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13 Attorneys for Defendant
14 AWESOME DOUGHNUT LLC

15 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**
16 **COUNTY OF LOS ANGELES**
17

18 ALICIA HERNANDEZ, an individual, on behalf
19 of herself and other similarly aggrieved employees
and the State of California,

20 Plaintiff,

21 vs.

22 AWESOME DOUGHNUT LLC and DOES 1-50,
23 Defendants.
24
25
26
27
28

CASE NO.: 22STCV02415

*[Assigned to the Honorable Robert S. Draper;
Dept. 78]*

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

Complaint Filed: January 20, 2022

1 This Joint Stipulation of Settlement and Release of PAGA Action (“Agreement”) is made and
2 entered into between Plaintiff Alicia Hernandez (“Plaintiff”), individually and on behalf of the
3 Aggrieved Employees (defined below), and Defendant Awesome Doughnut LLC (“Defendant”). This
4 Agreement is subject to approval of the Court and is made for the sole purpose of attempting to
5 consummate settlement of the Action (defined below) on a PAGA basis subject to the following terms
6 and conditions. The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or
7 individually as “Party.”

8 **1. DEFINITIONS.**

9 1.1. “Action” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations against
10 Defendant captioned *Alicia Hernandez v. Awesome Doughnut LLC*, Los Angeles County Superior
11 Court Case No. 22STCV02415 and initiated on January 20, 2022.

12 1.2. “Administrator” means Phoenix Settlement Administrators, the neutral entity the Parties
13 have agreed to appoint to administer the Settlement.

14 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid
15 from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance
16 with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of
17 this Settlement.

18 1.4. “Aggrieved Employee(s)” means all current and former non-exempt employees
19 employed by Defendant as managers or assistant managers at Defendant’s locations in California
20 during the PAGA Period.

21 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in
22 Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address,
23 social security number, and number of PAGA Pay Periods.

24 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and
25 search for current Aggrieved Employee mailing addresses using all reasonably available sources,
26 methods and means including, but not limited to, the National Change of Address database, skip
27 traces, and direct contact by the Administrator with Aggrieved Employees.

28 1.7. “Court” means the Superior Court of California, County of Los Angeles.

1.8. "Defendant" means Defendant Awesome Doughnut LLC.

1.9. "Defense Counsel" means Adam Y. Siegel and Brittney E. Willis of Jackson Lewis P.C.

1.10. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement, (b) sixty-five days have passed since the Order Approving the PAGA Settlement, and (c) the Judgment is final. The Judgment is final as of the latest of the day the court enters Judgment.

1.11. "Gross Settlement Amount" means \$60,000.00 which is the total amount Defendant agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator's Expenses Payment. 25% of the Gross Settlement Amount will be the Net Settlement Amount available to Aggrieved Employees. The remaining 75% of the Gross Settlement Amount, which shall represent the LWDA's 75% share of the civil penalties recovered, shall be split as follows: (a) Administration Expenses Payment; (b) PAGA Counsel Fees Payment; and (c) PAGA Counsel Litigation Expenses Payment, with the remainder of the 75% of the Gross Settlement Amount to be paid to the LWDA.

1.12. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.13. "Judgment" means the judgment entered by the Court based upon the Final Approval.

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

1.15. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i) less the following: (a) Administration Expenses Payment; (b) PAGA Counsel Fees Payment; and (c) PAGA Counsel Litigation Expenses Payment.

1.16. "Net Settlement Amount" means the \$15,000 available to Aggrieved Employees in Individual PAGA Payments, or 25% of the Gross Settlement Amount.

1.17. "PAGA Counsel" means Dennis F. Moss, Ari E. Moss, Jeremy F. Bollinger and Jorge A. Flores of Moss Bollinger LLP, the attorneys representing the Plaintiff in the Action.

