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12 SUPERIOR COURT OF THE STATE OF CALIFORNIA

13 FOR THE COUNTY OF SAN DIEGO

14 NATALY GOMEZ, as an individual and on
behalf of all others similarly situated; ISABEL
15 DOMINGUEZ, as an individual and on behalf
of all others similarly situated,

16
17 Plaintiffs

18 v.

19 PIE VENTURE, LLC; AKASH
MANAGEMENT LLC; and DOES 1 through
20 50, inclusive,

21 Defendants

22 JONNATHAN A. ROBINSON, individually
and on behalf of all others similarly situated,

23 Plaintiff,

24 v.

25 AKASH MANAGEMENT, LLC dba
26 PIEOLOGY PIZZERIA, a California Limited
Liability Company; and DOES 1-50,
27 inclusive,

28 Defendants.

Case No. 37-2022-00002648-CU-OE-CTL
Assigned to the Hon. Gregory W. Pollack,
Dept. C-71

**SETTLEMENT AGREEMENT AND
STIPULATION TO RESOLVE CLASS
ACTION AND PAGA CLAIMS**

Case No. 23STCV09374; filed in Los Angeles
County on April 26, 2023

1 JONNATHAN A. ROBINSON, on behalf of
2 the general public as private attorney general,

3 Plaintiff,

4 v.

5 AKASH MANAGEMENT, LLC dba
6 PIEOLOGY PIZZERIA, a California Limited
7 Liability Company; and DOES 1-50,
8 inclusive,

9 Defendants.

Case No. 23STCV15487; filed in Los Angeles
County on July 3, 2023

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1 This Settlement Agreement and Stipulation To Resolve Class Action and PAGA Claims
2 (the “**Settlement Agreement**,” “**Agreement**,” or “**Settlement**”) is entered into to resolve the
3 following actions: (1) *Nataly Gomez, et al. v. Pie Venture, LLC, et al.*, San Diego County
4 Superior Court Case No. 37-2022-00002648-CU-OE-CTL (the “Gomez Action”); (2) *Jonnathan*
5 *A. Robinson, v. Akash Management, LLC dba Pieology Pizzeria*, Los Angeles County Superior
6 Court Case 23STCV09374 (the “Robinson Class Action”); (3) *Jonnathan A. Robinson, v. Akash*
7 *Management, LLC dba Pieology Pizzeria*, Los Angeles County Superior Court 23STCV15487
8 (the “Robinson PAGA Action”); and (4) any and all claims, known or unknown, by Plaintiffs
9 Nataly Gomez, Isabel Dominguez, and Jonnathan A. Robinson (“Plaintiffs”) against Defendants
10 Pie Venture, LLC and Akash Management LLC (“Defendants”) (collectively, the “Actions”).
11 This agreement is entered into between Plaintiffs and Defendants (collectively referred to as the
12 “Parties”).

13 **DEFINITIONS**

14 1. **Actions.** “**Actions**” mean the Gomez Action, the Robinson Class Action, and the
15 Robinson PAGA Action.

16 2. **Aggrieved Employees.** “**Aggrieved Employees**” means all individuals who are or
17 previously were employed by Defendants as non-exempt California employees during the PAGA
18 Period. Defendants represent that they estimate there will be approximately 2,653 Aggrieved
19 Employees during the PAGA Period who worked approximately 52,476 Pay Periods during the
20 PAGA Period.

21 3. **Agreement or Settlement or Settlement Agreement.** “**Agreement**” or “**Settlement**”
22 or “**Settlement Agreement**” means this Settlement Agreement and Stipulation To Resolve Class
23 Action and PAGA Claims, entered into by the Parties to resolve the Actions.

24 4. **Attorneys’ Fees and Costs.** “**Attorneys’ Fees and Costs**” means the amount
25 authorized by the Court for: (i) an award of attorneys’ fees to Class Counsel for litigation and
26 resolution of the matter, in the amount that does not exceed 33 1/3% percent of the Gross
27 Settlement Amount; and (ii) reimbursement of actual costs incurred by Class Counsel in
28 connection with the Actions, in an amount to not to exceed \$249,975.00. Pursuant to a Joint

1 Prosecution Agreement between Plaintiffs' counsel and subject to the court's approval, James
2 Hawkins APLC will receive 40% of the Attorneys' Fees (\$99,990.00) and Ferraro Vega
3 Employment Lawyers, Inc. will receive 60% of the Attorneys' Fees (\$149,985.00).

4 5. Class Counsel. "**Class Counsel**" means James R. Hawkins, Gregory Mauro,
5 Michael Calvo, Lauren Falk, and Ava Issary of JAMES HAWKINS APLC.

6 6. Class or Class Members. "**Class**" or "**Class Members**" means all persons who
7 have been employed by Defendants as Non-Exempt Employees or equivalent positions however
8 titled in the state of California during the Class Period who did not sign an arbitration agreement
9 with Defendants. Defendants represent there are approximately 479 Class Members who worked
10 during the Class Period. Defendants also represent that it estimates there will be approximately
11 19,664 workweeks during the Class Period.

12 7. Class Notice. "**Class Notice**" means the Notice of Class Action Settlement,
13 attached as **Exhibit A** to this Agreement, or a substantially similar notice approved by the Court.

14 8. Class Period. "**Class Period**" means the period from January 21, 2018, through the
15 date of 120 days after full execution of this settlement agreement.

16 9. Class Representative. "Class Representative" means Plaintiffs Nataly Gomez and
17 Isabel Dominguez.

18 10. Court. "**Court**" means the San Diego Superior Court, where the Gomez Action is
19 currently pending.

20 11. Defendants. "**Defendants**" means Pie Venture, LLC and Akash Management LLC.

21 12. Effective Date. The "**Effective Date**" of this Agreement will be the later of (i) the
22 61st day after service of notice of entry of the Final Order and Final Judgment, if no appeal,
23 review, or writ has been filed; or (ii) if an appeal, review, or writ is sought from the Final Order or
24 Final Judgment, the day after the Final Order and Final Judgment are affirmed or the appeal,
25 review, or writ is dismissed or denied, and the Final Order and Final Judgment are no longer
26 subject to further judicial review. The Effective Date is conditioned upon the Court's having
27 entered a Final Order and Judgment as set forth in this Agreement.

28 13. Employer's Taxes. "**Employer's Taxes**" means Defendants' share of the payroll

1 taxes associated with the wage portion of the Individual Settlement Payments, which Defendants
2 will pay separately from the Gross Settlement Amount, and in no event shall exceed 20% of the
3 Gross Settlement Amount.

4 14. Enhancement Award. “**Enhancement Award**” means the amount the Court
5 authorizes to be paid to each of the Named Plaintiffs in addition to their Individual Settlement
6 Payment, in recognition of their effort and work in prosecution of the Actions, up to \$10,000.00
7 for each Plaintiff.

8 15. Final Hearing Date. “**Final Hearing Date**” means the date set by the Court for the
9 hearing on final approval of the Settlement.

10 16. Final Order and Judgment. “**Final Order and Judgment**” means the proposed
11 order granting final approval of the Settlement and the separate proposed judgment, which
12 Plaintiffs will submit to the Court with the motion for final approval of the Settlement.

13 17. General Release Named Plaintiffs Only. “**General Release**” means the general
14 release of all claims as set forth in Paragraph 51.

15 18. Gross Settlement Amount. “**Gross Settlement Amount**” means the total
16 settlement payment Defendants have agreed to make under this Agreement. The Gross Settlement
17 Amount is \$750,000.00.

18 19. Individual PAGA Payment. “**Individual PAGA Payment**” means a payment to an
19 Aggrieved Employee of the employee’s share of the PAGA Payment as set forth in this
20 Agreement.

21 20. Individual Settlement Payment. “**Individual Settlement Payment**” means the
22 individual settlement payment allocated to each Participating Class Member and/or Aggrieved
23 Employee as set forth in this Agreement, and consists of the Participating Class Member Payment
24 and the Individual PAGA Payment to the extent an employee is eligible.

25 21. Named Plaintiffs. “**Named Plaintiffs**” means Nataly Gomez, Isabel Dominguez,
26 and Jonnathan A. Robinson.

27 22. Notice Period. “**Notice Period**” means the time period commencing on the date the
28 Class Notice is mailed to Class Members and ending 60 days thereafter unless a notice is remailed

1 to a Class Member, in which case, the Notice Period shall end either 60 days after mailing or 45
2 days after remailing, whichever is later.

3 23. Net Class Settlement Amount. “**Net Class Settlement Amount**” means the
4 settlement amount to be distributed to Participating Class Members, which is the Gross Settlement
5 Amount less Attorneys’ Fees and Costs, the Enhancement Award, the PAGA Amount, and
6 Settlement Administration Costs.

