feasible. Without any extension of the deadline by which
12 Defendants must send the Class Data to the Administrator, the Parties and their counsel will
13 expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related
14 to missing or omitted Class Data.

15 4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross
16 Settlement Amount, and also fund the amounts necessary to fully pay Defendants' share of
17 payroll taxes by transmitting the funds to the Administrator no later than 30 calendar days after
18 the Effective Date.

19 4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendants
20 funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class
21 Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration
22 Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses
23 Payment, and the Class Representative Service Payments. Disbursement of the Class Counsel
24 Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative
25 Service Payments shall not precede disbursement of Individual Class Payments and Individual
26 PAGA Payments.

27 4.4.1. The Administrator will issue checks for the Individual Class Payments
28 and/or Individual PAGA Payments and send them to the Class Members via First Class U.S.

Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to The State Bar of California's Justice Gap Fund ("Cy Pres Recipient") consistent with Code of Civil Procedure Section 384, subd. (b). The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.

4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in

1 this Agreement.

2 **6. RELEASES OF CLAIMS.** Effective on the date when Defendants fully fund the entire
3 Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the
4 Individual Class Payments, Plaintiffs, Class Members, and Class Counsel will release claims
5 against all Released Parties as follows:

6 6.1 Plaintiffs' Releases. Plaintiffs and their respective former and present spouses,
7 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release
8 and discharge Released Parties from all claims, transactions, or occurrences that occurred during
9 the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have
10 been, alleged, based on the facts contained, in the Operative Complaint and in the Action,
11 including, but not limited to (1) Failure to Pay Overtime Wages; (2) Failure to Pay Minimum
12 Wages; (3) Liquidated Damages; (4) Failure to Provide Accurate Wage Statements; (5) Failure
13 to Pay Final Wages; (6) Failure to Provide Meal Periods; (7) Failure to Provide Rest Periods; (8)
14 Failure to Reimburse Business Expenses; (9) Unfair Business Practices; (10) and PAGA
15 penalties, as well as claims under California Labor Code §§ 201, 202, 203, 204, 210, 218.5,
16 218.6, 221, 226(a), 226.3, 226.7, 256, 510, 512, 516, 558(a), 1174, 1174.5, 1175, 1182.12, 1194,
17 1194.2, 1197, 1197.1, 1198, 1199, 2810.5, and 2802, IWC Wage Order No. 5-2001, and
18 California Business and Professions Code section 17200, et seq., and (b) all PAGA claims that
19 were, or reasonably could have been, alleged based on facts contained in the Operative
20 Complaint, Plaintiffs' PAGA Notice, or ascertained during the Action and released under 6.2,
21 below ("Plaintiffs' Release."). Plaintiffs' Release does not extend to any claims or actions to
22 enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability
23 benefits, social security benefits, workers' compensation benefits that arose at any time, or based
24 on occurrences outside the Class Period. Plaintiffs acknowledge that Plaintiffs may discover facts
25 or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be
26 true but agrees, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects,
27 notwithstanding such different or additional facts or Plaintiffs' discovery of them.

28 6.1.1 Plaintiffs' Waiver of Rights Under California Civil Code Section 1542.

1 For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions,
2 rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

3 A general release does not extend to claims that the creditor or releasing
4 party does not know or suspect to exist in his or her favor at the time of
5 executing the release, and that if known by him or her would have
6 materially affected his or her settlement with the debtor or Released Party.

7 **6.2 Release by Participating Class Members:** All Participating Class Members, on
8 behalf of themselves and their respective former and present representatives, agents, attorneys,
9 heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that
10 were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the
11 Operative Complaint and in the Action and ascertained in the course of the Action, including,
12 but not limited to claims under California Labor Code §§ 201, 202, 203, 204, 210, 218.5, 218.6,
13 226(a), 226.3, 226.7, 256, 510, 512, 516, 558(a), 1174, 1174.5, 1182.12, 1194, 1194.2, 1197,
14 1197.1, 1198, 2810.5, and 2802, IWC Wage Order No. 5-2001, and California Business and
15 Professions Code section 17200, et seq. Except as set forth in Section 6.3 of this Agreement,
16 Participating Class Members do not release any other claims, including claims for vested
17 benefits, wrongful termination, violation of the Fair Employment and Housing Act,
18 unemployment insurance, disability, social security, workers' compensation, or claims based on
19 facts occurring outside the Class Period.