- 1.18. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees (not to exceed 35% of the Gross Settlement Amount (\$21,000)) and expenses (actual expenses not to exceed \$1,000.00), respectively, incurred to prosecute the Action.
- 1.19. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.20. "PAGA Period" means the period from November 15, 2020 to July 1, 2023.
- 1.21. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698 et seq.).
- 1.22. "PAGA Notice" means Plaintiff's November 15, 2021 letter to Defendant and the LWDA providing notice of the alleged Labor Code violations pursuant to Labor Code section 2699.3, subd. (a).
- 1.23. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$15,000.00) and 75% to the LWDA (\$45,000.00) in settlement of PAGA claims from which (a) Administration Expenses Payment; (b) PAGA Counsel Fees Payment; and (c) PAGA Counsel Litigation Expenses Payment will be deducted.
- 1.24. "Plaintiff" means Alicia Hernandez, the named plaintiff in the Action.
- 1.25. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.26. "Released PAGA Claims" means the claims being released by Plaintiff and Aggrieved Employees as described in Paragraph 5 below. Aggrieved Employees are not permitted to opt out of or object to this Agreement or the Released PAGA Claims.
- 1.27. "Released Parties" means Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.
- 1.28. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1
2 **2. RECITALS**

3 2.1. On January 20, 2022, Plaintiff commenced this Action by filing a Complaint ("Operative
4 Complaint") alleging a single cause of action against Defendant for civil penalties under PAGA for
5 Defendant's alleged failure to correctly calculate the regular rate of compensation when paying
6 premium wages for non-compliant rest and meal periods and for failure to pay waiting time
7 penalties due to Defendant's alleged failure to pay the correct regular rate of compensation when
8 paying premium wages for non-compliant rest and meal periods. Defendant denies the allegations in
9 the Operative Complaint, denies any failure to comply with the laws identified in the Operative
10 Complaint and denies any and all liability for the causes of action alleged.

11 2.2. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff gave timely written notice to
12 Defendant and the LWDA by sending the PAGA Notice on November 15, 2021.

13 2.3. Between February 2023 to June 2023, counsel for the Parties discussed the merits of
14 Plaintiff's claim, including the strengths and weaknesses of each claim, on several occasions.

15 2.4. On March 22, 2023, Defendant provided Plaintiff with payroll data for Aggrieved
16 Employees, including data showing payment of premium wages for meal and rest period violations
17 and payment of bonuses.

18 2.5. After analyzing Defendant's payroll data, the Parties engaged in settlement discussions.
19 On June 29, 2023, the Parties agreed to settle the Action, the terms of which are memorialized in
20 this Settlement.

21 2.6. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of
22 any other pending matter or action asserting claims that will be extinguished or affected by the
23 Settlement.

24 **3. MONETARY TERMS**

25 3.1. Gross Settlement Amount. Defendant promises to pay \$60,000.00 and no more as the
26 Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior
27 to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire
28

Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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 the LWDA: 75% (\$45,000.00) of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i) from which the following payments will be made:

3.2.1.1. Administration Expenses Payment. An Administrator Expenses Payment to the Administrator not to exceed \$2,775.00 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 \$2,775.00, the Administrator will allocate the remainder to the LWDA's share of the PAGA Penalties.

3.2.1.2. PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment.

A PAGA Counsel Fees Payment of not more than 35% which is currently estimated to be \$21,000.00 and PAGA Counsel Litigation Expenses Payment of not more than \$1,000.00. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the LWDA's share of PAGA Penalties. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment.

3.2.2. To Aggrieved Employees: 25% (\$15,000) of the PAGA Penalties allocated to Individual PAGA Payments available to Aggrieved Employees.

1 3.2.2.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing
2 the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$15,000.00)
3 by the total number of PAGA Pay Periods worked by all Aggrieved Employees during
4 the PAGA Period and (b) multiplying the result by each Aggrieved Employee's
5 PAGA Period Pay Periods to determine each employee's share. Aggrieved Employees
6 assume full responsibility and liability for any taxes owed on their Individual PAGA
7 Payment.