7 24. PAGA Claims. “**PAGA Claims**” means, for the PAGA Period, claims for
8 penalties under the California Private Attorneys’ General Act (California Labor Code § 2698, *et*
9 *seq.*) that (a) arise from the facts, matters, transactions or occurrences alleged in the Actions or
10 that could have been alleged in the Actions based on such facts; and/or (b) arise from the facts,
11 matters, transactions or occurrences alleged, or that could have been alleged, in the PAGA Notice
12 Letters sent by the Named Plaintiffs to the Labor and Workforce Development Agency
13 (“**LWDA**”) pursuant to Labor Code section 2699.3 on or about December 16, 2021 (Plaintiffs
14 Dominguez and Gomez) and April 26, 2023 (Plaintiff Robinson) asserting that Defendants
15 violated various provisions of the Labor Code. Without limiting the foregoing, and in addition to
16 the foregoing, the PAGA Claims include claims premised on the failure to pay all minimum wages
17 and overtime compensation including, but not limited to; time spent working off-the-clock; failure
18 to provide meal periods and rest breaks or premium payments; failure to provide records; failure to
19 provide and maintain complete and accurate itemized wage statements; split shift violations;
20 failure to keep complete and accurate payroll records; untimely payment of wages during
21 employment and at the time of termination; failure to provide supplemental paid sick leave; tip
22 theft; failure to pay reporting time pay; failure to reimburse necessary business expenses,
23 violations of California Labor Code §§ 201, 202, 203, 204, 204(b), 210, 226, 226.3, 226.7, 246,
24 351, 432, 510, 512, 516, 558, 1174, 1174(d), 1174.5, 1175, 1194, 1194.2, 1197, 1197.1, 1198,
25 1198.5, 2802; 2698; in connection with the allegations in the LWDA Notices and Operative
26 Complaint; and related violations of the applicable California Wage Orders and California Code of
27 Regulations, Title 8, section 11000 *et seq.* The PAGA Claims excludes claims for vested benefits,
28 wrongful termination, unemployment insurance, disability, social security, workers’ compensation

claims, FEHA-related claims for retaliation, discrimination or harassment, and any claims outside of the PAGA Period.

25. PAGA Amount. “**PAGA Amount**” means the amount of \$50,000.00, which represents the portion of the Gross Settlement Amount allocated to the settlement of the PAGA Claims. The PAGA Amount is paid from the Gross Settlement Amount, and will be allocated as set forth in this Agreement. The Parties agree that 75% of the PAGA Amount (\$37,500.00) will be paid to the LWDA as the “**LWDA Payment**,” and the remaining 25% (\$12,500.00) will be allocated to the Aggrieved Employees as the “PAGA Payment.”

26. PAGA Period. “**PAGA Period**” means the period from December 16, 2020, through June 10, 2024.

27. Parties. “**Parties**” means the Defendants and the Named Plaintiffs, individually and on behalf of all Class Members and Aggrieved Employees. Each of the Parties may be referred to in the singular as a “**Party**.”

28. Participating Class Member. “**Participating Class Member**” means each Class Member who has not timely opted out of the Settlement pursuant to this Agreement; “**Settlement Class**” means a class of all Participating Class Members.

29. Participating Class Member Payment. “**Participating Class Member Payment**” means the *pro rata* share of the Net Settlement Amount that a Class Member may be eligible to receive under the Class Settlement, to be calculated in accordance with Paragraph 55.f., which is inclusive of the employee’s share of taxes and withholdings with respect to the wages portion of the Participating Class Member Payment.

30. Preliminary Approval Order. “**Preliminary Approval Order**” means an order from the Court preliminarily approving this Settlement.

31. Released Parties. “**Released Parties**” means and includes Defendants and its respective current and former parents, predecessors or successors, holding companies, owners, subsidiaries, divisions, and affiliated or related persons or entities, and each of their respective officers, directors, managers, employees, insurers, partners, shareholders, members, attorneys, agents, executors, and assigns.

1 32. Released Claims. “**Released Claims**” means, for the duration of the Class Period,
2 any and all claims, actions, or causes of action against Defendants and the other Released Parties
3 (a) that are alleged in the operative complaint; and/or (b) that could have been alleged in the
4 operative complaint based upon or arising out of the facts alleged therein, except those arising
5 under PAGA. Without limiting the foregoing, and in addition to the foregoing, the Released
6 Claims include claims premised on the failure to pay all minimum wages and overtime
7 compensation including, but not limited to; time spent working off-the-clock; failure to provide
8 meal periods and rest breaks or premium payments; failure to provide records; failure to provide
9 and maintain complete and accurate itemized wage statements; split shift violations; failure to
10 keep complete and accurate payroll records; untimely payment of wages during employment and
11 at the time of termination; failure to provide supplemental paid sick leave; tip theft; failure to pay
12 reporting time pay; failure to reimburse necessary business expenses; unfair business practices;
13 violations of California Labor Code §§ 201, 202, 203, 204, 226, 226.3, 226.7, 246, 351, 432, 510,
14 512, 558, 1174, 1174(d), 1174.5, 1175, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2802; related
15 violations of the applicable California Wage Orders; violations of all related or corresponding
16 federal laws; and violations of California Business and Professions Code section 17200, *et seq* in
17 connection with the alleged Labor Code violations alleged (or that could be alleged based on the
18 facts pled) in the Actions. The Released Claims excludes claims for vested benefits, wrongful
19 termination, unemployment insurance, disability, social security, workers’ compensation claims,
20 FEHA-related claims for retaliation, discrimination or harassment, and any claims outside of the
21 Class Period.

22 33. Settlement Administration Costs. “**Settlement Administration Costs**” means the
23 costs of settlement administration, including costs of notice to Class Members, distributing
24 settlement payments, and any other fees and costs incurred or charged by the Settlement
25 Administrator in connection with the execution of its duties under this Settlement.

26 34. Settlement Administrator. “**Settlement Administrator**” means **Apex** Class
27 Action, LLC, or such other third-party administrator chosen by the Parties and approved by the
28 Court.

35. Settlement Hearing. “**Settlement Hearing**” means the hearing on the Final Hearing Date at which the Court will determine whether to fully and finally approve the fairness and reasonableness of this Agreement.

RECITALS

36. On December 16, 2021, Named Plaintiffs Gomez and Dominguez submitted a PAGA Notice to the LWDA.

37. On April 26, 2023, Named Plaintiff Robinson submitted a PAGA Notice to the LWDA.

38. On March 7, 2022, Named Plaintiffs Gomez and Dominguez filed the Class and PAGA Action against Defendants in a case entitled *Nataly Gomez, et al. v. Pie Venture, LLC*, San Diego County Superior Court Case No. 37-2022-00002648-CU-OE-CTL.

39. On April 26, 2023, Named Plaintiff Robinson filed the Class Action against Defendants in a case entitled *Jonnathan A. Robinson v. Akash Management, LLC dba Pieology Pizzeria*, Los Angeles County Superior Court Case No. 23STCV09374.

40. On July 3, 2023, Named Plaintiff Robinson filed the PAGA Action against Defendants in a case entitled *Jonnathan A. Robinson v. Akash Management, LLC dba Pieology Pizzeria*, Los Angeles County Superior Court Case No. 23STCV15487.

41. The Actions allege that Defendants violated various wage-and-hour laws, including: (1) failure to pay wages including overtime as required by Labor Code §§ 510 and 1194; (2) failure to provide meal periods as required by Labor Code §§ 226.7, 512 and IWC Wage Orders; (3) failure to provide rest periods as required by Labor Code §§ 226.7, 512; (4) failure to pay timely wages required by Labor Code § 203; (5) failure to timely pay wages during employment required by Labor Code § 204; (6) failure to provide accurate wage statements required by Labor Code §§ 226, 226.3, 558.1; (7) failure to maintain accurate records relating to hours worked daily; (8) failure to reimburse necessary business expenses; (9) failure to pay reporting time pay; (10) failure to provide personnel records; (11) failure to pay sick pay accurately; (12) tip theft; (13) violation of Business & Professions Code § 17200, et seq.; and (14) penalties pursuant to the California Private Attorneys General Act.

42. In preparation for the mediation, Defendants provided Class Counsel with time and payroll records and relevant policies for Class Members during the Class Period.

43. On April 5, 2024, the Parties participated in mediation with Louis Marlin, Esq. (the “**Mediator**”), a respected mediator of complex wage-and-hour actions, and with the assistance of the Mediator’s evaluations, the Parties reached the settlement that is memorialized in this Agreement.

44. Defendants deny that they engaged in any misconduct in connection with the wage-and-hour practices associated with the Class Members (inclusive of the Aggrieved Employees). Defendants further deny that they have any liability of any kind associated with the claims alleged in the Actions. Defendants contend that they have complied with both federal and state wage-and-hour laws, and all other laws regulating its relationship with the Class Members and the Aggrieved Employees, including the Named Plaintiffs.

45. Class Counsel has investigated the facts relating to the Actions. Settlement discussions were conducted at arm's length during a full-day mediation with a neutral third-party mediator, and the Settlement is the result of an informed and detailed analysis of Defendants' potential liability and exposure in relation to the costs and risks associated with continued litigation. Based on the documents and data produced, as well as Class Counsel's own independent investigation and evaluation, Class Counsel believes that the Settlement documented by this Settlement Agreement is fair, reasonable, and adequate, and in the best interest of the Class in light of all known facts and circumstances, including the risk of significant delay and defenses asserted to the merits of the Actions. While Defendants specifically deny any liability in the Actions, Defendants have agreed to enter into this Settlement to avoid the costs associated with defending the Actions.

46. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement Agreement.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the recitals listed above and the promises and

warranties set forth below, and intending to be legally bound and acknowledging the sufficiency of the consideration and undertakings set forth below, Named Plaintiffs, individually and on behalf of the Class Members, Aggrieved Employees, and, to the extent permitted by law, the State of California, and Defendants agree that the Actions shall be and are finally and fully compromised and settled on the following terms and conditions:

47. Non-Admission Of Liability. The Parties enter into this Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense and risk of continued litigation. In entering into this Agreement, Defendants and the other Released Parties do not admit, and specifically deny, that they have violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to the Class or the Aggrieved Employees. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendants or any of the other Released Parties of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement, this Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendants or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law.

48. Consolidated Action in San Diego Superior Court. Plaintiffs agree to take all actions necessary to consolidate the Actions in San Diego Superior Court under the Gomez Action, including, but not limited to, filing a motion to consolidate or any necessary ex parte applications.