20 **6.3 Release by Aggrieved Employees:** All Aggrieved Employees are deemed to
21 release, on behalf of themselves and their respective former and present representatives, agents,
22 attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for
23 PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts
24 stated in the Operative Complaint and in the Action, the PAGA Notice, and ascertained in the
25 course of the Action including, but not limited to claims under California Labor Code §§ 201,
26 202, 203, 204, 210, 218.5, 218.6, 226(a), 226.3, 226.7, 256, 510, 512, 516, 558(a), 1174, 1174.5,
27 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2810.5, and 2802, and IWC Wage Order No. 5-2001.

28 **7. MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare

1 and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies
2 with the Court’s current checklist for Preliminary Approvals.

3 7.1 Plaintiffs’ Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel
4 all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice,
5 and memorandum in support, of the Motion for Preliminary Approval that includes an analysis
6 of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under
7 Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary
8 Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed
9 declaration from the Administrator attaching its “not to exceed” bid for administering the
10 Settlement and attesting to its willingness to serve; competency; operative procedures for
11 protecting the security of Class Data; amounts of insurance coverage for any data breach,
12 defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of
13 interest with Class Members and/or the proposed Cy Pres; and the nature and extent of any
14 financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) signed declarations
15 from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant
16 to any actual or potential conflicts of interest with Class Members, and the Administrator and/or
17 the proposed Cy Pres; (v) a signed declaration from each Class Counsel firm attesting to their
18 competency to represent the Class Members; their timely transmission to the LWDA of all
19 necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)),
20 Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code
21 section 2699, subd. (l)(2)); and (vi) all facts relevant to any actual or potential conflict of interest
22 with Class Members, the Administrator and/or the Cy Pres Recipient.

23 7.2 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly
24 responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later
25 than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the
26 Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion
27 for Preliminary Approval. Class Counsel is responsible for delivering the Court’s Preliminary
28 Approval to the Administrator.

7.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

8. SETTLEMENT ADMINISTRATION.

8.1 Selection of Administrator. The Parties have jointly selected CPT Group to serve as the Administrator and verified that, as a condition of appointment, CPT Group agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

8.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

8.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

8.4 Notice to Class Members.

8.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.

8.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class

1 Notice approved by the Court. The first page of the Class Notice shall prominently estimate the
2 dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to
3 the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used
4 to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class
5 Member addresses using the National Change of Address database.

6 8.4.3 Not later than 3 business days after the Administrator's receipt of any
7 Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class
8 Notice using any forwarding address provided by the USPS. If the USPS does not provide a
9 forwarding address, the Administrator shall conduct a Class Member Address Search, and re-
10 mail the Class Notice to the most current address obtained. The Administrator has no obligation
11 to make further attempts to locate or send Class Notice to Class Members whose Class Notice is
12 returned by the USPS a second time.

13 8.4.4 The deadlines for Class Members' written objections, Challenges to
14 Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14
15 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose
16 notice is re-mailed. The Administrator will inform the Class Member of the extended deadline
17 with the re-mailed Class Notice.

18 8.4.5 If the Administrator, Defendants or Class Counsel is contacted by or
19 otherwise discovers any persons who believe they should have been included in the Class Data
20 and should have received Class Notice, the Parties will expeditiously meet and confer in person
21 or by telephone, and in good faith, in an effort to agree on whether to include them as Class
22 Members. If the Parties agree, such persons will be Class Members entitled to the same rights as
23 other Class Members, and the Administrator will send, via email or overnight delivery, a Class
24 Notice requiring them to exercise options under this Agreement not later than 14 days after
25 receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

26 8.5 Requests for Exclusion (Opt-Outs).