8 3.2.2.2. The Administrator will report the Individual PAGA Payments on IRS 1099
9 Forms.

10 3.2.2.3. Aggrieved Employees are prohibited from opting out of the Settlement and are
11 prohibited from objecting to the Settlement.

12 **4. SETTLEMENT FUNDING AND PAYMENTS.**

13 4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant
14 estimates there are 144 Aggrieved Employees who worked a total of 716 PAGA Pay Periods. If the
15 total number of pay periods increases by more than 100 through the PAGA Period, the Parties agree
16 that the Gross Settlement amount will be proportionately increased on a pro rata basis for pay
17 periods in excess of 816, and the rights and obligations contained herein shall be adjusted
18 accordingly. By way of example, should the pay periods increase 110 pay periods, Defendant shall
19 pay a pro rata increase of 10 pay periods. Alternatively, Defendant may elect to cut off the release
20 period as of the date the pay periods increase by 100.

21 4.2. Aggrieved Employee Data. Within 14 days after the Effective Date, Defendant will
22 deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel
23 spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the
24 Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of
25 this Settlement and for no other purpose, restrict access to the Aggrieved Employee Data to
26 Administrator employees who need access to the Aggrieved Employee Data to effect and perform
27 under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it
28 discovers that the Aggrieved Employee Data omitted employee identifying information and to

1 provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any
2 extension of the deadline by which Defendant must send the Aggrieved Employee Data to the
3 Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to
4 reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

5 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement
6 Amount by transmitting the funds to the Administrator no later than 14 days after the Effective
7 Date.

8 4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the
9 Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments,
10 the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fees
11 Payment and the PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA
12 Counsel Fees Payments and PAGA Counsel Litigation Expenses Payment shall not precede
13 disbursement of Individual PAGA Payments.

14 4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to
15 the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each
16 check shall prominently state the date (not less than 180 days after the date of mailing)
17 when the check will be voided. The Administrator will cancel all checks not cashed by the
18 void date. Before mailing any checks, the Settlement Administrator must update the
19 recipients' mailing addresses using the National Change of Address Database.

20 4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all
21 Aggrieved Employees whose checks are returned undelivered without USPS forwarding
22 address. Within 7 days of receiving a returned check the Administrator must re-mail checks
23 to the USPS forwarding address provided or to an address ascertained through the
24 Aggrieved Employee Address Search. The Administrator need not take further steps to
25 deliver checks to Aggrieved Employees whose re-mailed checks are returned as
26 undelivered. The Administrator shall promptly send a replacement check to any Aggrieved
27 Employee whose original check was lost or misplaced, requested by the Aggrieved
28 Employee prior to the void date.

1 4.4.3. For any Aggrieved Employee whose Individual Payment check is uncashed and canceled
2 after the void date, the Administrator shall transmit the funds represented by such checks to
3 the Controller of the State of California to be held pursuant to the Unclaimed Property Law,
4 California Civil Code § 1500 et seq., in the name of the Aggrieved Employee.

5 4.4.4. The payment of Individual PAGA Payments shall not obligate Defendant to confer any
6 additional benefits or make any additional payments to the Aggrieved Employees (such as
7 401k contributions or bonuses) beyond those specified in this Agreement.

8 **5. RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the entire Gross
9 Settlement Amount, Aggrieved Employees will release claims against all Released Parties as
10 follows:

11 5.1. Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on
12 behalf of themselves and their respective former and present representatives, agents, attorneys,
13 heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA
14 Penalties that were alleged, or reasonably could have been alleged, based on the facts contained in
15 the Operative Complaint and the PAGA Notice, including any claims under the California Labor
16 Code and California Industrial Welfare Commission Wage Orders that were alleged for violations
17 of Labor Code Sections 201, 202, 203, and 226.7 and Wage Order 5.

18 **6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.** The Parties agree to
19 jointly prepare and file an application or motion for approval of this Settlement.