49. Conditional Nature Of Settlement. For settlement purposes *only*, the Parties agree that (a) a class may be certified in the Actions pursuant to California Code of Civil Procedure Section 382, and (b) the Actions may proceed as a PAGA representative action.

a. The Parties intend their settlement to be contingent upon the preliminary

1 and final approval of each and every term of this Agreement, without material modification. The
2 Parties and their respective counsel shall use their respective best efforts to obtain Court approval
3 and implement this Agreement in accordance with its terms. If the Court does not approve this
4 Agreement, the Parties agree to meet and confer to address the Court's concerns. If the Parties are
5 unable to agree upon a resolution, the Parties agree to refer their dispute to the Mediator for
6 informal assistance in seeking a resolution. If thereafter the Parties are unable to resolve the
7 dispute, the Parties intend this Agreement to become null and void, and unenforceable, in which
8 event the settlement terms set forth in this Agreement, including any modifications made with the
9 consent of the Parties, and any action taken or to be taken in connection with this Agreement shall
10 be terminated and shall become null and void and have no further force or effect, and the class
11 certified for settlement purposes pursuant to this Agreement will be decertified for all purposes.

12 b. In the event the Court does not grant preliminary or final approval of the
13 Parties' settlement, or in the event that this Agreement shall terminate or the settlement embodied
14 in this Agreement does not become effective for any reason, the Agreement and all negotiations,
15 court orders and proceedings relating to the Agreement shall be without prejudice to the rights of
16 the Named Plaintiffs, Class Members, Aggrieved Employees, and Defendants, each of whom shall
17 be restored to their respective positions existing prior to the execution of this Agreement, and
18 evidence relating to the Agreement and all negotiations shall not be discoverable or admissible in
19 the Actions or any other litigation. Defendants do not waive, and instead expressly reserves, its
20 rights to challenge the propriety of class certification and/or the Actions proceeding on a
21 representative basis for any purpose should the Court not grant preliminary or final approval of the
22 Parties' settlement.

23 50. Participating Class Members' Release Of Claims. Upon the funding of the Gross
24 Settlement Amount and the Employer's Taxes necessary to effectuate the Settlement to the
25 Settlement Administrator, the Named Plaintiffs and all Participating Class Members shall be
26 deemed to have fully, finally, and forever released, settled, compromised, relinquished and
27 discharged any and all of the Released Parties from the Released Claims that arose during the
28 Class Period.

1 a. This release by the Named Plaintiffs and each Participating Class Member
2 is intended to settle any and all of the Released Claims that any of them may have against
3 Defendants or any of the Released Parties during the Class Period.

4 b. Because it is impossible or impracticable to have each Class Member
5 execute this Agreement, the Class Notice will advise all Class Members of the binding nature of
6 the release and such notice will have the same force and effect as if the Agreement were executed
7 by each Class Member.

8 51. Aggrieved Employees' Release of PAGA Claim. In exchange for the PAGA
9 Amount recited in this Agreement, the Named Plaintiffs, as the representatives for the State of
10 California and all Aggrieved Employees (to the extent permitted by law), and on behalf of their
11 current, former, and future heirs, executors, administrators, attorneys, agents, and assigns will,
12 upon payment of the Gross Settlement Amount and the Employer's Taxes necessary to effectuate
13 the settlement to the Settlement Administrator, forever completely release and discharge
14 Defendants and each of the Released Parties from the PAGA Claims that arose during the PAGA
15 Period. The Aggrieved Employees and the State of California will be deemed by operation of the
16 Final Order and Judgment to have agreed not to sue or otherwise make a claim against Defendants
17 and any of the Released Parties for the PAGA Claims that arose during the PAGA Period, to the
18 extent permissible by law.

19 52. Full Release By The Named Plaintiffs. Upon payment of the Gross Settlement
20 Amount and the Employer's Taxes necessary to effectuate the settlement to the Settlement
21 Administrator, the Named Plaintiffs fully release and discharge Defendants and the other Released
22 Parties from the Released Claims and any other claims that the Named Plaintiffs now have or
23 claim to have, or has ever had or claimed to have, against Defendants and the Released Parties.
24 Without limiting the generality of the foregoing, the Named Plaintiffs specifically and expressly
25 release, to the maximum extent permitted by law, any claims against Defendants and the Released
26 Parties, arising out of or relating to the Named Plaintiffs' employment or the termination of their
27 employment with Defendants and any other Released Party. This general release by the Named
28 Plaintiffs includes a waiver of Named Plaintiffs' rights under Civil Code Section 1542, which

1 provides: “A general release does not extend to claims that the creditor or releasing party does not
2 know or suspect to exist in his or her favor at the time of executing the release and that, if known
3 by him or her, would have materially affected his or her settlement with the debtor or released
4 party.”

5 53. No Prior Assignments. The Named Plaintiffs represent and warrant that they have
6 not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer, or
7 encumber to any person or entity any portion of any liability, claim, demand, action, cause of
8 action, or rights released and discharged by this Agreement.

9 54. Settlement Payments And Calculation Of Claims. Subject to final Court approval
10 and the conditions specified in this Agreement, and in consideration of the mutual covenants and
11 promises set forth in this Agreement, Defendants agrees to pay the Gross Settlement Amount of
12 \$750,000.00. The Gross Settlement Amount includes, but is not limited to, payments to be made
13 to Participating Class Members, Class Counsel’s Attorneys’ Fees and Costs, Enhancement Award
14 to the Named Plaintiffs, the PAGA Amount, and Settlement Administration Fees and Costs. For
15 the avoidance of doubt, subject to the conditions set forth in this Agreement, Defendants shall not
16 be required to pay any amount over \$750,000.00 for this Settlement, apart from the employer’s
17 share of applicable taxes which will be paid in addition to the Gross Settlement Amount, and as
18 set forth in Paragraph 53. The following table summarizes the allocation of the Gross Settlement
19 Amount:

20 **Gross Settlement Amount of \$750,000.00, Allocated As Follows:**

- 21 • **\$50,000.00** for the PAGA Payment
 - 22 ○ **\$37,500.00** for the LWDA Payment
 - 23 ○ **\$12,500.00** for payments to Aggrieved Employees on a *pro rata*
24 basis (i.e., Individual PAGA Payment)
- 25 • Class Counsel Attorneys’ Fees not to exceed **\$249,975.00**
- 26 • Class Counsel Costs not to exceed **\$35,000.00**
- 27 • Up to **\$10,000.00** for an Enhancement Award for each of the Named Plaintiffs
28 (\$30,000.00 total).
- Settlement Administration Costs, not to exceed **\$8,500.00**
- Approximately **\$376,525.00** paid to Class Members on a *pro rata* basis (i.e.,
Participating Class Member Payment)

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2 55. Settlement Escalator. The Settlement is based on the representation that there were
3 no more than 19,664 non-exempt workweeks worked by the Class Members during the period of
4 January 21, 2018, through ninety days after the date of the mediation on April 5, 2024 (July 4,
5 2024). Moreover, the Settlement is also based on the representation that there were no more than
6 52,476 Pay Periods during the PAGA Period. If these numbers are incorrect by more than 10%
7 (i.e., by more than 1,966 workweeks, or 5,247 Pay Periods), Defendants shall increase the Gross
8 Settlement Amount proportionally (for example, if the number is 12% higher, the Gross
9 Settlement Amount will be increased by 2%), or, in the alternative, elect to shorten the release
10 period to stay within the 10% cushion.

11 56. Apportionment of Gross Settlement Amount. The Parties agree, subject to Court
12 approval and the conditions specified in this Agreement, that the Gross Settlement Amount shall
13 be apportioned as follows:

14 a. Class Counsel Attorneys' Fees and Costs: At the final approval hearing,
15 Class Counsel will apply to the Court for an award of Attorneys' Fees of no more than thirty-three
16 and one-third percent (33 1/3%) of the Gross Settlement Amount, which, unless escalated pursuant
17 to Paragraph 53 of this Agreement, equals \$249,975.00. Class Counsel will also apply to the
18 Court for an award of actual costs incurred by Class Counsel not to exceed the amount of
19 \$35,000.00. These fees and costs are included in, and shall come from, the Gross Settlement
20 Amount. Class Counsel will be issued an IRS Form 1099 for any fees and costs awarded by the
21 Court pursuant to this Paragraph 56.a. Except as provided in this Paragraph 56.a, each party will
22 bear its own attorneys' fees, costs, and expenses incurred in the prosecution, defense, or settlement
23 of the Actions. If the Court awards a lower amount of Attorneys' Fees and Costs than the amount
24 requested, any amount not awarded will be part of the distribution to the Participating Class
25 Members as set forth in this Agreement and shall not be a reason to invalidate/terminate this
26 Agreement.

27 b. Settlement Administrator Costs: At the final approval hearing, Class
28 Counsel will apply to the Court for approval of Settlement Administration costs, currently

1 estimated at \$8,500.00. These costs are included in, and shall come from, the Gross Settlement
2 Amount. If the actual amount of the Settlement Administration Costs is less than \$8,500.00, the
3 difference shall be added to the Net Class Settlement Amount. If the Settlement Administration
4 Costs exceed \$8,500.00 then such excess will be paid solely from the Gross Settlement Amount
5 and Defendants will not be responsible for paying any additional funds in order to pay these
6 additional costs.

7 c. Named Plaintiffs Enhancement Award: At the final approval hearing, Class
8 Counsel will apply to the Court for awards of up to \$10,000.00 to each of the Named Plaintiffs as
9 an Enhancement Award for their services and for assuming the risks associated with this litigation,
10 for the time spent in assisting Class Counsel to litigate the Actions. Defendants will not oppose
11 such application. The Enhancement Award is included in, and shall come from, the Gross
12 Settlement Amount. Named Plaintiffs will be issued an IRS Form 1099 for the Enhancement
13 Award approved by the Court pursuant to this Paragraph. The Enhancement Award payable to
14 each of the Named Plaintiffs shall be in addition to any payment they may receive pursuant to
15 Paragraph 56.e, below. If the Court awards less than the amount requested, any amount not
16 awarded will be part of the distribution to the Participating Class Members as set forth in this
17 Agreement and shall not be a reason to invalidate/terminate this Agreement.

