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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CLARA – DOWNTOWN SUPERIOR COURT

NORMA AGUILAR, as an aggrieved employee
pursuant to the Private Attorneys General Act
("PAGA"), on behalf of the State of California and
other aggrieved employees,

Plaintiff,

vs.

SEASIDE DINING GROUP, INC., a California
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 21CV390701

REPRESENTATIVE PAGA ACTION

**AMENDED JOINT STIPULATION
OF REPRESENTATIVE PAGA
ACTION SETTLEMENT AND
RELEASE OF CLAIMS**

*[Assigned for All Purposes to the Hon.
Patricia M. Lucas; Dept. 3]*

Complaint Filed: November 22, 2021
Trial: Not Yet Set

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NORMA AGUILAR

1 This Amended Joint Stipulation of Representative PAGA Action Settlement and Release of
2 Claims (“Settlement” or “Agreement”) is made and entered into by and between Plaintiff NORMA
3 AGUILAR (“Plaintiff” or “Representative Plaintiff”), individually and on behalf of all putative
4 Aggrieved Employees, and Defendant SEASIDE DINING GROUP, INC. (“Defendant”). Plaintiff
5 and Defendant are collectively referred to herein as “the Parties.”

6 **I. DEFINITIONS**

7 The following definitions are applicable to this Settlement, in addition to other terms defined
8 elsewhere in this Settlement:

9 1. “Action” shall mean the operative Complaint of the civil action initially commenced
10 on November 22, 2021, filed and maintained by Plaintiff against Defendant in the Superior Court of
11 California, County of Santa Clara, Case No. 21CV390701.

12 2. “Aggrieved Employees” shall mean all persons who, during the Representative
13 Period, have previously been or currently are employed in California by Defendant, as a non-
14 exempt employee. An “Aggrieved Employee” shall mean an individual who is a member of the
15 Aggrieved Employees (or if any such person is incompetent, deceased, or unavailable due to
16 military service, the person’s legal representative or successor in interest evidenced by reasonable
17 verification).

18 3. “Aggrieved Employee Notice” shall mean the Notice of Settlement and Approval, a
19 sample of which is attached hereto as Exhibit “A”. The Aggrieved Employee Notice shall further
20 contain (i) an Aggrieved Employee’s first and last name, (ii) last known address, (iii) the Aggrieved
21 Employee’s Individual Pay Periods, and (iv) the Aggrieved Employee’s individual share of the
22 Aggrieved Employees’ Payment.

23 4. “Aggrieved Employee’s Settlement Share” shall mean the value of each Aggrieved
24 Employee’s share of the Aggrieved Employees’ Payment as provided by this Agreement.

25 5. “Aggrieved Employees’ Payment” shall mean the remaining twenty-five percent
26 (25%) of the Net Settlement Amount to be distributed on a *pro rata* basis based upon the number of
27 Pay Periods worked by each Aggrieved Employee.

6. “Defense Counsel” shall mean the attorneys representing Defendant in the Action, Matthew C. Sgnilek, Esq. Andrea Rosenkranz, Esq., and John Wu, Esq. of O’Hagan Meyer.

7. “Effective Date” shall mean the date by which this Settlement is approved by the Superior Court by entry of the Judgment and the Judgment becomes Final. If no appeal is filed, the Effective Date shall occur 60 calendar days from entry of Judgment by the Court. If a timely appeal is filed, the Judgment shall become final on the date all appeals from the Judgment have been fully adjudicated. The occurrence of the Effective Date is a prerequisite to any obligation of Defendant to pay any funds into the Settlement Account.

8. “Individual Pay Periods” shall mean the number of Pay Periods for an individual Aggrieved Employee.

9. “Judgment” shall mean the Order of Final Judgment entered by the Superior Court that the Parties anticipate will be entered following an Approval Hearing on the Settlement in this Action.

10. “LWDA Payment” shall mean the payment to the California Labor and Workforce Development Agency (“LWDA”) constituting seventy-five percent (75%) of the Net Settlement Amount.

11. “Maximum Settlement Amount” shall mean the maximum settlement amount of Seven Hundred and Seventy-Five Thousand Dollars and Zero Cents (\$775,000.00) payable by Defendant as provided by this Agreement, unless that amount is increased pursuant to Paragraph 12 below.

12. Defendant represents that as of December 20, 2022, the number of pay periods worked by the Aggrieved Employees during the Representative Period is approximately 42,188. If it is determined that the pay periods through February 26, 2023, exceeds 44,298 (42,188 plus 5% of 42,188), then Defendant shall have the option of either (i) increasing the Net Settlement Amount by an amount determined by the following formula: $([Actual\ Number\ of\ Pay\ Periods - 44,298] \div 44,298) \times Net\ Settlement\ Amount$; or (ii) changing the end date of the Representative Period to a date for which there are no more than 44,298 pay periods.

1 13. “Net Settlement Amount” shall mean the Maximum Settlement Amount, less (i) the
2 Representative Plaintiff Payment approved by the Superior Court; (ii) the PAGA Counsel Fees
3 Payment approved by the Superior Court; (iii) the PAGA Counsel Litigation Expenses Payment
4 approved by the Superior Court; (iv) the Settlement Administrator Payment approved by the
5 Superior Court; and (v) any other fees or expenses (other than PAGA Counsel Fees Payment and
6 PAGA Counsel Litigation Expenses Payment) incurred in implementing the terms and conditions of
7 this Agreement as approved by the Superior Court.

8 14. “PAGA Counsel” shall mean the attorneys representing Plaintiff in the Action, Raul
9 Perez, Orlando Villalba, Esq., Helga Hakimi, Esq., and Roxanna Tabatabaeepour, Esq. of Capstone
10 Law APC.

11 15. “PAGA Counsel’s Fees Payment” shall mean one-third (1/3) of the Maximum
12 Settlement Amount (currently estimated to be Two Hundred and Fifty-Eight Thousand, Three
13 Hundred and Thirty-Three Dollars and Thirty-Three Cents (\$258,333.33)) subject to approval by
14 the Superior Court as PAGA Counsel’s attorneys’ fees incurred in connection with the Action,
15 including fees incurred in pre-filing investigation, filing of the Action, and all related litigation
16 activities, this Settlement, and all post-Settlement compliance procedures.

17 16. “PAGA Counsel’s Litigation Expenses Payment” shall mean the actual litigation
18 expenses and/or costs expended by PAGA Counsel subject to approval by the Superior Court
19 incurred in connection with the Action, including pre-filing investigation, filing of the Action, and
20 all related litigation activities, this Settlement, and all post-Settlement compliance procedures.
21 PAGA Counsel’s expenses are not to exceed Twenty-Five Thousand Dollars and Zero Cents
22 (\$25,000.00).