20 6.1. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all
21 documents necessary for obtaining approval of this Settlement under Labor Code Section 2699,
22 subd. (f)(2), including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a
23 signed declaration from the Administrator attaching its "not to exceed" bid for administering the
24 Settlement and attesting to its willingness to serve; competency; operative procedures for protecting
25 the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach,
26 defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of
27 interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial
28

relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2. Responsibilities of Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement, and if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Order granting Approval to the Administrator.

6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA 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 the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA 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.

7. SETTLEMENT ADMINISTRATION.

7.1. Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administrators to serve as the Administrator and verified that, as a condition of appointment, Phoenix Settlement Administrators 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

1 or otherwise, with the Administrator other than a professional relationship arising out of prior
2 experiences administering settlements.

3 7.2. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets
4 the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section
5 468B-1.

6 7.3. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be
7 performed or observed by the Administrator contained in this Agreement or otherwise.

8 8. **AGGRIEVED EMPLOYEE SIZE ESTIMATES.** Based on its records, Defendant estimates that,
9 as of the date of this Settlement Agreement, there are 144 Aggrieved Employees who worked 716
10 Pay Periods during the PAGA Period.

11 9. **CONTINUING JURISDICTION OF THE COURT.** The Parties agree that, after entry of
12 judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for
13 purposes of (i) enforcing this Agreement and/or judgment, (ii) addressing settlement administration
14 matter, and (iii) addressing such post-judgment matter as are permitted by law.

15 9.1. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
16 conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA
17 Counsel Litigation Expenses Payment, the Parties and their respective counsel waive all rights to
18 appeal from the judgment, including all rights to post-judgment and appellate proceedings, the right
19 to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The
20 waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals.
21 If another party appeals the judgment, the Parties' obligations to perform under this Agreement will
22 be suspended until such time as the appeal is finally resolved and the judgment becomes final,
23 except as to matters that do not affect the amount of the Net Settlement Amount.

24 10. **ADDITIONAL PROVISIONS.**

25 10.1. No Admission of Liability or Representative Manageability for Other Purposes. This
26 Agreement represent a compromise and settlement of highly disputed claims. Nothing in this
27 Agreement is intended or should be construed as an admission by Defendant that any of the
28 allegations in the Operative Complaint have merit or that Defendant has any liability for any claims

1 asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's
2 defenses in the Action have merit. The Parties agree that representative treatment is for purposes of
3 this Settlement only. If, for any reason, the Court does not approve this Settlement, Defendant
4 reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest
5 Defendant's defenses. The Settlement, this Agreement and the Parties' willingness to settle the
6 Action will have no bearing on, and will not be admissible in connection with, any litigation (except
7 for proceedings to enforce or effectuate the Settlement and this Agreement).

8 10.2. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
9 together with its attached exhibits shall constitute the entire agreement between the Parties relating
10 to the Settlement, superseding any and all oral representations, warranties, covenants, or
11 inducements made to or by any Party.

12 10.3. Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and
13 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate
14 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its
15 terms, and to execute any other documents reasonably required to effectuate the terms of this
16 Agreement including any amendments to this Agreement.

17 10.4. Cooperation. The Parties and their counsel will cooperate with each other and use their
18 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
19 Settlement Agreement, submitting supplemental evidence and supplementing points and authorities
20 as requested by the Court. In the event the Parties are unable to agree upon the form or content of
21 any document necessary to implement the Settlement, or on any modification of the Agreement that
22 may become necessary to implement the Settlement, the Parties will seek assistance of a mediator
23 and/or the Court for resolution.

24 10.5. No Prior Assignments. The Parties separately represent and warrant that they have not
25 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
26 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
27 action, or right released and discharged by the Party in this Settlement.

1 10.6. No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant nor Defense Counsel are
2 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
3 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR part
4 10, as amended) or otherwise.

5 10.7. Modification of Agreement. This Agreement and all parts of it, may be amended,
6 modified, changes, or waived only by an express written instrument signed by all Parties or their
7 representatives, and approved by the Court.