18 d. PAGA Amount: At the final approval hearing, Class Counsel will apply to
19 the Court for approval of the PAGA Amount of \$50,000.00 for claims for civil penalties asserted
20 under PAGA. Class Counsel will submit notice of this Settlement to the LWDA, as required by
21 Labor Code § 2699(l)(2). The Parties agree that 75% of the PAGA Amount (\$37,500.00) will be
22 paid to the LWDA as the “**LWDA Payment**,” and the remaining 25% (\$12,500.00) will be
23 allocated to the Aggrieved Employees as the “PAGA Payment.” The portion of the PAGA
24 Payment allocated to each of the Aggrieved Employees will be calculated using the same formula
25 as set forth in Paragraph 56.e, but will be limited to Pay Periods worked during the PAGA Period.
26 Any Class Members who worked during the PAGA Period and who opt out of the Settlement will
27 still be considered Aggrieved Employees for purposes of this Paragraph 56.d and, therefore, will
28 (i) receive their portion of the PAGA Payment (the Individual PAGA Payment); and (ii) release all

1 PAGA Claims against the Released Parties.

2 e. Individual Settlement Payments. The Individual Settlement Payments shall
3 consist of: (i) each Participating Class Member's *pro rata* portion of the Net Class Settlement
4 Amount (the "**Participating Class Member Payment**"); and (ii) if applicable, each Aggrieved
5 Employee's *pro rata* portion of the PAGA Payment (the Individual PAGA Payment).

6 i) Participating Class Member Payment: After deducting the approved
7 amounts specified in Paragraphs 56.a-d above, each Participating Class Member will be entitled to
8 a *pro rata* portion of the remaining amount. Participating Class Member Payments will be
9 calculated from the Net Class Settlement Amount based on the respective number of weeks
10 worked by each Participating Class Member in a non-exempt position during the Class Period,
11 rounded up to the nearest whole week. All Class Members will be deemed to have worked during
12 at least one week during the Class Period. Each Participating Class Member's share of the Net
13 Class Settlement Amount will be calculated by dividing the Participating Class Member's weeks
14 worked in a non-exempt position by the total number of weeks worked by all Class Members in a
15 non-exempt position during the Class Period and multiplying this figure by the Net Class
16 Settlement Amount. The Class Notice will include the number of weeks that the Class Member
17 worked during the Class Period and the amount the Class Member is estimated to receive under
18 the terms of the Settlement.

19 ii) Individual PAGA Payment: For each Aggrieved Employee, the
20 Individual Settlement Payment will also include the Class Member's *pro rata* share of the PAGA
21 Payment, as set forth in Paragraph 56.d (the Individual PAGA Payment).

22 f. Participating Class Member Payments shall be distributed only to
23 Participating Class Members. The portion of the Net Class Settlement Amount allocated to Class
24 Members who opt out of the Settlement will be distributed to Participating Class Members on a
25 *pro rata* basis based on the formula set forth in Paragraph 56.e. Individual PAGA Payments will
26 be distributed to all Aggrieved Employees.

27 g. The Parties agree that, under no circumstances shall Defendants be
28 obligated to pay any amount under this Agreement to any Class Member other than Participating

1 Class Members, with the exception of the Individual PAGA Payments which are not affected by a
2 Class Member opting-out of the Settlement. In addition, the Parties agree that, except as provided
3 in Paragraph 53, under no circumstances shall Defendants be obligated to pay more than the Gross
4 Settlement Amount in full settlement of the Actions.

5 57. No Credit Toward Benefit Plans. The Individual Settlement Payments made to
6 Participating Class Members under this Agreement, including the Individual PAGA Payments
7 made to Aggrieved Employees, will not be utilized to calculate any additional benefits under any
8 benefit plans to which any Participating Class Member or Aggrieved Employees may be eligible
9 including, but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase
10 plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the
11 Parties' intention that this Agreement will not affect any rights, contributions, or amounts which
12 any Participating Class Member or Aggrieved Employee may be entitled to under any benefit
13 plans.

14 58. Taxation Of Settlement Proceeds. All settlement payments paid to Participating
15 Class Members, Aggrieved Employees, and the Named Plaintiffs, will be paid in a net amount
16 after applicable state and federal tax withholdings, including payroll taxes, have been deducted.

17 a. The Participating Class Member Payments shall be reported as follows:
18 33.33% of the amount distributed to each Participating Class Member will be considered wages,
19 and will be reported as such to each Participating Class Member on a W-2 Form; (ii) 10% of the
20 amount distributed to each Participating Class Member will be considered interest on the unpaid
21 wages, and (iii) approximately 56.67% to statutory penalties, and will be reported as such to each
22 Participating Class Member on an IRS Form 1099. The PAGA Payments distributed to each
23 Aggrieved Employee will be considered penalties and will be reported on an IRS Form 1099.

24 b. Prior to mailing the Individual Settlement Payments, the Settlement
25 Administrator will calculate, withhold from the Individual Settlement Payment, and remit to
26 applicable governmental agencies sufficient amounts as may be owed by Participating Class
27 Members for required withholdings and taxes, including all payroll taxes. The Settlement
28 Administrator will issue appropriate tax forms to each Participating Class Member and Aggrieved

1 Employee consistent with the foregoing breakdown. The Parties understand that the Named
2 Plaintiffs, Participating Class Members, and Aggrieved Employees who receive an Individual
3 Settlement Payment, including an Individual PAGA Payment, pursuant to this Agreement shall be
4 solely responsible for any and all tax obligations associated with such receipt.

5 c. The Parties stipulate that the Settlement Fund (as defined at Paragraph 61)
6 will qualify as a settlement fund pursuant to the requirements of Section 468(B)(g) of the Internal
7 Revenue Code of 1986, as amended, and Section 1.468B-1 *et seq.* of the federal income tax
8 regulations. Furthermore, the Settlement Administrator is designated as the “**Administrator**” of
9 the qualified settlement funds for purposes of Section 1.468B-2(k) of the income tax regulations.
10 Accordingly, all taxes imposed on the gross income of the Settlement Fund and any tax-related
11 expenses arising from any income tax return or other reporting document that may be required by
12 the Internal Revenue Service or any state or local taxing body will be paid from the Settlement
13 Fund.

14 d. All Parties represent and acknowledge that nothing in this Agreement
15 constitutes tax advice regarding the tax treatment of payments under federal, state, or local law.
16 The Named Plaintiffs, Participating Class Members, and Aggrieved Employees will assume any
17 such tax obligations or consequences that may arise from this Agreement and Class Members shall
18 not seek any indemnification from the Parties or any of the Released Parties in this regard. In the
19 event that any taxing body determines that additional taxes are due from any Class Member or
20 Aggrieved Employee, including Named Plaintiffs, such Class Member or Aggrieved Employee
21 assumes all responsibility for the payment of such taxes.

22 59. Notice Procedure. Within 21 calendar days after entry of the Preliminary Approval
23 Order, Defendants will provide to the Settlement Administrator a list of Class Members that
24 identifies each Class Member by name, Social Security Number, and last-known address; and
25 specifies the number of weeks worked by each Class Member in a non-exempt position during the
26 Class Period and the PAGA Period (the “**Class List**”). Defendants will provide the Class List in
27 an Excel file or other format reasonably acceptable to the Settlement Administrator. The
28 Settlement Administrator will keep the list confidential, except it shall be provided to Class

1 Counsel upon request with Social Security Numbers and address information redacted, and Class
2 Counsel agrees to use such information only for the purposes described in this Agreement.

3 a. Upon receipt of the Class List, the Settlement Administrator shall perform a
4 search based upon the National Change of Address Database to update and correct any known or
5 identifiable address changes. The Settlement Administrator shall exercise its best judgment to
6 determine the current mailing address for each Class Member. Within 14 calendar days after
7 receipt of the Class List from Defendants, the Settlement Administrator will send the Class Notice
8 to each Class Member via First Class U.S. Mail. Receipt of the Class Notice shall be presumed as
9 to each and every Class Member whose Class Notice is not returned to the Settlement
10 Administrator as undeliverable within 14 calendar days after mailing.

11 b. The Settlement Administrator will re-mail any notice packet returned by the
12 United States Postal Service with a forwarding address on or before the expiration of the Notice
13 Period. It shall be conclusively presumed that those Class Members whose re-mailed Class Notice
14 is not returned to the Settlement Administrator as undeliverable within 14 calendar days after re-
15 mailing, received the Class Notice. Class Members who receive a re-mailed Class Notice shall
16 have 45 days from the date of the re-mailing to object, opt out, or dispute the workweeks
17 attributed to him or her.

18 c. The Settlement Administrator will use the appropriate skip tracing and
19 National Change of Address searches to increase the likelihood of delivery of the Class Notice to
20 Class Members, and to re-mail the notice packets returned by the Postal Service without a
21 forwarding address upon locating new or alternate addresses after a reasonable search.

22 d. Class Counsel will provide to the Court, in connection with seeking final
23 approval of the Settlement, a declaration from the Settlement Administrator confirming that the
24 Class Notice was mailed to all Class Members as required by this Agreement, as well as any
25 additional information Class Counsel deems appropriate to provide to the Court.