23 17. “Pay Period” shall mean any pay period in which an Aggrieved Employee actually
24 received payment from Defendant as an hourly-paid, non-exempt employee.

25 18. “Representative Period” shall mean the period of time from September 15, 2020,
26 through February 26, 2023.

27 19. “Representative Plaintiff Payment” shall mean the special payment made to Plaintiff
28

1 in her capacity as Representative Plaintiff to compensate her for prosecuting the Action, and
2 performing work in support of the Action, in the amount of Ten Thousand Dollars and Zero Cents
3 (\$10,000.00), subject to approval by the Superior Court.

4 20. "Settlement Administrator" shall mean CPT Group, Inc. proposed by the Parties and
5 appointed by the Superior Court to administer the Settlement.

6 21. "Settlement Administrator Payment" shall mean the payment to the Settlement
7 Administrator for its fees and expenses in administering this Settlement.

8 22. "Superior Court" shall mean the Superior Court of California for the County of
9 Santa Clara.

10 **II. RECITALS**

11 23. On September 15, 2021, PAGA Counsel, on behalf of Plaintiff and the Aggrieved
12 Employees, gave written notice to the Labor Workforce and Development Agency ("LWDA") of
13 the Labor Code violations Defendant is alleged to have violated ("LWDA Exhaustion Letter").

14 24. On November 22, 2021, Plaintiff filed a Class Action Complaint against Defendant
15 in the Santa Clara County Superior Court, Case No. 21CV390701. In her Complaint, Plaintiff pled
16 a cause of action for Civil Penalties pursuant to the Private Attorneys' General Act ("PAGA").

17 25. Defendant denies and continues to deny all of Plaintiff's allegations. Specifically,
18 Defendant contends (1) it did not fail to pay Aggrieved Employees the minimum, straight time,
19 regular rate, and/or overtime wages; (2) it paid Aggrieved Employees for all hours worked; (3) it
20 paid Aggrieved Employees all split shift premiums; (4) it provided Aggrieved Employees with one
21 day's rest in seven; (5) it provided Aggrieved Employees with all meal periods according to law
22 and/or paid meal period premium wages; (6) it provided Aggrieved Employees with all rest periods
23 according to law and/or paid rest period premium wages; (7) it did not fail to timely pay Aggrieved
24 Employees wages due and owing during employment and/or upon separation; (8) it provided
25 Aggrieved Employees with accurate itemized wage statements, consistent with Labor Code Section
26 226; (9) it properly maintained all payroll records; (10) it reimbursed employees for all necessary
27 business expenses; (11) the Aggrieved Employees are not entitled to penalties under PAGA; and
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(12) it is not liable for damages, including civil penalties, attorneys' fees, or costs of litigation to Aggrieved Employees.

26. In connection with the Action, and in order to work toward a mediated resolution without the time and expense of formal discovery, the Parties produced voluminous documents and data (including, by Defendant, human resources documents and policies, time records, and payroll data during the Representative Period) which were reviewed, investigated, and analyzed by PAGA Counsel.

27. On December 20, 2022, the Parties in Action participated in a full day of mediation before an experienced employment and class action mediator, Lou Marlin, Esq. (the "Mediation") and the Parties reached a settlement at the Maximum Settlement Amount.

28. The Settlement described in this Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Settlement is intended or will be construed as an admission by Defendant that Plaintiff's claims in the Action have any merit or that Defendant has any liability to Plaintiff, the Aggrieved Employees or the State on those claims, or as an admission by Plaintiff that Defendant's defenses in the Action have any merit. This Settlement is intended to fully, finally, and forever compromise, release, resolve, discharge, and settle the released claims subject to the terms and conditions set forth in this Settlement.

29. Based on its own thorough, independent investigation and evaluation of this case, PAGA Counsel is of the opinion that the Settlement of this Action with Defendant for the consideration and on the terms set forth in this Settlement is fair, reasonable, adequate, and in the best interest of the LWDA and Aggrieved Employees in light of all known facts and circumstances, including the risk of significant costs and delay, the defenses asserted by Defendant including the risks of adverse determinations on the merits and numerous potential appellate issues. Although Defendant contends that it has no liability in the Action, Defense Counsel shares PAGA Counsel's belief that the Settlement represents a fair and adequate settlement given the respective risks associated with the case.

30. Based on the foregoing Recitals, the Parties agree as follows:

1 **III. PROCEDURE FOR APPROVING SETTLEMENT**

2 31. **Motion for Approval of Settlement by the Superior Court.** Plaintiff will move
3 the Superior Court for an order granting Approval of the Settlement, and approving the Aggrieved
4 Employee Notice (attached as Exhibit “A” to this Stipulation) (“Motion for Approval”). Any
5 unresolved disagreement among the Parties concerning the Aggrieved Employee Notice or other
6 documents necessary to implement the Settlement will be referred first to Lou Marlin, Esq., and if
7 no resolution is reached, then to the Superior Court.

8 32. At the hearing on the Motion for Approval, the Parties anticipate that they will
9 jointly appear, support the granting of the Motion for Approval, and obtain an order granting
10 approval of the Settlement and granting approval of the Aggrieved Employee Notice.

11 33. Should the Superior Court require any amendments to this Agreement or the Motion
12 for Approval, the Parties agree to work jointly to resolve any issues in order to secure the Superior
13 Court’s approval.

14 34. Should the Superior Court decline to approve any material aspects of the Settlement,
15 the Settlement will be null and void and the Parties will have no further obligations under it. In
16 such event, the Parties shall be returned to their respective positions as of the date and time
17 immediately prior to the execution of this Agreement, and the Parties shall proceed in all respects as
18 if this Agreement had not been executed.

19 35. Upon approval of the Settlement by the Superior Court, the Parties will present for
20 the Superior Court’s approval and entry a Proposed Final Order and Judgment. The entry of the
21 Order and Judgment shall permanently bar all Aggrieved Employees from prosecuting against
22 Defendant any claims for PAGA penalties through the Representative Period, which were or could
23 have been brought in this Action, as well as all claims as set forth in the Release contained in
24 Section V of this Agreement, whether known or unknown.

25 36. After entry of the Judgment, the Superior Court will have continuing jurisdiction
26 over the Action and the Settlement solely for purposes of (i) enforcing this Settlement, (ii)
27 addressing settlement administration matters, and (iii) addressing such post-Judgment matters as
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1 may be appropriate under court rules or applicable law.