8 10.8. Agreement Binding on Successors. This Agreement will be binding upon, and inure to
9 the benefit of, the successors of each of the Parties.

10 10.9. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
11 governed by and interpreted according to the internal laws of the state of California, without regard
12 to conflict of law principles.

13 10.10. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of
14 this Agreement. This Agreement will not be construed against any Party on the basis that the Party
15 was the drafter or participated in the drafting.

16 10.11. Confidentiality. To the extent permitted by law, all agreements made, and orders entered
17 during the Action and in this Agreement relating to the confidentiality of information shall survive
18 the execution of this Agreement.

19 10.12. Headings. The descriptive heading of any section or paragraph of this Agreement is
20 inserted for convenience of reference only and does not constitute a part of this Agreement.

21 10.13. Calendar days. Unless otherwise noted, all references to “days” in this Agreement shall
22 be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend
23 or federal holiday, such date or deadline shall be on the first business day thereafter.

24 10.14. Notice. All notices, demands or other communications between the Parties in connection
25 with this Agreement will be in writing and deemed to have been duly given as of the third business
26 day after mailing by the United States mail, or the day sent by email or messenger,
27 addressed as follows:

28 //

To Plaintiff: Dennis F. Moss
MOSS BOLLINGER LLP
15300 Ventura Blvd, Suite 207
Sherman Oaks, CA 91403

To Defendant: Adam Y. Siegel
JACKSON LEWIS P.C.
725 South Figueroa Street, Suite 2500
Los Angeles, California 90017-5408

10.15. 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.

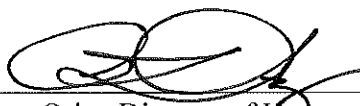
10.16. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a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

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Settlement and Release between Plaintiff and Defendant as of the date(s) set forth:

Dated: _____ Plaintiff

By: _____
Alicia Hernandez

Dated: *August 11, 2023* Defendant Awesome Doughnut, LLC

By:  _____
Ana Ortiz, Director of Human Resources, on behalf of
Awesome Doughnut, LLC

1 Dated: _____

MOSS BOLLINGER LLP

2
3 By: _____

4 Dennis F. Moss
5 Jeremy F. Bollinger
6 Jorge A. Flores

Attorneys for Plaintiff

7 Dated: August 18, 2023

JACKSON LEWIS P.C.

8
9 By:  _____

10 Adam Y. Siegel
11 Brittney E. Willis

Attorneys for Defendant

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13 4877-0876-9649, v. 4
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To Plaintiff: Dennis F. Moss
MOSS BOLLINGER LLP
15300 Ventura Blvd, Suite 207
Sherman Oaks, CA 91403

To Defendant: Adam Y. Siegel
JACKSON LEWIS P.C.
725 South Figueroa Street, Suite 2500
Los Angeles, California 90017-5408

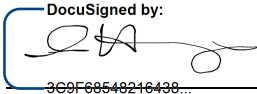
10.15. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument 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.

10.16. 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.

IN WITNESS HEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Settlement and Release between Plaintiff and Defendant as of the date(s) set forth:

Dated: 8/11/2023

Plaintiff

By: 
Alicia Hernandez

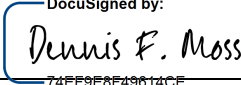
Dated:

Defendant Awesome Doughnut, LLC

By: _____
Ana Oritz, Director of Human Resources, on behalf of
Awesome Doughnut, LLC

1 Dated: 8/17/2023

MOSS BOLLINGER LLP

2
3 By: 
4 74EF9E8F49614CE...
5 Dennis F. Moss
6 Jeremy F. Bollinger
7 Jorge A. Flores
8 Attorneys for Plaintiff

9 Dated:

JACKSON LEWIS P.C.

10 By: _____
11 Adam Y. Siegel
12 Brittney E. Willis
13 Attorneys for Defendant

14 4877-0876-9649, v. 4