26 60. Dispute Procedure. The Class Notice will include a procedure by which a Class
27 Member may dispute the number of workweeks allocated to the Class Member by submitting a
28 written dispute sent via U.S. Mail to the Settlement Administrator postmarked no later than the

1 expiration of the Notice Period (“**Workweek Dispute**”). To be valid, a Workweek Dispute must
2 contain the following: (i) the Class Member’s full name and current address; (ii) the Action name
3 and/or case number; (iii) the number of workweeks the Class Member maintains is correct; and
4 (iv) documentary evidence sufficient to prove that Defendants’ calculation of the workweeks for
5 the Class Member is incorrect, if any. Upon receipt of notice of a Workweek Dispute, the
6 Settlement Administrator shall promptly serve Defendants’ counsel with a copy of the Workweek
7 Dispute and any accompanying papers. Defendants’ counsel will inform Class Counsel of any
8 such dispute. No Workweek Dispute shall be effective or considered for any purpose unless it is
9 timely mailed by U.S. mail to and received by the Settlement Administrator as provided above.
10 Defendants shall have the right to respond to the Workweek Dispute by any Class Member. The
11 Settlement Administrator will also attempt to resolve the Workweek Dispute. To the extent the
12 Workweek Dispute cannot be resolved amongst the Parties, the Court will make a final and
13 binding determination of any unresolved dispute.

14 a. Within 14 calendar days after the close of the Notice Period, the Settlement
15 Administrator will provide Class Counsel and Defendants’ counsel with a report listing the
16 amount of all Individual Settlement Payments, including Individual PAGA Payments, to be made
17 to Participating Class Members and Aggrieved Employees. The report to Class Counsel will not
18 include the names or contact information of Participating Class Members and Aggrieved
19 Employees.

20 61. Opt-Out Procedure. Unless a Class Member opts out of the settlement described in
21 this Agreement, the Class Member will be bound by the terms and conditions of this Agreement,
22 including the release of the Released Claims that arose during the Class Period. A Class Member
23 will not be entitled to opt out of the settlement established by this Agreement unless the Class
24 Member submits a valid opt-out request (“**Opt-Out Request**”). A valid Opt-Out Request must:
25 (i) contain the Class Member’s full name and current address; (ii) the Action name and/or case
26 number; (iii) a statement clearly expressing the Class Member’s desire to be excluded from (or opt
27 out of) the Settlement; and (iv) be returned so that it is postmarked on or before the expiration of
28 the Notice Period. Alternatively, a Class Member may fill out the Opt-Out Request Form attached

1 to the Class Notice and return it so that it is postmarked on or before the expiration of the Notice
2 Period. Any Class Members who worked during the PAGA Period and who opt out of the
3 Settlement will still be considered Aggrieved Employees for purposes of this Agreement.

4 a. Upon receipt of any Opt-Out Request within the Notice Period, the
5 Settlement Administrator shall review the Opt-Out Request to confirm that it complies with the
6 opt-out requirements of this Agreement.

7 b. Any Class Member who fails to submit a timely, complete, and valid Opt-
8 Out Request will be barred from opting out of this Agreement or the settlement, unless otherwise
9 ordered by the Court. If the Settlement Administrator receives a timely Opt-Out Request that is
10 incomplete, it will make reasonable attempts to contact the class member to cure the defect. The
11 Settlement Administrator will not consider any Opt-Out Request postmarked after the end of the
12 Notice Period, but will report its receipt of any such requests to Class Counsel and counsel for
13 Defendants. It shall be presumed that if an Opt-Out Request is not postmarked on or before the
14 end of the Notice Period, the Class Member did not make the request in a timely manner. Absent
15 good cause found by the Court, a declaration submitted by any Class Member attesting to the
16 mailing of an Opt-Out Request on or before the expiration of the Notice Period shall be
17 insufficient to overcome the conclusive presumption that the Opt-Out Request was untimely.
18 Under no circumstances shall the Settlement Administrator have the authority to extend the
19 deadline for Class Members to submit a request to opt out of the settlement without the Parties'
20 joint written consent.

21 c. At the close of the Notice Period, the Settlement Administrator shall report
22 the names of all individuals who opted out of the Agreement to the parties and include this
23 information in a Declaration regarding the distribution of the notice that will be provided in
24 support of Plaintiffs' Motion for Final Approval.

25 d. If 5% or more Class Members timely opt out of the settlement, Defendants
26 will have the sole and absolute discretion to withdraw from this Agreement within fourteen (14)
27 calendar days after Defendants receives notice of the number of opt outs. Defendants will provide
28 written notice to Class Counsel if it intends to withdraw from this Agreement. In the event that

1 Defendants elects to so withdraw, the withdrawal shall have the same effect as a termination of
2 this Agreement for failure to satisfy a condition of settlement, and the Agreement shall become
3 null and void and have no further force or effect, and the class certified pursuant to this Agreement
4 will be decertified for all purposes. If Defendants chooses to terminate this Settlement Agreement
5 under this provision, it shall be responsible to pay the Settlement Administrator's fees and costs.
6 If the Settlement Agreement is terminated for any other reason, including the Court's failure to
7 grant final approval of the Parties' settlement, then Class Counsel and Defendants will be jointly
8 responsible for the Settlement Administrator's fees and costs.

9 62. Objections To Settlement. Any Class Member may object to the Settlement. Any
10 written objection must be mailed to the Settlement Administrator (who shall promptly provide a
11 copy to Class Counsel and counsel for Defendants) by the close of the Notice Period. Class
12 Counsel will ensure that any written objections get filed with the Court concurrently with the final
13 approval documents by having it attached to the Settlement Administrator's Declaration. Class
14 Members who have not objected in writing may still appear and be heard at the Settlement
15 Hearing.

16 a. Written objections to the Settlement must contain at least the following:
17 (i) the objecting Class Member's full name and current address; (ii) a clear reference to the Action
18 by name and/or case number; and (iii) a statement of the specific reasons why the objector
19 believes the Settlement is unfair or objects to the Settlement. Alternatively, a Class Member may
20 fill out the Notice of Objection to Class and PAGA Action Settlement Form attached to the Class
21 Notice. In addition, though not required, the Parties ask that any objecting Class Member also
22 include a statement of whether the objector intends to appear at the final approval hearing, either
23 in person or through counsel and, if through counsel, a statement identifying that counsel by name,
24 bar number, address, and telephone number. In addition, Class Members may appear at the final
25 approval hearing to state their objection even if they do not submit a written objection during the
26 Notice Period.

27 b. Class Counsel or Defendants' counsel may, up to five (5) court days before
28 the Final Hearing Date, file responses to any written objections submitted to the Court.

1 c. Unless they opt out of the Settlement as specified in Paragraph 59, Class
2 Members who object to the proposed settlement or the Agreement will remain Participating Class
3 Members, and shall be deemed to have voluntarily waived their right to pursue an independent
4 remedy against Defendants and the other Released Parties. To the extent any Participating Class
5 Member objects to the proposed settlement or Agreement and such objection is overruled in whole
6 or in part, such individuals will be bound by the Court's Final Approval Order.

7 d. In the event that any person objects to or opposes this proposed settlement
8 or the Agreement, or attempts to intervene in or otherwise enter the Actions, the Parties and Class
9 Counsel will use their best efforts to defend the Settlement.

10 e. A Class Member cannot both opt out and object to the Settlement. If a
11 Class Member both objects and opts out of the Settlement, the opt-out will control and the
12 objection will be deemed invalid.

13 63. Funding And Distribution Of Settlement.

14 a. Within ten (10) calendar days of the close of the Notice Period, the
15 Settlement Administrator will provide a draft declaration to Class Counsel and Defendants'
16 counsel setting forth the number of Participating Class Members and Aggrieved Employees; the
17 identity of those individuals who opted out of the Settlement; the total amount payable to all
18 Participating Class Members and Aggrieved Employees; and the total PAGA Amount, Attorneys'
19 Fees and Costs, Enhancement Award, Settlement Administration Costs, Net Class Settlement
20 Amount, and the appropriate applicable employer's taxes for any portion of the Individual
21 Settlement Payments designated as wages.

22 b. On the later of twenty-one (21) calendar days of the Settlement
23 Administrator providing all the information necessary for Defendants to remit payment or twenty-
24 one (21) calendar days after the Effective Date, Defendants shall remit to the Settlement
25 Administrator: (i) the Gross Settlement Amount of \$750,000.00 and (ii) the employer's taxes for
26 any portion of the Individual Settlement Payments designated as wages (the collectively,
27 "**Settlement Fund**"). The delivery by Defendants of the Settlement Fund to the Settlement
28 Administrator will constitute the full and complete discharge of the entire obligation of

1 Defendants under this Agreement, unless anything further is requested by the Settlement
2 Administrator to ensure timely and proper disbursement. No Released Party will have any further
3 obligation or liability to the Named Plaintiffs, Participating Class Members, Aggrieved
4 Employees, or Class Counsel under this Agreement, in connection with the claims released herein,
5 regardless of whether the Named Plaintiffs, Participating Class Members, Aggrieved Employees,
6 or Class Counsel receive the payments from the Settlement Administrator set forth in this
7 Agreement.

8 c. The distribution of Individual Settlement Payments to Participating Class
9 Members and Aggrieved Employees will occur no later than ten (10) calendar days after receipt of
10 the Settlement Fund from Defendants (“**Settlement Proceeds Distribution Deadline**”). The
11 Settlement Administrator shall be deemed to have timely distributed Individual Settlement
12 Payments, including Individual PAGA Payments, if it places in the mail the Individual Settlement
13 Payments for all Participating Class Members and the Individual PAGA Payments for all
14 Aggrieved Employees by the Settlement Proceeds Distribution Deadline. No person will have any
15 claim against the Settlement Administrator, Defendants, Class Counsel, Defendants’ counsel, or
16 any other agent designated by the Named Plaintiffs or Class Counsel based upon the distribution
17 of Individual Settlement Payments made substantially in accordance with this Agreement or
18 further orders of the Court.

19 d. The distribution of the LWDA Payment, Attorneys’ Fees and Costs, and the
20 Enhancement Award shall occur no later than ten (10) calendar days after the Settlement
21 Administrator receives the Settlement Fund from Defendants.