2 **37. Aggrieved Employee Notice.** After the Superior Court enters its order granting
3 Preliminary Approval, every Aggrieved Employee will be provided with the Aggrieved Employee
4 Notice (in English and Spanish) which will include the Aggrieved Employee Notice completed to
5 reflect the order granting Approval of the Settlement and the Aggrieved Employee's information as
6 follows:

7 (a) Within twenty-one (21) days after the Motion for Approval is granted,
8 Defendant will provide to the Settlement Administrator the "Aggrieved Employees' Data," which
9 shall consist of an electronic database containing (i) each Aggrieved Employee's first and last name,
10 (ii) last known mailing address, (iii) the Aggrieved Employee's Social Security number or Tax ID,
11 and (iv) the Aggrieved Employee's total number of Individual Pay Periods. If any or all of the
12 Aggrieved Employees' Data are unavailable to Defendant, Defendant will so inform PAGA
13 Counsel prior to the date on which Defendant is required to submit the Aggrieved Employees' Data
14 to the Settlement Administrator and the Parties will make their best efforts to reconstruct or
15 otherwise agree upon the Aggrieved Employees' Data prior to when it must be submitted to the
16 Settlement Administrator. If the Parties are unable to agree, the dispute will be resolved by the
17 Settlement Administrator as provided in Paragraph 38. This information will otherwise remain
18 confidential and will not be disclosed to anyone, except as required to applicable taxing authorities,
19 as required to carry out the reasonable efforts to identify Aggrieved Employee information as
20 described in Paragraph 45(b), pursuant to Defendant's express written authorization, or by order of
21 the Superior Court.

22 (b) If An Aggrieved Employee Notice is returned by the U.S. Postal Service
23 because of an incorrect address, the Settlement Administrator will promptly, and not later than five
24 (5) days from receipt of the returned packet, search for a more current address for the Aggrieved
25 Employee and re-mail the Aggrieved Employee Notice to the Aggrieved Employee. The Settlement
26 Administrator will use the Aggrieved Employees' Data and otherwise work with Defense Counsel
27 or utilize its own resources such as skip traces to find a more current address. The Settlement
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1 Administrator will be responsible for taking reasonable steps, consistent with its agreed-upon job
2 parameters, court orders, and fee, to trace the mailing address of any Aggrieved Employee for
3 whom an Aggrieved Employee Notice is returned by the U.S. Postal Service. These reasonable
4 steps shall include the tracking of all undelivered mail; performing address searches for all mail
5 returned without a forwarding address; and promptly re-mailing to Aggrieved Employees for whom
6 new addresses are found.

7 **38. Waiver of Right to Appeal.** Provided that the Judgment is consistent with the terms
8 and conditions of this Settlement, Plaintiff, Aggrieved Employees, Defendant, and their respective
9 counsel hereby waive any and all rights to appeal from the Judgment, including all rights to any
10 post-judgment proceeding and appellate proceeding, such as a motion to vacate judgment, a motion
11 for new trial, a motion under Code of Civil Procedure Section 473, and any extraordinary writ, and
12 the Judgment therefore will become non-appealable by them at the time it is entered. The waiver of
13 appeal does not include any waiver of the right to oppose any appeal, appellate proceedings, or
14 post-judgment proceedings, or any waiver of the right to appeal a reduction by the Court of the
15 requested PAGA Counsel Fees Payment. If an appeal is taken from the Judgment, the time for
16 consummation of the Settlement (including making payments under the Settlement) will be
17 suspended until such time as the appeal is finally resolved and the Judgment, consistent with the
18 terms of this Settlement, becomes Final.

19 **39. Vacating, Reversal, or Material Modification of Judgment on Appeal or**
20 **Review.** If, after a notice of appeal, a petition for review, or a petition for *certiorari*, or any other
21 motion, petition, writ, or application, the reviewing court vacates, reverses, or modifies the
22 Judgment such that there is a material modification to the Settlement, and that court's decision is
23 not completely reversed and the Judgment is not fully affirmed on review by a higher court, then
24 either Party will have the right to void the Settlement, which the Party must do by giving written
25 notice to the other Parties, the reviewing court, and the Superior Court, not later than fourteen (14)
26 days after the reviewing court's decision vacating, reversing, or materially modifying the Judgment
27 becomes final. A vacation, reversal, or modification of the Superior Court's award of the
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1 Representative Plaintiff Payments, the PAGA Counsel Fees Payment, and/or PAGA Counsel
2 Litigation Expenses Payment will not constitute a vacation, reversal, or material modification of the
3 Judgment within the meaning of this Paragraph.

4 **40. Establishment of Settlement Account.** The Settlement Administrator shall
5 establish a Settlement Account within ten (10) days of the Effective Date and notify the Parties
6 when the Settlement Account has been established. The Settlement Administrator shall also
7 provide Defendant with an itemized statement for the total amount to be deposited into the
8 Settlement Account, which shall equal the Maximum Settlement Amount ("Settlement Account
9 Deposit"). Within ten (10) days after receiving notification of the Settlement Account and
10 statement for the Settlement Account Deposit, Defendant shall pay into the Settlement Account an
11 amount equal to the Settlement Account Deposit. Defendant shall have no obligation to pay any
12 additional funds into the Settlement Account.

13 **41. Payment of Aggrieved Employees' Settlement Shares.** The Settlement
14 Administrator shall pay to each Aggrieved Employee his or her Aggrieved Employee's Settlement
15 Share from the Settlement Account. The Settlement Administrator shall pay each Aggrieved
16 Employee's Settlement Share by sending a check in the appropriate amount to the Aggrieved
17 Employee at the address indicated in the Aggrieved Employees' Data. Such payment, with the
18 Aggrieved Employees' Notice, shall be sent by the Settlement Administrator via U.S. Mail within
19 ten (10) calendar days of its receipt of the Settlement Account Deposit from Defendant.