27 8.5.1 Class Members who wish to exclude themselves (opt-out of) the Class
28 Settlement must send the Administrator, by fax, email, or mail, a signed written Request for

1 Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional
2 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter
3 from a Class Member or his/her representative that reasonably communicates the Class
4 Member's election to be excluded from the Settlement and includes the Class Member's name,
5 address and email address or telephone number. To be valid, a Request for Exclusion must be
6 timely faxed, emailed, or postmarked by the Response Deadline. Aggrieved Employees may not
7 opt out of the PAGA Settlement.

8 8.5.2 The Administrator may not reject a Request for Exclusion as invalid
9 because it fails to contain all the information specified in the Class Notice. The Administrator
10 shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the
11 identity of the person as a Class Member and the Class Member's desire to be excluded. The
12 Administrator's determination shall be final and not appealable or otherwise susceptible to
13 challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion,
14 the Administrator may demand additional proof of the Class Member's identity. The
15 Administrator's determination of authenticity shall be final and not appealable or otherwise
16 susceptible to challenge.

17 8.5.3 Every Class Member who does not submit a timely and valid Request for
18 Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all
19 benefits and bound by all terms and conditions of the Settlement, including the Participating
20 Class Members' Releases under Paragraphs 6.2 and 6.3 of this Agreement, regardless whether
21 the Participating Class Member actually receives the Class Notice or objects to the Settlement.

22 8.5.4 Every Class Member who submits a valid and timely Request for
23 Exclusion is a Non-Participating Class Member and shall not receive an Individual Class
24 Payment or have the right to object to the class action components of the Settlement. Because
25 future PAGA claims are subject to claim preclusion upon entry of the Judgment, Aggrieved
26 Employees are deemed to release the claims identified in Paragraph 6.4 of this Agreement and
27 are eligible for an Individual PAGA Payment.

28 8.6 Challenges to Calculation of Workweeks. Each Class Member shall have 60 days

1 after the Administrator mails the Class Notice (plus an additional 14 days for Class Members
2 whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay
3 Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may
4 challenge the allocation by communicating with the Administrator via fax, email or mail. The
5 Administrator must encourage the challenging Class Member to submit supporting
6 documentation. In the absence of any contrary documentation, the Administrator is entitled to
7 presume that the Workweeks contained in the Class Notice are correct so long as they are
8 consistent with the Class Data. The Administrator's determination of each Class Member's
9 allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise
10 susceptible to challenge. The Administrator shall promptly provide copies of all challenges to
11 calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the
12 Administrator's determination the challenges.

13 8.7 Objections to Settlement.

14 8.7.1 Only Participating Class Members may object to the class action
15 components of the Settlement and/or this Agreement, including contesting the fairness of the
16 Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel
17 Litigation Expenses Payment and/or Class Representative Service Payment.

18 8.7.2 Participating Class Members may send written objections to the
19 Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear
20 in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval
21 Hearing. A Participating Class Member who elects to send a written objection to the
22 Administrator must do so not later than 60 days after the Administrator's mailing of the Class
23 Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

24 8.7.3 Non-Participating Class Members have no right to object to any of the
25 class action components of the Settlement.

26 8.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks
27 to be performed or observed by the Administrator contained in this Agreement or otherwise.

28 8.8.1 Website, Email Address and Toll-Free Number. The Administrator will

1 establish and maintain and use an internet website to post information of interest to Class
2 Members including the date, time and location for the Final Approval Hearing and copies of the
3 Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class
4 Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class
5 Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final
6 Approval and the Judgment. The Administrator will also maintain and monitor an email address
7 and a toll-free telephone number to receive Class Member calls, faxes and emails.

8 8.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator
9 will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not
10 later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the
11 Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names
12 and other identifying information of Class Members who have timely submitted valid Requests
13 for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class
14 Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for
15 Exclusion from Settlement submitted (whether valid or invalid).

16 8.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide
17 written reports to Class Counsel and Defense Counsel that, among other things, tally the number
18 of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for
19 Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks
20 and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments
21 and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include provide
22 the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all
23 Requests for Exclusion and objections received.