22 e. If a Participating Class Member’s or Aggrieved Employee’s check is
23 returned to the Settlement Administrator, the Settlement Administrator will make reasonable
24 efforts to re-mail it to the Participating Class Member or Aggrieved Employee at the correct
25 address. It is expressly understood and agreed that the checks for the Individual Settlement
26 Payments, including the Individual PAGA Payments, will become void and no longer available if
27 not cashed within 180 calendar days after mailing. The funds from uncashed and voided checks
28 will be transferred to the State of California’s Unclaimed Property Fund in the name of the

1 Participating Class Member/Aggrieved Employee.

2 f. Defendants will not be obligated to make any payments contemplated by
3 this Agreement unless and until the Court enters the Final Order and Judgment, and after the
4 Effective Date of the Agreement.

5 g. Within sixty (60) calendar days of the Settlement Proceeds Distribution
6 Deadline, the Settlement Administrator will provide written certification of completion of
7 settlement administration to Class Counsel and to Defendants' Counsel.

8 64. Binding Effect Of Agreement On Class Members. Subject to final Court approval
9 and the occurrence of the Effective Date, and unless otherwise provided in this Agreement, all
10 Participating Class Members will be bound by this Agreement.

11 65. Binding Effect Of Agreement On Aggrieved Employees and State of California.
12 The Aggrieved Employees and the State of California, to the extent permitted by law, shall be
13 deemed by operation of the Final Order and Judgment to have agreed not to sue or otherwise make
14 a claim against Defendants or any of the Released Parties for any of the PAGA Claims and to be
15 bound by the release of the PAGA Released Claims during the PAGA Period as set forth in this
16 Agreement.

17 66. Provisional Approval Of Settlement. Named Plaintiffs will file a motion in the
18 Actions requesting that the Court enter the Preliminary Approval Order within 21 days after
19 complete execution of this Agreement. Defendants will not oppose Class Counsel's motion for
20 preliminary approval of the settlement so long as the motion and supporting papers are consistent
21 with the terms of this Agreement. Class Counsel will provide Defendants' counsel at least 3
22 business days to review, and provide comments to, the draft motion for preliminary approval of
23 the settlement before the motion and supporting papers are filed with the Court. Notwithstanding
24 the foregoing, Defendants may, without opposing the preliminary approval motion, advise the
25 Court if Defendants dispute any of the factual statements concerning the claims at issue included
26 by the Named Plaintiffs in the motion and supporting papers. Defendants' counsel will meet and
27 confer with Class Counsel regarding any disputed factual statements before notifying the Court of
28 any disputes.

1 67. Non-Interference With Claims Procedure. The Parties and their counsel agree that
2 they will not advise, solicit, or otherwise encourage any Class Members to submit requests for
3 exclusion or objections to the settlement or to appeal from the Final Order or Final Judgment.
4 Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate
5 with Class Members in accordance with Class Counsel's ethical obligations owed to Class
6 Members.

7 68. Final Order and Judgment. The Named Plaintiffs will request that the Court enter,
8 after the Settlement Hearing finally approving this Agreement, a Final Order and Judgment.
9 Named Plaintiffs will request that the Final Order and Judgment certify the Participating Class;
10 find that this Agreement is fair, just, equitable, reasonable, adequate and in the best interests of the
11 Class and the Aggrieved Employees; list the employees (if any) who opted-out of the settlement;
12 order that the Participating Class Members release the Released Parties from the Released Claims;
13 order that the Aggrieved Employees and the State of California release the Released Parties from
14 the PAGA Claims as set forth in this Agreement (to the extent permitted by law); and require the
15 Parties to carry out the provisions of this Agreement.

16 69. Automatic Voiding Of Agreement If Settlement Not Finalized. If for any reason
17 the settlement set forth in this Agreement does not become final, the settlement will be null and
18 void and the orders, judgment, and dismissal to be entered pursuant to this Agreement shall be
19 vacated, and the Parties will be returned to the status quo prior to entering this Agreement with
20 respect to the Actions, as if the Parties had never entered into this Agreement, and the class
21 certified pursuant to this Agreement will be decertified for all purposes. In addition, in such event,
22 the Agreement and all negotiations, court orders, and proceedings relating to this Agreement shall
23 be without prejudice to the rights of any and all parties to this Agreement, and evidence relating to
24 the Agreement and all negotiations shall not be admissible or discoverable in the Actions or
25 otherwise.

26 70. No Double Recovery. No Class Member who has already released, assigned, or
27 otherwise forfeited the claims asserted in the Action will be considered a Class Member or be
28 entitled to recover under this Agreement. Such persons will be excluded from the Class List.

1 71. No Publicity. The Named Plaintiffs and Class Counsel agree that they shall not
2 publicize the filing of the Actions, the Parties' settlement, this Agreement and its terms, or the
3 negotiations leading to this Agreement with anyone other than the Court, Class Members, or those
4 individuals necessary to effectuate the terms of the Agreement. The prohibition set forth in this
5 Paragraph includes, but is not limited to: (i) publication by Named Plaintiffs or Class Counsel on
6 any website (including, without limitation, publishing on any Twitter account, Facebook, other
7 social media, or blog, or business website) of the amount or terms of the settlement, with or
8 without identifying information; and (ii) the submission of information to Verdicts & Settlements,
9 Jury Verdicts, or any other publication that summarizes the results of jury verdicts and
10 settlements.

11 a. Notwithstanding the foregoing, Class Counsel may respond to questions
12 received from, and discuss any aspect of this Agreement with the Class Members or their legal
13 representatives, the Settlement Administrator, the Court, and representatives of the California
14 Labor and Workforce Development Agency.

15 b. Notwithstanding the forgoing, nothing in this Paragraph shall prohibit the
16 filing of information with the Court or the LWDA relating to the Settlement that is necessary to
17 effectuate this Agreement, or the online posting of documents relating to the Actions by the
18 Settlement Administrator as permitted by this Agreement, including the Judgment entered by the
19 Court.

20 c. The Named Plaintiffs and Class Counsel agree that all data and information
21 informally produced by Defendants in connection with the settlement of these Actions will be
22 maintained in confidence, and will not be shared with any other persons or entities.

23 72. Invalidation Of Agreement For Failure To Satisfy Conditions. If the Court makes
24 material changes to the material terms or conditions of Paragraphs 1 through 71 of this Agreement
25 that are not agreed to by the Parties, either Party shall have the right to terminate this Agreement,
26 in which case Defendants would not be obligated to make any payments to any Class Member, to
27 Class Counsel, or to the Named Plaintiffs. The Parties shall meet and confer in good faith and
28 involve mediator Lou Marlin as necessary before exercising such right.

73. Modification In Writing. This Agreement may be altered, amended, modified or waived, in whole or in part, only in a writing signed by all signatories to this Agreement and approved by the Court. This Agreement may not be amended, altered, modified or waived, in whole or in part, orally.

74. Ongoing Cooperation. The Named Plaintiffs and Defendants will execute all documents and perform all acts necessary and proper to effectuate the terms of this Agreement. In the event the Parties are unable to reach an agreement on the form or content of any document needed to implement the Settlement, or any supplemental provisions that may become necessary to effectuate the terms of the Settlement, the Parties agree to seek the assistance of the Mediator (Lou Marlin) and, if still unable to resolve their dispute, the Court.

75. Notices. All notices, requests, demands, and other communications required or permitted to be given pursuant to this Agreement shall be in writing, and shall be delivered personally or by first class mail to the Settlement Administrator approved by the Court and the undersigned persons at their respective addresses as set forth below:

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Attorneys for Plaintiffs Nataly Gomez and Isabel Dominguez

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76. Binding on Successors. This Agreement will be binding upon and will inure to the benefit of the Parties and their respective successors, assigns, executors, administrators, heirs and legal representatives.

77. Entire Agreement. This Agreement constitutes the full, complete, and entire understanding, agreement, and arrangement between the Named Plaintiffs, the Class Members, and the Aggrieved Employees, on the one hand, and Defendants, on the other hand, with respect to the settlement of the Actions. This Agreement supersedes any and all prior oral or written understandings, agreements, and arrangements between the Parties with respect to the settlement of the Actions. Except for those set forth expressly in this Agreement, there are no other agreements, covenants, promises, representations or arrangements between the Parties with respect to the settlement of the Actions, the PAGA Claims, and the Released Claims against Defendants and its Released Parties. The Parties explicitly recognize California Civil Code section 1625 and California Code of Civil Procedure section 1856(a), which provide that a written agreement is to be construed according to its terms, and may not be varied or contradicted by extrinsic evidence, and agree that no such extrinsic oral or written representations or terms shall modify, vary, or contradict the terms of this Agreement.

78. Execution In Counterparts. This Agreement may be signed in one or more counterparts. All executed copies of this Settlement Agreement, and photocopies of the Agreement (including DocuSign, facsimile and e-mail copies of the signature pages), shall have the same force and effect and shall be as legally binding and enforceable as the original.

79. Captions. The captions, section numbers, and paragraph numbers in this

1 Agreement are inserted for the reader's convenience, and in no way define, limit, construe, or
2 describe the scope or intent of the provisions of this Agreement.

3 80. Governing Law. This Agreement shall be interpreted, construed, enforced, and
4 administered in accordance with the laws of the State of California, without regard to conflict of
5 law rules.

6 81. Reservation Of Jurisdiction. Notwithstanding the dismissal of the Actions and
7 entry of the Final Order and Judgment, the Court shall retain jurisdiction for purposes of
8 interpreting and enforcing the terms of this Agreement pursuant to California Code of Civil
9 Procedure section 664.6 and California Rules of Court, Rule 3.769(h).

10 82. Mutual Preparation. The Parties have had the full opportunity to negotiate the
11 terms and conditions of this Agreement. Accordingly, this Agreement will not be construed more
12 strictly against one Party than another merely by virtue of the fact that it may have been prepared
13 by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations
14 between the Parties, all Parties have contributed to the preparation of this Agreement.