20 **42. Uncashed Aggrieved Employees' Settlement Share Checks.** Any checks paid to
21 Aggrieved Employees shall be negotiable for one hundred and eighty (180) calendar days from the
22 date of their issuance. An Aggrieved Employee must cash his or her Aggrieved Employee's
23 Settlement Share check within one hundred and eighty (180) calendar days after it is mailed to him
24 or her. If a check remains uncashed after one hundred and eighty (180) calendar days from the
25 initial mailing, or if a check is returned to the Settlement Administrator as undeliverable during the
26 one hundred eighty-day period, the Settlement Administrator shall take all reasonable efforts to
27 identify the Aggrieved Employee's correct address, including the performance of a "skip-trace." If
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1 an updated address can be identified, the Settlement Administrator shall issue another check to the
2 Aggrieved Employee and mail it to the Aggrieved Employee at his or her updated address. If an
3 updated address for the Aggrieved Employee cannot be identified, if a reissued check is once again
4 returned to the Settlement Administrator as undeliverable, or if the reissued check remains uncashed
5 after one hundred eighty (180) calendar days, the Settlement Administrator will keep an accounting
6 of such funds and shall give notice to the Parties of the total balance of uncashed Aggrieved
7 Employee's Settlement Shares. An Aggrieved Employee who fails to negotiate or receive their
8 Settlement Share check despite the procedures described above shall nevertheless remain bound by
9 the Settlement and the releases contained herein.

10 43. The funds represented by Aggrieved Employee's Settlement Share checks remaining
11 uncashed for more than one hundred and eighty (180) calendar days after issuance shall be voided
12 and then shall be transmitted to the Controller of the State of California to be held pursuant to the
13 Unclaimed Property Law, California Civil Code Section 1500, *et seq.*, in the names of those
14 Aggrieved Employees who did not cash their checks until such time they claim their property. The
15 Parties agree that this disposition results in no "unpaid residue" under California Civil Procedure
16 Code § 384, as the entire Net Settlement Amount will be paid out to Aggrieved Employees, whether
17 or not they all cash their settlement checks.

18 44. **Payment of PAGA Counsel's Fees Payment and PAGA Counsel's Litigation**
19 **Expenses Payment.** The Settlement Administrator shall pay to PAGA Counsel the PAGA
20 Counsel's Fees Payment and PAGA Counsel's Litigation Expenses Payment from the Settlement
21 Account. The Settlement Administrator shall pay the PAGA Counsel's Fees Payment and PAGA
22 Counsel's Litigation Expenses Payment by sending a wire or check in the appropriate amount to
23 PAGA Counsel at the address provided for in Paragraph 76. Such payment shall be sent by the
24 Settlement Administrator within ten (10) calendar days of its receipt of the Settlement Account
25 Deposit from Defendant.

26 45. **Final Report by Settlement Administrator to Superior Court.** Within ten (10)
27 days after final disbursement of all funds from the Settlement Account, the Settlement
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1 Administrator will serve on the Parties and file with the Superior Court a declaration providing a
2 final summary report on the disbursements of all funds from the Settlement Account. Within ten
3 (10) days after transmission of any remaining unclaimed funds to Controller of the State of
4 California the Settlement Administrator will serve on the Parties and file with the Superior Court a
5 declaration providing a final summary report on the transmission of any remaining unclaimed funds
6 to Controller of the State of California as outlined Paragraph 44.

7 **IV. SETTLEMENT TERMS AND CONDITIONS**

8 **46. Aggrieved Employee's Settlement Shares.** Subject to the terms and conditions of
9 this Settlement, the Settlement Administrator will calculate the Aggrieved Employee's Settlement
10 Shares for each Aggrieved Employee within ten (10) days after Defendant provides the Settlement
11 Administrator with the Aggrieved Employees' Data. The Aggrieved Employee's Settlement Share
12 for each Aggrieved Employee will be calculated as follows, understanding that the formulas below
13 do not constitute an admission by either Party, and are intended only to provide a practical means to
14 simplify and administer the claims process:

15 **(a) Number of Aggrieved Employees and Pay Periods.** Defendant shall
16 determine the total number of Aggrieved Employees and the aggregate number of Pay Periods for
17 those Aggrieved Employees as of the time of the close of the Representative Period. This
18 information shall be provided to the Settlement Administrator along with the Aggrieved
19 Employees' Data as described in Paragraph 37(a) above.

20 **(b) Calculation of the Pay Period Value.** The Settlement Administrator shall
21 determine the value of a Pay Period ("Pay Period Value") by taking the Aggrieved Employees'
22 Payment amount and dividing it by the sum of all Aggrieved Employees' Pay Periods.

23 **(c) Calculation of Aggrieved Employee's Settlement Shares.** The Settlement
24 Administrator shall assign to each Aggrieved Employee an Aggrieved Employee's Settlement Share
25 which shall be equal to the Pay Period Value multiplied by each Aggrieved Employee's Individual
26 Pay Periods. Upon calculation of the Aggrieved Employee's Settlement Share, the Settlement
27 Administrator shall furnish to PAGA Counsel and Defense Counsel a worksheet containing a list of

1 employee identification numbers for the Aggrieved Employees with their corresponding Individual
2 Pay Periods and Aggrieved Employee's Settlement Share.

3 **47. Taxes and Withholdings.** Each Aggrieved Employee's Settlement Share is
4 intended to settle the Aggrieved Employees' claims for civil penalties. Accordingly, one hundred
5 percent (100%) of each Aggrieved Employee's Settlement Share shall represent civil penalties. The
6 Aggrieved Employee's Settlement Share shall be paid to the Aggrieved Employee in full without
7 deductions or withholdings, and the Settlement Administrator shall issue an IRS Form 1099 to each
8 Aggrieved Employee for that amount, to the extent the Aggrieved Employee's Settlement Share is
9 Six Hundred Dollars and Zero Cents (\$600.00) or more. Each Aggrieved Employee shall be
10 individually responsible for their own share of applicable income tax withholdings and deductions
11 for his or her Aggrieved Employee's Settlement Share.

12 **48. Total Payment Amount.** In no event will Defendant be required to pay more than
13 the Maximum Settlement Amount (unless that amount is increased pursuant to Paragraph 12 above)
14 for distribution to the Plaintiff, PAGA Counsel, Aggrieved Employees, the LWDA, Settlement
15 Administrator, or for any other costs or expenses not otherwise enumerated.

16 **49. Payments to Plaintiff and PAGA Counsel and Others.** Subject to the terms and
17 conditions of this Settlement, the Settlement Administrator will make the following payments out of
18 the Maximum Settlement Amount as follows:

19 **(a) To Plaintiff:** In addition to her Aggrieved Employee's Settlement Share,
20 Plaintiff will apply to the Superior Court for a Representative Plaintiff Payment in an amount not to
21 exceed Ten Thousand Dollars and Zero Cents (\$10,000.00). Defendant will not oppose this
22 Representative Plaintiff Payment. The Settlement Administrator will pay the Representative
23 Plaintiff Payment approved by the Superior Court out of the Maximum Settlement Amount. Payroll
24 tax withholding and deductions will not be taken from the Representative Plaintiff Payment and an
25 IRS Form 1099 will be issued to Plaintiff for this payment.