24 8.8.4 Workweek and/or Pay Period Challenges. The Administrator has the
25 authority to address and make final decisions consistent with the terms of this Agreement on all
26 Class Member challenges over the calculation of Workweeks and/or Pay Periods. The
27 Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.

28 8.8.5 Administrator’s Declaration. Not later than 14 days before the date by

1 which Plaintiff is required to file the Motion for Final Approval of the Settlement, the
2 Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable
3 for filing in Court attesting to its due diligence and compliance with all of its obligations under
4 this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices
5 returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the
6 total number of Requests for Exclusion from Settlement it received (both valid or invalid), the
7 number of written objections and attach the Exclusion List. The Administrator will supplement
8 its declaration as needed or requested by the Parties and/or the Court. Class Counsel is
9 responsible for filing the Administrator's declaration(s) in Court.

10 8.8.6 Final Report by Settlement Administrator. Within 10 days after the
11 Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide
12 Class Counsel and Defense Counsel with a final report detailing its disbursements by employee
13 identification number only of all payments made under this Agreement. At least 15 days before
14 any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and
15 Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of
16 all payments required under this Agreement. Class Counsel is responsible for filing the
17 Administrator's declaration in Court.

18 **9. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE**

19 Defendants estimated for purposes of mediation that there are 325,642 weeks worked by
20 7,703 Class Members for the period June 24, 2016, through March 26, 2023 ("Sample Period").
21 These numbers would be expected to increase proportionately for the passage of time through
22 the Class Period End Date. Before the Parties seek or a Party seeks court approval of the
23 Settlement, the Settlement Administrator will advise Plaintiffs' counsel of Defendants' report of
24 the total number of weeks worked and Class Members during the Class Period and Sample
25 Period. If the weeks worked and/or Class Members during the Sample Period exceeds the
26 referenced 325,642 weeks worked and/or 7,703 Class Members by more than 10.00%, the Gross
27 Settlement Amount, including attorney fees, will increase proportionally according to the number
28 of additional weeks worked or Class Members. For example, if the number of weeks worked or

1 Class Members increases by 11%, the Gross Settlement Amount shall increase by 1%.

2 **10. DEFENDANTS' RIGHT TO WITHDRAW.** If the number of valid Requests for
3 Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members,
4 Defendants may, but are not obligated, elect to withdraw from the Settlement. The Parties agree
5 that, if Defendants withdraw, the Settlement shall be void ab initio, have no force or effect
6 whatsoever, and that neither Party will have any further obligation to perform under this
7 Agreement; provided, however, Defendants will remain responsible for paying all Settlement
8 Administration Expenses incurred to that point. Defendants must notify Class Counsel and the
9 Court of its election to withdraw not later than 7 days after the Administrator sends the final
10 Exclusion List to Defense Counsel; late elections will have no effect.

11 **11. MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the
12 calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of
13 the Settlement that includes a request for approval of the PAGA settlement under Labor Code
14 section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively
15 "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense
16 Counsel not later than 7 days prior to filing the Motion for Final Approval. Class Counsel and
17 Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith,
18 to resolve any disagreements concerning the Motion for Final Approval.

19 11.1 Response to Objections. Each Party retains the right to respond to any objection
20 raised by a Participating Class Member, including the right to file responsive documents in Court
21 no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted
22 by the Court.

23 11.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
24 Approval on any material change to the Settlement (including, but not limited to, the scope of
25 release to be granted by Class Members), the Parties will expeditiously work together in good
26 faith to address the Court's concerns by revising the Agreement as necessary to obtain Final
27 Approval. The Court's decision to award less than the amounts requested for the Class
28 Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation

1 Expenses Payment and/or Administrator Expenses Payment shall not constitute a material
2 modification to the Agreement within the meaning of this paragraph.