15 83. Representation and Warranties. Class Counsel and the Named Plaintiffs represent
16 and warrant to Defendants that they are not aware of any attorneys beyond those named as Class
17 Counsel who have claims for fees arising out of the Actions or the Settlement contemplated by
18 this Agreement.

19 84. Authorization to Act. Each Party to this Agreement covenants and warrants that (a)
20 such Party has full power and authority to enter into and consummate all transactions
21 contemplated by this Agreement and have duly authorized the execution, delivery, and
22 performance of this Agreement; and (b) the person executing this Agreement for such Party has
23 the full right, power, and authority to enter into this Agreement on behalf of such Party, and the
24 full right, power, and authority to execute any and all necessary instruments in connection with the
25 Settlement, and to fully bind such Party to the terms and obligations of this Agreement.

26 85. Representation By Counsel. The Parties acknowledge that each of them has been
27 represented by their respective counsel throughout all negotiations that preceded the execution of
28 this Agreement, and that this Agreement has been executed with the consent and advice of their

1 respective counsel. Further, the Named Plaintiffs and Class Counsel warrant and represent that
2 there are no liens on the Settlement Agreement, and that after entry by the Court of the Final Order
3 and Judgment, the Settlement Administrator may distribute funds to Participating Class Members,
4 Aggrieved Employees, Class Counsel, the LWDA, the Settlement Administrator, and the Named
5 Plaintiffs as provided by this Agreement.

6 86. Representation By The Named Plaintiffs. The Named Plaintiffs agree not to
7 request to be excluded from the Class and not to object to any terms of this Agreement. Any such
8 request by the Named Plaintiffs for exclusion or objection shall be void and of no force or effect.

9 87. Additional Attorneys' Fees and Costs. No Participating Class Member, Aggrieved
10 Employee, or Class Counsel, or any other attorney acting for any Participating Class Member or
11 Aggrieved Employee may recover or seek to recover any amounts for fees, costs, or disbursements
12 arising from the Actions or the Gross Settlement Amount from the Released Parties except as
13 expressly provided for in this Agreement.

14 88. No Reliance on Representations. The Parties have made such investigations of the
15 facts and the law pertaining to the matters described in this Agreement as they deem necessary,
16 and have not relied, and do not rely, on any statement, promise, or representation of fact or law,
17 made by any other Party, or any of their agents, employees, attorneys, or representatives, with
18 regard to any of their rights or asserted rights, or with regard to the advisability of making and
19 executing this Agreement, or with respect to any such matters. No representations, warranties, or
20 inducements have been made to any Party concerning this Agreement.

21 89. No Collateral Attack. This Agreement will not be subject to collateral attack by
22 any Class Member or any recipient of the Class Notice after the Final Order and Dismissal. Such
23 prohibited collateral attacks shall include but not be limited to claims that the Class Member failed
24 for any reason to receive timely notice of the procedure for disputing the calculation of their
25 Individual Settlement Payment, or for opting out of the Settlement.

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IT IS SO AGREED:

Dated: Aug 23, 2024

PLAINTIFF NATALY GOMEZ

By: *Nataly Gomez*
Nataly Gomez
Named Plaintiff

PLAINTIFF ISABEL DOMINGUEZ

By: *Isabel Dominguez*
Isabel Dominguez
Named Plaintiff

PLAINTIFF JONNATHAN A. ROBINSON

By: _____
Jonnathan A. Robinson
Named Plaintiffs

DEFENDANTS PIE VENTURE, LLC and
AKASH MANAGEMENT LLC

By: _____
Title: _____

1 APPROVED AS TO FORM ONLY AND AGREE TO BE
2 BOUND BY PARAGRAPH 71:

3 Dated: Aug 27, 2024

FERRARO VEGA EMPLOYMENT
LAWYERS, INC.

5 By: Nicholas J. Ferraro
6 Nicholas J. Ferraro
7 Attorney for Plaintiffs Gomez and
8 Dominguez

9 Dated: _____

JAMES HAWKINS APLC

10 By: _____
11 Gregory Mauro
12 Attorney for Plaintiff Robinson

13
14 APPROVED AS TO FORM ONLY:

15 Dated: _____

O'HAGAN MEYER LLP

17 By: _____
18 Efthalia S. Rofos
19 John D. Wu
20 Attorney for Defendants
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IT IS SO AGREED:

PLAINTIFF NATALY GOMEZ

Dated: _____

By: _____
Nataly Gomez
Named Plaintiff

PLAINTIFF ISABEL DOMINGUEZ

Dated: _____

By: _____
Isabel Dominguez
Named Plaintiff

PLAINTIFF JONNATHAN A. ROBINSON

Dated: 8-19-24

DATE HERE


Jonnathan A. Robinson
Named Plaintiff

Dated: _____

DEFENDANTS PIE VENTURE, LLC and
AKASH MANAGEMENT LLC

By: _____

Title: _____

IT IS SO AGREED:

PLAINTIFF NATALY GOMEZ

Dated: _____

By: _____

Nataly Gomez
Named Plaintiff

PLAINTIFF ISABEL DOMINGUEZ

Dated: _____

By: _____

Isabel Dominguez
Named Plaintiff

PLAINTIFF JONNATHAN A. ROBINSON

Dated: _____

By: _____

Jonnathan A. Robinson
Named Plaintiffs

Dated: _____

DEFENDANTS PIE VENTURE, LLC and
AKASH MANAGEMENT LLC

DocuSigned by:
Amir Siddiqi
By: _____
F7275B29C6B440A...

Title: Managing
Member

1 APPROVED AS TO FORM ONLY AND AGREE TO BE
2 BOUND BY PARAGRAPH 71:

3 Dated: _____

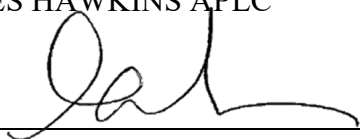
FERRARO VEGA EMPLOYMENT
LAWYERS, INC.

5 By: _____

Nicholas J. Ferraro
Attorney for Plaintiffs Gomez and
Dominguez

8
9 Dated: 08/28/2024

JAMES HAWKINS APLC

10
11 By:  _____

Gregory Mauro
Attorney for Plaintiff Robinson

12
13
14 APPROVED AS TO FORM ONLY:

15 Dated: August 28, 2024

O'HAGAN MEYER LLP

16
17
18 By:  _____

Eftalia S. Rofos
John D. Wu
Attorney for Defendants

EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

NOTICE OF CLASS ACTION SETTLEMENT

PLEASE READ CAREFULLY AS
THIS NOTICE MAY AFFECT YOUR RIGHTS

NATALY GOMEZ, as an individual and on behalf of all others similarly situated; ISABEL DOMINGUEZ, as an individual and on behalf of all others similarly situated, Plaintiffs v. PIE VENTURE, LLC; AKASH MANAGEMENT LLC; and DOES 1through 50, inclusive, Defendants	Case No. 37-2022-00002648-CU-OE-CTL Assigned to the Hon. Gregory W. Pollack, Dept. C-71 NOTICE OF CLASS ACTION SETTLEMENT
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I. WHY DID I GET THIS NOTICE?

This notice explains that a settlement has been reached in the following case entitled: (1) *Nataly Gomez, et al. v. Pie Venture, LLC, San Diego County Superior Court Case No. 37-2022-00002648-CU-OE-CTL*, (2) *Jonnathan A. Robinson v. Akash Management, LLC dba Pieology Pizzeria*, Los Angeles County Superior Court Case No. 23STCV09374, and (3) *Jonnathan A. Robinson v. Akash Management, LLC dba Pieology Pizzeria*, Los Angeles County Superior Court Case No. 23STCV15487 (herein referred as “The Lawsuits”). You are receiving this notice because the records of Pie Venture, LLC and Akash Management LLC, (“Defendants”) indicate that you are a current or former non-exempt employee that falls within the following proposed “Class”, which is defined as:

“Class” or “Class Members” means all persons who have been employed by Defendants as Non-Exempt Employees or equivalent positions however titled in the state of California during the Class Period who did not sign an arbitration agreement with Defendants.

This is **not** a notice of a lawsuit against you. **You are not being sued.** The Lawsuit was brought on behalf of all persons who are members of the Class (“Class Members”), for their benefit. Your participation, or non-participation, in the Settlement will not affect your employment with Defendants in any way whatsoever.

The Court has ordered that this notice be sent to you because Defendants’ records indicate that you are a Class Member. The purpose of this notice is to inform you of the proposed Settlement of the Lawsuits. The notice is also intended (i) to describe the Settlement, including how the Net Settlement Fund will be

allocated and how the Settlement may affect you, and (ii) to advise you of your rights and options with respect to the Settlement.

II. WHAT IS THIS CLASS ACTION LAWSUIT ABOUT?

This Class and Representative Action Settlement Agreement and Release (“Settlement” or “Agreement”) encompasses the actions (1) *Nataly Gomez, et al. v. Pie Venture, LLC, San Diego County Superior Court Case No. 37-2022-00002648-CU-OE-CTL.*, (2) *Jonnathan A. Robinson v. Akash Management, LLC dba Pieology Pizzeria*, Los Angeles County Superior Court Case No. 23STCV09374, and (3) *Jonnathan A. Robinson v. Akash Management, LLC dba Pieology Pizzeria*, Los Angeles County Superior Court Case No. 23STCV15487.