26 **(b) To PAGA Counsel:** PAGA Counsel will apply to the Superior Court for the
27 PAGA Counsel Fees Payment in an amount not to exceed one-third (1/3) of the Maximum
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1 Settlement Amount (currently estimated to be Two Hundred and Fifty-Eight Thousand, Three
2 Hundred and Thirty-Three Dollars and Thirty-Three Cents (\$258,333.33)). PAGA Counsel will
3 also submit to the Superior Court a memorandum of costs for the PAGA Counsel Litigation
4 Expenses Payment in an amount not to exceed Twenty-Five Thousand Dollars and Zero Cents
5 (\$25,000.00) as request reasonable costs of suit to be paid from the Maximum Settlement Amount.
6 Defendant will not oppose these requests. The Settlement Administrator will pay the amounts
7 approved by the Superior Court out of the Maximum Settlement Amount. Withholding and
8 deductions will not be taken from the PAGA Counsel Fees Payment or PAGA Counsel Litigation
9 Expenses Payment and one or more IRS Forms 1099 will be issued to PAGA Counsel with respect
10 to those payments.

11 (c) **To the LWDA:** As part of its Motion for Approval, the Plaintiff will apply
12 to the Superior Court for approval of the LWDA Payment in the estimated amount of Three
13 Hundred Fifty-Three Thousand Seven Hundred Fifty Dollars and Zero Cents (\$353,750.00), which
14 shall constitute the LWDA's seventy-five percent (75%) share of the estimated Four Hundred
15 Seventy-One Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$471,666.67) in
16 civil penalties paid under this Settlement. The remaining estimated One Hundred Seventeen
17 Thousand Nine Hundred Sixteen Dollars and Sixty-Seven Cents (\$117,916.67) in civil penalties
18 shall be distributed on a *pro rata* basis based upon the number of pay periods worked by each
19 Aggrieved Employee ("Aggrieved Employees' Payment").

20 (d) **To the Settlement Administrator:** The Settlement Administrator will be
21 paid from the Maximum Settlement Amount its reasonable fees and expenses as approved by the
22 Superior Court, which are estimated to be Ten Thousand Dollars and Zero Cents (\$10,000.00).

23 50. **Appointment of Settlement Administrator.** The Parties will ask the Superior
24 Court to appoint CPT Group, Inc., a qualified and experienced administrator based in California
25 where the Action is venued, to serve as the Settlement Administrator, which, as a condition of
26 appointment, will agree to be bound by this Agreement with respect to the performance of its duties
27 and its compensation. The Settlement Administrator's duties will include (i) calculating Aggrieved
28

1 Employee's Settlement Shares; (ii) preparing, printing, and mailing the Aggrieved Employee Notice
2 to all Aggrieved Employees; (iii) using reasonable measures to contact all Aggrieved Employees,
3 including conducting a National Change of Address search on all Aggrieved Employees before
4 mailing the Aggrieved Employee Notice to each Aggrieved Employee's address; (iv) re-mailing the
5 Aggrieved Employee Notice to the Aggrieved Employee's new address for those Aggrieved
6 Employees whose address had changed; (v) setting up a toll-free telephone number to receive calls
7 from Aggrieved Employees; (vi) using reasonable measures to deliver issued checks to Aggrieved
8 Employees, including use of a "skip-trace" for undeliverable checks; and (vii) otherwise
9 administering the Settlement pursuant to this Agreement. The Settlement Administrator's
10 reasonable fees and expenses are estimated to be Ten Thousand Dollars and Zero Cents
11 (\$10,000.00) and will be paid out of the Maximum Settlement Amount, as set forth herein, subject
12 to Court approval.

13 **V. RELEASE OF CLAIMS**

14 51. **Plaintiff's Released Claims.** Plaintiff, individually and on behalf of Plaintiff's
15 heirs, executors, administrators, representatives, attorneys, successors and assigns knowingly and
16 voluntarily releases and forever discharges Defendant, including any and all parent corporation,
17 affiliates, subsidiaries, managers, divisions, predecessors, insurers, franchisors, successors and
18 assigns, including but not limited to each of their current and former employees, attorneys, officers,
19 directors and agents thereof, both individually and in their business capacities, and their employee
20 benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans
21 and programs (collectively, "Plaintiff's Released Parties"), to the fullest extent permitted by law, of
22 and from any and all claims, known and unknown, asserted and unasserted, which Plaintiff has or
23 may have against the Plaintiff's Released Parties as of the date of execution of this Settlement
24 Agreement. Plaintiff is not waiving any rights Plaintiff may have to: (i) Plaintiff's own vested
25 accrued employee benefits under the Defendant's health, welfare or retirement benefits plans, if
26 any, as of the date of execution of this Settlement Agreement; (ii) benefits or rights to seek benefits
27 under applicable workers' compensation (except as to claims under Labor Code §§ 132a and 4553
28

1 which are expressly released herein) or unemployment insurance or indemnification statutes; (iii)
2 pursue claims which by law cannot be waived by signing this Settlement Agreement; and (iv)
3 enforce this Settlement Agreement.

4 52. To affect a full and complete general release as described above, Plaintiff expressly
5 waives and relinquishes all rights and benefits of § 1542 of the Civil Code of the State of California
6 and does so understanding and acknowledging the significance and consequence of specifically
7 waiving § 1542. Thus, notwithstanding the provisions of § 1542, and to implement a full and
8 complete release and discharge of all parties, Plaintiff expressly acknowledges this Settlement
9 Agreement is intended to include in its effect, without limitation, all claims Plaintiff does not know
10 or suspect to exist in Plaintiff's favor at the time of signing this Settlement Agreement, and that this
11 Settlement Agreement contemplates the extinguishment of any such claims. Plaintiff warrants
12 Plaintiff has read this Settlement Agreement, including this waiver of California Civil Code § 1542,
13 and that Plaintiff has consulted with or had the opportunity to consult with counsel of Plaintiff's
14 choosing about this Settlement Agreement and specifically about the waiver of § 1542, and that
15 Plaintiff understands this Settlement Agreement and the § 1542 waiver, and so Plaintiff freely and
16 knowingly enters into this Settlement Agreement. Plaintiff further acknowledges that Plaintiff later
17 may discover facts different from or in addition to those Plaintiff now knows or believes to be true
18 regarding the matters released or described in this Settlement Agreement, and even so Plaintiff
19 agrees that the releases and agreements contained in this Settlement Agreement shall remain
20 effective in all respects notwithstanding any later discovery of any different or additional facts.
21 Plaintiff expressly assume any and all risk of any mistake in connection with the true facts involved
22 in the matters, disputes or controversies released or described in this Settlement Agreement or with
23 regard to any facts now unknown to Plaintiff relating thereto.