3 11.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of
4 Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely
5 for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement
6 administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

7 11.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms
8 and conditions of this Agreement, specifically including the Class Counsel Fees Payment and
9 Class Counsel Litigation Expenses Payment reflected set forth in this Settlement; otherwise Class
10 Counsel reserve the right to appeal a reduction to the amounts requested, the Parties, their
11 respective counsel, and all Participating Class Members who did not object to the Settlement as
12 provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to
13 post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions
14 for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver
15 of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the
16 Parties' obligations to perform under this Agreement will be suspended until such time as the
17 appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect
18 the amount of the Net Settlement Amount.

19 11.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If
20 the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a
21 material modification of this Agreement (including, but not limited to, the scope of release to be
22 granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless
23 expeditiously work together in good faith to address the appellate court's concerns and to obtain
24 Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration
25 Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify
26 the Court's award of the Class Representative Service Payment or any payments to Class Counsel
27 shall not constitute a material modification of the Judgment within the meaning of this paragraph,
28 as long as the Gross Settlement Amount remains unchanged.

1 **12. AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil
2 Procedure section 384, the Parties will work together in good faith to jointly submit and a
3 proposed amended judgment.

4 **13. ADDITIONAL PROVISIONS.**

5 13.1 No Admission of Liability, Class Certification or Representative Manageability
6 for Other Purposes. This Agreement represents a compromise and settlement of highly disputed
7 claims. Nothing in this Agreement is intended or should be construed as an admission by
8 Defendants that any of the allegations in the Operative Complaint or Action have merit or that
9 Defendants have any liability for any claims asserted; nor should it be intended or construed as
10 an admission by Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree
11 that class certification and representative treatment is for purposes of this Settlement only. If, for
12 any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment,
13 Defendants reserve the right to contest certification of any class for any reasons, and Defendants
14 reserve all available defenses to the claims in the Action, and Plaintiffs reserve the right to move
15 for class certification on any grounds available and to contest Defendants' defenses. The
16 Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on,
17 and will not be admissible in connection with, any litigation (except for proceedings to enforce
18 or effectuate the Settlement and this Agreement).

19 13.2 Confidentiality Prior to Preliminary Approval.

20 Plaintiffs and their counsel agree that they have not and will not publish the settlement in
21 any form of media or any publication, including, but not limited to all forms of social media,
22 which either references any of the Released Parties by name or Domino's or contains the word
23 "pizza" and that the settlement shall remain fully confidential until preliminary approval. In
24 response to any inquiries Plaintiffs will state that "the case was resolved." Plaintiffs' counsel is
25 allowed to state the amount of the settlement on any platform consistent with this paragraph, so
26 long as Plaintiffs and their counsel do not reference any of the Released Parties by name or
27 Plaintiffs' names (Ismail Alammari and Jeremy D'Ambrosio) or Domino's or any disclosure that
28 contains and/or references the words "pizza," "pizzas," or "pizza restaurant" or any words that

1 would reference, indicate, and/or associate the Released Parties to the settlement. Plaintiffs'
2 counsel shall not post or report Released Parties' names or Plaintiffs' names (Ismail Alammari
3 and Jeremy D'Ambrosio) or any disclosure that contains and/or references the words "pizza,"
4 "pizzas," or "pizza restaurant" or any words that would reference, indicate, and/or associate the
5 Released Parties to the settlement on their website, and shall not contact any reporters or media
6 regarding the settlement. However, Plaintiffs' counsel is authorized to make disclosures to the
7 Court and the LWDA for the purposes of obtaining the approval of the settlement. This disclosure
8 is limited to information in the public record, and neither Plaintiffs nor their counsel or
9 representatives are permitted to publicly disseminate or publish, publicly distribute or publicly
10 discuss the Released Parties' names, Plaintiffs' names (Ismail Alammari and Jeremy
11 D'Ambrosio), Domino's, or the words "pizza," "pizzas," or "pizza restaurant" or any words that
12 would reference, indicate, and/or associate the Released Parties in the context of this settlement,
13 unless ordered otherwise by the Court. Notwithstanding the foregoing, Plaintiffs' counsel may
14 include the settlement (and/or a summary of the settlement) in future declarations filed in support
15 of Plaintiffs' counsel's experience and/or adequacy to represent PAGA aggrieved employees or
16 class members, or for court approval of comparable wage and hour settlements.

17 This paragraph does not restrict Class Counsel's communications with Class Members in
18 accordance with Class Counsel's ethical obligations owed to Class Members.

19 13.3 No Solicitation. The Parties separately agree that they and their respective counsel
20 and employees will not solicit any Class Member to opt out of or object to the Settlement, or
21 appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class
22 Counsel's ability to communicate with Class Members in accordance with Class Counsel's
23 ethical obligations owed to Class Members.

24 13.4 Integrated Agreement. Upon execution by all Parties and their counsel, this
25 Agreement together with its attached exhibits shall constitute the entire agreement between the
26 Parties relating to the Settlement, superseding any and all oral representations, warranties,
27 covenants, or inducements made to or by any Party.

28 13.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant

1 and represent that they are authorized by Plaintiffs and Defendants, respectively, to take all
2 appropriate action required or permitted to be taken by such Parties pursuant to this Agreement
3 to effectuate its terms, and to execute any other documents reasonably required to effectuate the
4 terms of this Agreement including any amendments to this Agreement.

5 13.6 Cooperation. The Parties and their counsel will cooperate with each other and use
6 their best efforts, in good faith, to implement the Settlement by, among other things, modifying
7 the Settlement Agreement, submitting supplemental evidence and supplementing points and
8 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
9 or content of any document necessary to implement the Settlement, or on any modification of the
10 Agreement that may become necessary to implement the Settlement, the Parties will seek the
11 assistance of a mediator and/or the Court for resolution.

12 13.7 No Prior Assignments. The Parties separately represent and warrant that they have
13 not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
14 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
15 action, or right released and discharged by the Party in this Settlement.

16 13.8 No Tax Advice. Neither Plaintiffs, Class Counsel, Defendants nor Defense
17 Counsel are providing any advice regarding taxes or taxability, nor shall anything in this
18 Settlement be relied upon as such within the meaning of United States Treasury Department
19 Circular 230 (31 CFR Part 10, as amended) or otherwise.

20 13.9 Modification of Agreement. This Agreement, and all parts of it, may be amended,
21 modified, changed, or waived only by an express written instrument signed by all Parties or their
22 representatives, and approved by the Court.

23 13.10 Agreement Binding on Successors. This Agreement will be binding upon, and
24 inure to the benefit of, the successors of each of the Parties.

25 13.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will
26 be governed by and interpreted according to the internal laws of the state of California, without
27 regard to conflict of law principles.

28 13.12 Cooperation in Drafting. The Parties have cooperated in the drafting and

1 preparation of this Agreement. This Agreement will not be construed against any Party on the
2 basis that the Party was the drafter or participated in the drafting.

3 13.13 Confidentiality. To the extent permitted by law, all agreements made, and orders
4 entered during Action and in this Agreement relating to the confidentiality of information shall
5 survive the execution of this Agreement.

6 13.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to
7 Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel
8 by Defendants in connection with the mediation, other settlement negotiations, or in connection
9 with the Settlement, may be used only with respect to this Settlement, and no other purpose, and
10 may not be used in any way that violates any existing contractual agreement, statute, or rule of
11 court. Not later than 90 days after the date when the Court discharges the Administrator's
12 obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs
13 shall destroy, all paper and electronic versions of Class Data received from Defendants unless,
14 prior to the Court's discharge of the Administrator's obligation, Defendants makes a written
15 request to Class Counsel for the return, rather than the destructions, of Class Data.

16 13.15 Headings. The descriptive heading of any section or paragraph of this Agreement
17 is inserted for convenience of reference only and does not constitute a part of this Agreement.

18 13.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement
19 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
20 weekend or federal legal holiday, such date or deadline shall be on the first business day
21 thereafter.