24 53. **Aggrieved Employees Released Claims.** As of the date of the Judgment, each
25 Aggrieved Employee, and without the need to manually sign a release document, shall release the
26 Released Parties and the State of California from claims for civil penalties pursuant to PAGA based
27 upon all causes of action and claims that were alleged in the Action or reasonably could have been
28

1 alleged based on the facts and matters contained in the Action, and/or the LWDA Exhaustion Letter,
2 including all of the following claims for relief: (i) failure to pay all regular wages, minimum wages
3 and overtime wages due (Lab. Code §§ 510, 558, 1194, 1194.2, 1197, 1197.1, & 1198); (ii) failure
4 to pay split shift premiums (IWC Wage Order No. I-15(4)); (iii) failure to provide one day's rest in
5 seven (Lab. Code § 552); (iv) failure to provide compliant meal periods (Lab. Code §§ 226.7 &
6 512); (v) failure to provide compliant rest breaks (Lab. Code § 226.7); (vi) failure to timely pay
7 wages during employment (Lab. Code §§ 204 & 210); (vii) failure to provide complete, accurate
8 wage statements (Lab. Code § 226); (viii) failure to maintain accurate employment and payroll
9 records (Lab. Code §§ 1174 & 1174.5); (ix) failure to pay wages timely at time of termination or
10 resignation (Lab. Code §§ 201-203); (x) failure to indemnify all necessary business expenses (Lab.
11 Code §§ 2800, *et seq.*); and (xi) any claim for costs and attorneys' fees and expenses arising out of
12 the foregoing claims (collectively, the "PAGA Released Claims"). PAGA Released Claims for
13 Aggrieved Employees who worked for Defendant in California during the Representative Period
14 shall have their claims released during the Representative Period.

15 54. Released Parties are Defendant and their past, present and/or future, direct and/or
16 indirect, officers, directors, members, managers, employees, agents, representatives, attorneys,
17 including but not limited to O'Hagan Meyer, insurers, partners, investors, shareholders,
18 administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors,
19 assigns, and joint venturers.

20 55. In light of the binding nature of a PAGA judgment on non-party employees pursuant
21 to *Arias v. Sup. Ct. (Angelo Dairy)* (2009) 46 Cal.4th 969 and *Cardenas v. McLane Foodservice,*
22 *Inc.* (2011) 796 F.Supp.2d 1246, individuals meeting the definition of an Aggrieved Employee may
23 not exclude themselves from the Settlement and shall receive a payment for the amount of each
24 such individual's estimated share of the PAGA Payment, and shall have released PAGA claims, as
25 outlined in Paragraph 54.

26 56. The PAGA Released Claims described in Paragraph 54 expressly exclude all claims
27 made by an Aggrieved Employee for vested benefits, wrongful termination, unemployment
28

1 insurance, disability, social security, workers' compensation, claims while classified as exempt, and
2 claims outside of the Representative Period.

3 **57. PAGA Counsel.** As of the Effective Date, and except as otherwise provided by this
4 Settlement, PAGA Counsel and any counsel associated with PAGA Counsel waive any further
5 claims to costs and attorneys' fees and expenses against Defendant or the Released Parties based on
6 any claim released by this agreement during the Representative Period.

7 **58. No Effect on Other Benefits.** The payment the Aggrieved Employee's Settlement
8 Shares will not result in any additional employee benefit payments (such as 401(k), vacation, or
9 bonus) and shall not have any effect on the eligibility for, or calculation of, any employee benefit.

10 **VI. DUTIES OF THE PARTIES**

11 **59. Mutual Full Cooperation.** The Parties agree to cooperate fully with one another to
12 accomplish and implement the terms of this Stipulation. Such cooperation shall include, but not be
13 limited to, execution of such other documents and the taking of such other actions as may
14 reasonably be necessary to fulfill the terms of this Settlement unless the Court denies the Settlement
15 with prejudice. The Parties shall use their best efforts, including all efforts contemplated by this
16 Stipulation and any other efforts that may become necessary by court order or otherwise, to
17 effectuate this Stipulation and the terms set forth herein. As soon as practicable after execution of
18 this Stipulation, PAGA Counsel, with the cooperation of Defendant and Defense Counsel, shall take
19 all necessary and reasonable steps to secure the Court's approval of this Stipulation. The Parties will
20 work together to make any non-material modifications of the Settlement requested by the Court to
21 obtain approval of the Parties' Settlement.

22 **60. Duty to Support and Defend the Settlement.** The Parties agree to abide by all of
23 the terms of the Settlement in good faith and to support the Settlement fully and to use their best
24 efforts to defend this Settlement from any legal challenge, whether by appeal or collateral attack.

25 **61. Non-Monetary Relief and Catalyzation of Policy Change.** Although Defendant
26 denies any liability of any kind associated with the claims alleged in the Action, denies any liability
27 or intentional wrongdoing, in response to the filing of the Action, Defendant revised and updated
28

1 their wage and hour policies and practices, including but not limited to their timekeeping and meal
2 period and rest break policies and procedures.

3 **VII. MISCELLANEOUS TERMS**

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

13 63. Whether or not the Judgment becomes Final, neither the Settlement, any document,
14 statement, proceeding or conduct related to the Settlement, nor any reports or accounting of those
15 matters, will be (i) construed as, offered or admitted in evidence as, received as, or deemed to be
16 evidence for any purpose adverse to Defendant or any of the Released Parties, including, but not
17 limited to, evidence of a presumption, concession, indication or admission by any of the Released
18 Parties of any liability, fault, wrongdoing, omission, concession or damage; or (ii) disclosed,
19 referred to or offered in evidence against any of the Released Parties, or any other civil, criminal or
20 administrative action or proceeding except for purposes of effectuating this Settlement.

21 64. Notwithstanding Paragraph 64 of this Settlement, any and all provisions of this
22 Settlement may be admitted in evidence and otherwise used in any and all proceedings to enforce
23 any or all terms of this Settlement, or in defense of any claims released or barred by this Settlement.