22 13.17 Notice. All notices, demands or other communications between the Parties in
23 connection with this Agreement will be in writing and deemed to have been duly given as of the
24 third business day after mailing by United States mail, or the day sent by email or messenger,
25 addressed as follows:

26 To Plaintiff:

27 ILYA FILMUS, SBN 251512
28 E-Mail ifilmus@infinitylawca.com

INFINITY LAW GROUP LLP
3450 Geary Blvd., Suite 210
San Francisco, CA 94118
Telephone: (415) 426-3580
Facsimile: (415) 426-3581

CHANTAL MCCOY PAYTON, SBN 293215
E-Mail CPayton@PaytonEmploymentLaw.com
PAYTON EMPLOYMENT LAW, PC
3807 W. Sierra Highway, Suite 206
Acton, California 93510
Telephone: (661) 434-1144
Facsimile: (661) 434-1144

To Defendants:

LONNIE D. GIAMELA, SBN 228435
E-Mail lgiamela@fisherphillips.com
JOEL MOON, SBN 290470
E-Mail jmoon@fisherphillips.com
FISHER & PHILLIPS LLP
444 South Flower Street, Suite 1500
Los Angeles, California 90071
Telephone: (213) 330-4500
Facsimile: (213) 330-4501

13.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

13.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

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DATE: January 30, 2024

PLAINTIFF

By: ISMAIL ALAMMARI, PLAINTIFF

1/31/2024
DATE: January 31, 2024

PLAINTIFF

By: JEREMY D'AMBROSIO, PLAINTIFF

DATE: January 31, 2024

OCEAN CITIES PIZZA, INC.

By: NAME: TITLE:

DATE: January 31 2024

CENTRAL CITIES PIZZA, INC.

By: NAME: TITLE:

DATE: January 31, 2024

HOME COUNTY PIZZA, INC.

By: NAME: TITLE:

DATE: January 31, 2024

HISHMEH ENTERPRISES, INC.

By: NAME: TITLE:

DATE: January 31, 2024

TEAM SO CAL, INC.

By: 

NAME:

TITLE:

DATE: January 31, 2024

FISHER & PHILLIPS LLP

By: 

LONNIE D. GIAMELE

JOEL MOON

Attorneys for Defendants

OCEAN CITIES PIZZA, INC.; HOME

COUNTY PIZZA, INC.; HISHMEH

ENTERPRISES, INC.; CENTRAL CITIES

PIZZA, INC.; and TEAM SO CAL, INC.

DATE: January 30, 2024

INFINITY LAW GROUP LLP

By: 

ILYA FILMUS

ASHAR AHMED

Attorneys for Plaintiffs

ISMAIL ALAMMARI and JEREMY

D'AMBROSIO and the putative class

DATE: January 30, 2024

PAYTON EMPLOYMENT LAW, PC

By: 

CHANTAL MCCOY PAYTON

Attorneys for Plaintiffs

ISMAIL ALAMMARI and JEREMY

D'AMBROSIO and the putative class

DATE: January 31, 2024

CAPSTONE LAW APC



By: _____

ORLANDO VILLALBA

Attorneys for Plaintiffs

ISMAIL ALAMMARI and JEREMY

D'AMBROSIO and the putative class

**PROOF OF SERVICE
(CCP § 1013(a) and 2015.5)**

I, the undersigned, am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; am employed with Fisher & Phillips LLP and my business address is 444 South Flower Street, Suite 1500, Los Angeles, California 90071.

On July 20, 2022, I served the foregoing document entitled **JOINT STIPULATION OF CLASS AND PAGA SETTLEMENT AND RELEASE** on all the appearing and/or interested parties in this action by placing ☐ *the original* ☒ *a true copy* thereof enclosed in sealed envelope(s) addressed as follows:

Ilya Filmus
INFINITY LAW GROUP LLP
3450 Geary Blvd., Suite 210
San Francisco, CA 94118

Attorneys for Plaintiff
ISMAIL ALAMMARI

Tel: (415) 426-3580 Fax: (415) 426-3581
Email: ifilmus@infinitylawca.com
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Chantal McCoy Payton
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Acton, CA 93510

Attorneys for Plaintiff
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