24 65. **Non-Disparagement.** Plaintiff agrees not to make any untruthful, malicious,
25 disparaging or defamatory statements, allegations, comments or communications, regardless of
26 form (whether written, oral, electronic, including but not limited to Glassdoor, Yelp, or otherwise),
27 regarding the Released Parties. Plaintiff further agrees not to encourage authorize or permit any
28

1 such statements, allegations, comments or communications to be made by others on Plaintiff's
2 behalf. To the extent Plaintiff has posted any negative comments about the Released Parties on
3 Glassdoor, Yelp, or other websites, Plaintiff agrees to request that these comments be removed and
4 to provide a copy of such request to Defense Counsel within 30 days of the execution of this
5 Agreement. Notwithstanding the foregoing, nothing in this Paragraph shall be construed to abridge,
6 or interfere with, PAGA Counsel's rights and obligations under California Rules of Professional
7 Conduct, rule 1-500.

8 **66. Waiver of Reemployment.** Plaintiff acknowledges that she has no intent to apply
9 for employment and/or re-employment with Defendant. Plaintiff further acknowledges that
10 Defendant or any related, successor, parent, or subsidiary companies has the right to refuse rehire
11 Plaintiff for non-discriminatory and non-retaliatory reasons and Plaintiff acknowledge that
12 Defendant's position is that such legitimate non-discriminatory and non-retaliatory reasons exist.

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

19 **68. Attorney Authorization.** PAGA Counsel and Defense Counsel warrant and
20 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate
21 action required or permitted to be taken by such Parties pursuant to this Settlement to effectuate its
22 terms, and to execute any other documents required to effectuate the terms of this Settlement. The
23 Parties and their counsel will cooperate with each other and use their best efforts to affect the
24 implementation of the Settlement. In the event the Parties are unable to reach agreement on the
25 form or content of any document needed to implement the Settlement, or on any supplemental
26 provisions that may become necessary to effectuate the terms of this Settlement, the Parties will
27 seek the assistance of mediator Lou Marlin, Esq., and if no resolution is reached the Superior Court,
28

1 and in all cases all such documents, supplemental provisions and assistance of the court will be
2 consistent with this Settlement.

3 **69. Modification of Agreement.** This Agreement, and any and all parts of it, may be
4 amended, modified, changed, or waived only by an express written instrument signed by all Parties,
5 their successors-in-interest, and/or the Parties' respective counsel, as authorized, and approved by
6 the Court.

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

9 **71. Applicable Law.** All terms and conditions of this Settlement and its exhibits will be
10 governed by and interpreted according to the laws of the State of California, without giving effect to
11 any conflict of law principles or choice of law principles.

12 **72. Cooperation in Drafting.** The Parties have cooperated in the drafting and
13 preparation of this Settlement. This Settlement will not be construed against any Party on the basis
14 that the Party was the drafter or participated in the drafting.

15 **73. Fair Settlement.** The Parties and their respective counsel believe and warrant that
16 this Settlement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at
17 this Settlement through arms-length negotiations, taking into account all relevant factors, current
18 and potential.

19 **74. Headings.** The descriptive heading of any section or Paragraph of this Settlement is
20 inserted for convenience of reference only and does not constitute a part of this Settlement.

21 **75. Notice.** All notices, demands or other communications given under this Settlement
22 will be in writing and deemed to have been duly given as of the third business day after mailing by
23 U.S. Mail, addressed as follows:

24 *To PAGA Counsel:*

Raul Perez
Orlando Villalba
Helga Hakimi
Roxanna Tabatabaeepour
CAPSTONE LAW APC
1875 Century Park East, Suite 100
Los Angeles, California 90067

Telephone: (310) 556-4811

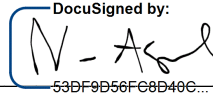
To the Defendant's Counsel:

Matthew C. Sgnilek, Esq.
Andrea Rosenkranz, Esq.
O'HAGAN MEYER
3200 Park Center Drive, Suite 700
Costa Mesa, CA 92626

76. **Execution in Counterpart.** This Settlement may be executed in one or more counterparts. All executed counterparts and each of them will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves original signed counterparts. Facsimile signatures, scanned PDF signatures, and electronic (e.g. DocuSign) signatures will be presumptive evidence of execution of the original, which shall be produced on reasonable request. Any executed counterpart will be admissible to prove the existence and contents of this Settlement.

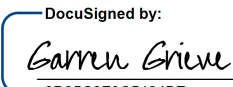
DATED: 3/15/2024

NORMA AGUILAR

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DATED: 4/2/2024

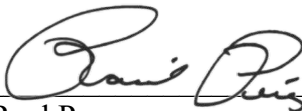
SEASIDE DINING GROUP, INC.

By: 
0D95C3F0C5424BE...
Its: Garren Grieve

1 DATED: 3/15/24

CAPSTONE LAW APC

2
3
4 By:



Raul Perez
Orlando Villalba
Helga Hakimi
Roxanna Tabatabaeepour

7 Attorneys for Plaintiff
8 NORMA AGUILAR

9 DATED: 3/27/2024

O'HAGAN MEYER

10
11
12 By:

DocuSigned by:



Matthew C. Sgnilek, Esq.
Andrea Rosenkranz, Esq.

14 Attorneys for Defendant
15 SEASIDE DINING GROUP, INC.

Exhibit A

Norma Aguilar v. Seaside Dining Group, Inc.
Santa Clara County Superior Court Case No. 21CV390701

|||||
<<ID>>

<<First Last>>

<<Address>>

<<City, State, Zip, Country>>

Name/Address Changes (if any):

NOTICE OF REPRESENTATIVE PAGA ACTION SETTLEMENT

If you are or were a non-exempt, hourly employee of Seaside Dining Group, Inc. at any time between September 15, 2020, and February 26, 2023, you are entitled to receive money from a Representative PAGA Action Settlement.

A court approved this notice. This is not a solicitation from a lawyer. You are not being sued.

1. Why should you read this notice?

A settlement (the “Settlement”) was reached in a representative PAGA action lawsuit entitled *Norma Aguilar v. Seaside Dining Group, Inc., et al.*, Santa Clara County Superior Court Case No. 21CV390701 (the “Action” or “Lawsuit”). The Defendant in the Action is Seaside Dining Group, Inc. (“Defendant”).

The Court has approved a settlement that covers “Aggrieved Employees” defined as follows:

All persons employed in the State of California as hourly, non-exempt employees by Defendant at any time between September 15, 2020, and February 26, 2023.

Defendant’s employment records indicate that you meet this definition, which makes you a member of the group of Aggrieved Employees. The Court directed that this Notice be sent to all Aggrieved Employees to inform you about the case and your rights.

This Notice explains the Lawsuit, the Settlement, and your legal rights.

2. What is this Lawsuit about?

On November 22, 2021, Plaintiff Norma Aguilar (“Plaintiff”) filed the operative complaint against Defendant alleging several violations of California wage and hour laws. Plaintiff filed the Action on behalf of himself and on behalf of Defendant’s current and former non-exempt, hourly employees in the State of California. By Plaintiff’s Complaint, Plaintiff alleges that Defendant owed penalties under California’s Private Attorneys General Act of 2004, California Labor Code §§ 2698-2699.5 (“PAGA”). Defendant vigorously denies all the claims and contentions made in the Lawsuit and maintains it has fully complied with the law, but has agreed to settle the Lawsuit to avoid the expense of litigation.

3. Why is there a Settlement?

The Court did not decide in favor of Plaintiff or Defendant. Instead, both sides agreed to a Settlement. This allows the Parties to avoid the risk and uncertainty of trial and any subsequent appeal, and all affected employees will receive compensation. The Settlement is not an admission of liability by Defendant. Plaintiff and the attorneys

believe the Settlement is fair, reasonable and adequate, and in the best interests of all Aggrieved Employees.

4. What are the terms of the Settlement?

Defendant will pay Seven Hundred and Seventy-Five Thousand Dollars and Zero Cents (\$775,000.00) to settle the Action (the “Maximum Settlement Amount”). The Maximum Settlement Amount includes: (i) all Settlement payments to Aggrieved Employees; (ii) the Representative Plaintiff Payment; (iii) the PAGA Counsel’s attorneys’ fees and costs; (iv) a payment to the California Labor and Workforce Development Agency (“LWDA”) for civil penalties brought under PAGA; and (v) the reasonable fees and costs of the Settlement Administrator.

The Court has approved the following payments from the Maximum Settlement Amount:

- The Representative Plaintiff Payment of [REDACTED] Dollars and Zero Cents (\$[REDACTED].00)
- Plaintiff’s Counsel’s fees of Two Hundred and Fifty-Eight Thousand, Three Hundred and Thirty-Three Dollars and Thirty-Three Cents (\$258,333.33);
- Plaintiff’s Counsel’s out-of-pocket litigation costs of [REDACTED] Dollars and Zero Cents (\$[REDACTED].00); and
- Settlement Administration Costs for the third-party Settlement Administrator of [REDACTED] Dollars and Zero Cents (\$[REDACTED].00).

The law requires that [REDACTED] Dollars and Zero Cents (\$[REDACTED].00), or 75% of the [REDACTED] Dollars and Zero Cents (\$[REDACTED].00) remaining in the Maximum Settlement Amount, be paid to the LWDA. The remaining [REDACTED] Dollars and Zero Cents (\$[REDACTED].00) (“Aggrieved Employees Payment”) will be paid out to the Aggrieved Employees. No portion of the Maximum Settlement Amount will be returned to Defendant.

5. How much am I receiving?

Each Aggrieved Employee is receiving a *pro rata* share of the Aggrieved Employees Payment based on the number of pay periods the person worked for Defendant as a non-exempt, hourly employee during the Representative Period, defined as the period of time from September 15, 2020, through February 26, 2023. Any pay period in which an Aggrieved Employee worked at least one day was counted as a pay period.

To calculate an Aggrieved Employee’s share of the Aggrieved Employees’ Payment, the Aggrieved Employees’ Payment was divided by the aggregate total number of pay periods of all Aggrieved Employees, resulting in the “Pay Period Value.” Each Aggrieved Employee’s share of the Aggrieved Employees Payment will be calculated by multiplying each individual Aggrieved Employee’s total number of pay periods by the Pay Period Value.

Your Compensable Pay Periods are: <<PayPeriods>>

Your share of the Aggrieved Employees Payment is: \$<<Est.PAGAPaymentAmt>>

Each Aggrieved Employee’s share of the Aggrieved Employees Payment will be allocated as follows: 100% as penalties that will not be subject to deductions and withholdings. Each Aggrieved Employee will receive an IRS Form 1099 for his or her share of the Aggrieved Employees Payment, unless his or her share of the Aggrieved Employees Payment is \$600 or less.

The Settlement checks will be able to be cashed for 180 days after they are issued. After 180 days, the Settlement checks will no longer be able to be cashed. Any funds represented by Settlement checks remaining uncashed for

more than 180 days after issuance shall be transmitted to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Code of Civil Procedure Section 1500, *et seq.* in the names of those Aggrieved Employees who did not cash their Settlement checks until such time they claim their property.

6. What claims are being released by the Settlement?

A Judgment has been entered by the Court. Upon the Effective Date of the Judgment, all Aggrieved Employees have released the Released Parties from the Released Claims for the Representative Period, which is defined as the period of time between September 15, 2020, and February 26, 2023.

The Released Claims are defined as all causes of action and claims that were alleged in the Action or reasonably could have been alleged based on the facts and matters contained in the Action, and/or the LWDA Exhaustion Letter, including all of the following claims for relief: (i) failure to pay all regular wages, minimum wages and overtime wages due (Lab. Code §§ 510, 558, 1194, 1194.2, 1197, 1197.1, & 1198); (ii) failure to pay split shift premiums (IWC Wage Order No. I-15(4)); (iii) failure to provide one day's rest in seven (Lab. Code § 552); (iv) failure to provide compliant meal periods (Lab. Code §§ 226.7 & 512); (v) failure to provide compliant rest breaks (Lab. Code § 226.7); (vi) failure to timely pay wages during employment (Lab. Code §§ 204 & 210); (vii) failure to provide complete, accurate wage statements (Lab. Code § 226); (viii) failure to maintain accurate employment and payroll records (Lab. Code §§ 1174 & 1174.5); (ix) failure to pay wages timely at time of termination or resignation (Lab. Code §§ 201-203); (x) failure to indemnify all necessary business expenses (Lab. Code §§ 2800, *et seq.*); and (xi) any claim for costs and attorneys' fees and expenses arising out of the foregoing claims (collectively, the "PAGA Released Claims"). PAGA Released Claims for Aggrieved Employees who worked for Defendant in California during the Representative Period shall have their claims released during the Representative Period.

Aggrieved Employees cannot opt out of or object to the foregoing Release.

Released Parties are Defendant and their past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, including but not limited to O'Hagan Meyer, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

If you have questions, you can call the Settlement Administrator at [REDACTED].

PLEASE DO NOT TELEPHONE THE COURT OR DEFENDANT'S MANAGERS OR
SUPERVISORS ABOUT THIS SETTLEMENT
They will not be able to assist you.