The Lawsuits alleged various wage and hour causes of action premised on alleged violations of the California Labor Code including: failure to pay all minimum wages and overtime compensation including, but not limited to; time spent working off-the-clock; failure to provide meal periods and rest breaks or premium payments; failure to provide records; failure to provide and maintain complete and accurate itemized wage statements; split shift violations; failure to keep complete and accurate payroll records; untimely payment of wages during employment and at the time of termination; failure to provide supplemental paid sick leave; tip theft; failure to pay reporting time pay; failure to reimburse necessary business expenses, for unfair competition, and for civil penalties pursuant to the Private Attorney’s General Act.

Defendants maintain that they have complied with all applicable state and federal laws. Defendants deny any liability or wrongdoing of any kind associated with the claims asserted in the Lawsuits. Defendants agreed to the terms of the Settlement in order to avoid the time and expense associated with litigation.

For the purpose of avoiding the time and expense of further litigation, the ultimate outcome of which is uncertain, and to provide a fair and reasonable resolution of this legal dispute, Plaintiff and Defendants have negotiated a settlement whereby Defendants’ have agreed to pay Seven Hundred and Fifty Thousand Dollars (\$750,000.00) to resolve the Lawsuits, and Class Members will be eligible to receive a portion of this amount. This Settlement is **not** an admission by Defendants of any liability.

III. WHAT DOES THE PROPOSED SETTLEMENT OFFER?

Under the terms of the parties’ Settlement, the following will occur if the Settlement is given final approval by the Court:

A. Defendants will pay Seven Hundred and Fifty Thousand Dollars (\$750,000.00) to settle the claims of all Class Members who do not timely opt-out.

B. A Settlement Administrator has been appointed by the Court to administer the Settlement. The Settlement Administrator will pay from the Seven Hundred and Fifty Thousand Dollars (\$750,000.00), subject to court approval: (1) Plaintiff’s counsel’s attorneys’ fees of the litigation, up to the amount of \$249,975.00; (2) Plaintiff’s counsels’ litigation costs, up to the amount of \$35,000.00; (3) The expenses of administering the Settlement, estimated at approximately \$8,500.00; (4) a Enhancement Award to each Plaintiff in the amount of \$10,000.00; and (5) \$50,000.00 allocated to the settlement of Plaintiff’s claim for penalties under PAGA (“PAGA

Payment”) that will be addressed separately. The remainder of the \$750,000.00, currently estimated to be at least \$376,525.00, will be available to be distributed to all Class Members; this amount is called the “Net Settlement Fund”.

C. From the Gross Settlement Amount, Defendants will pay \$50,000.00 Dollars for settlement of any and all Released Claims for which penalties under PAGA, Labor Code section 2698 et seq., may be sought or are otherwise available, as the PAGA Penalty Payment. Pursuant to the express requirements of Labor Code section 2699(i), the PAGA Penalty Payment shall be allocated as follows: \$37,500.00 (75%) to the LWDA for the enforcement of labor laws and education of employers, and \$12,500.00 (25%) to the Aggrieved Employees as a part of the Net Settlement Amount. “Aggrieved Employees” means all individuals who are or previously were employed by Defendants as non-exempt California employees during the PAGA Period, December 16, 2020, through June 10, 2024 (the “PAGA Period”).

D. The Net Settlement Fund to be distributed to the Class Members will be divided as follows: Individual Settlement Payments will be paid from the Net Settlement Fund pursuant to the settlement formula. The Net Settlement Fund shall be divided among the Settlement Class Members on a pro-rata basis based on the following: (i) using the Class Information, the Settlement Administrator will compute the total number of workweeks of all Class Members collectively during the Class Period; this sum shall be known as the “Compensable Work Weeks”; (ii) the Settlement Administrator will divide the Net Settlement Fund by the Compensable Workweek total to determine the settlement value for each workweek (the “Workweek Value”); and (iii) the Settlement Administrator will multiply the number of workweeks of a Class Member during the Class Period by the Workweek Value to determine that Class Member’s Individual Settlement Payment.

Each Class Member’s workweeks shall be calculated by Defendants from its records. Settlement payments will be allocated one-half (1/2) wages and one-half (1/2) penalties and interest. Each recipient of any monies paid in accordance with this Settlement Agreement is responsible for any taxes associated with the monies received by each recipient.

E. If the Court grants final approval of the Settlement and you do not opt-out of the Settlement, then you will release Defendants and any parent, subsidiary, affiliate, predecessor or successor entity, and all agents, employees, contracting parties, joint employers, officers, directors and attorneys thereof, (collectively the “Released Parties”) from:

“Released Claims” means, for the duration of the Class Period, During January 21, 2018, through the date of 120 days after full execution of the settlement agreement from any and all claims, actions, or causes of action against Defendants and the other Released Parties (a) that are alleged in the operative complaint; and/or (b) that could have been alleged in the operative complaint based upon or arising out of the facts alleged therein, except those arising under PAGA. Without limiting the foregoing, and in addition to the foregoing, the Released Claims include claims premised on failure to pay all minimum wages and overtime compensation including, but not limited to; time spent working off-the-clock; failure to provide meal periods and rest breaks or premium payments; failure to provide records; failure to provide and maintain complete and accurate itemized wage statements; split shift violations; failure to keep complete and accurate payroll records; untimely payment of wages during employment and at the time of termination; failure to provide supplemental paid sick leave; tip theft; failure to pay reporting time pay; failure to reimburse necessary business

expenses, for unfair competition, and for civil penalties pursuant to the Private Attorney's General Acts.

Aggrieved employees may not opt out of the PAGA Payment and will release any and all PAGA claims alleged in or that may arise out of the allegations made in the civil Complaints or Plaintiff's LWDA letter including the following: failure to pay all minimum wages and overtime compensation including, but not limited to; time spent working off-the-clock; failure to provide meal periods and rest breaks or premium payments; failure to provide records; failure to provide and maintain complete and accurate itemized wage statements; split shift violations; failure to keep complete and accurate payroll records; untimely payment of wages during employment and at the time of termination; failure to provide supplemental paid sick leave; tip theft; failure to pay reporting time pay; failure to reimburse necessary business expenses, for unfair competition, and for civil penalties pursuant to the Private Attorney's General Act.

IV. WHAT ARE MY OPTIONS?

A. You may accept your share of the \$750,000.00 settlement and be bound by the release of all claims described above and all other terms of the Settlement Agreement as approved by the Court. In order to receive your Individual Settlement Payment, you do not need to do anything.

Based on Defendants' internal records, which will be presumed to be correct unless evidence to the contrary is timely submitted to the Settlement Administrator:

Defendants' records reflect that you worked for Defendants in California for <<WorkWeeks>> weeks during the Class Period, and your estimated gross Individual Settlement Share is <<estAmount>>. This is an estimated number and may change based on the Settlement Administrator's final calculation of the Net Settlement Amount.

The Individual Settlement Payments will be paid by check after the Settlement is given final approval by the Court. Your check will be mailed to you by the Settlement Administrator. Your check will remain valid and negotiable for 180 days from the date on which it is mailed. If any Class Member's Individual Settlement Payment check is not cashed within 180 days after it is mailed, or an envelope mailed to a Class Member is returned and no forwarding address can be located, then any such amounts shall be transmitted to the State of California Unclaimed Property division.

B. You may opt out of the Settlement and choose not to participate in it, in which case you will not receive your Individual Settlement Payment and you will not be bound by the terms of the Settlement except that if you are also an Aggrieved Employee you will receive your portion of the PAGA Payment and release the PAGA claims described in the Settlement. In order to opt out, you must send a written request for exclusion by United States mail to the Settlement Administrator, **APEX Class Action Administrators, [insert address]**, by no later than **[date]** (45 calendar days after mailing of this notice, the "Response Deadline"). In order to be considered valid, your request for exclusion **must** be in writing and: (1) contain the name and address of the Class Member requesting exclusion; (2) contain a statement expressing that the Class Member elects to be excluded from the Settlement; (3) be signed by the Class Member; and (4) be postmarked by the Response Deadline and returned to the Settlement Administrator at the specified address. If you elect to Opt-Out you will not be able to participate in the settlement, and will not receive a share of the settlement proceeds. You will receive your portion of the PAGA Payment, if applicable.

C. You may dispute the Calculations of Your Individual Settlement Payment. In order to dispute the amount of your Individual Settlement Payment, and the number of workweeks used to calculate the Individual Settlement Payment, you must send a written dispute by United States mail to the Settlement Administrator, **APEX Class Action Administrators**, [insert address], by no later than [date] (45 calendar days after mailing of this notice). In order to be considered, your dispute **must** be (1) timely; and (2) accompanied by records or documentation supporting your position such as wage statements, W2 forms, time records, calendars, memoranda, emails, or any other type of documentation. In response to any timely dispute, the Settlement Administrator will use Defendants' records and any information you provide to resolve any dispute about your workweek data.

D. You may object to the Settlement. The procedures for objecting to the settlement are described below in Section VIII of this form.

VI. WHAT ARE THE PROCEDURES FOR PAYMENT?

A. The Settlement Administrator will calculate your Individual Settlement Payment based on your number of credited workweeks and will issue and mail you a check.

B. It is important for the Settlement Administrator and the parties to the Lawsuits to have your current address in order to be able to send you other mailings regarding the Lawsuits. You should contact the Settlement Administrator to report any change of your address after you receive this notice. Failure to report a change of address may result in you not receiving your Individual Settlement Amount.

VII. HEARING ON PROPOSED SETTLEMENT

A Final Fairness Hearing, at which the Court will decide whether or not the proposed settlement is fair, reasonable, and adequate, will be held on _____, at _____ a.m., in **Department C-71 of the San Diego County Superior Court**, 1100 Union St, San Diego, CA 92101. The Court may adjourn or continue the hearing without further notice to you.

You are not required to attend the hearing. Class Counsel will answer any questions the Court may have. However, you are welcome to attend the hearing at your own expense.

VIII. PROCEDURES FOR OBJECTING TO SETTLEMENT

A. You may object to the proposed Settlement as unfair, unreasonable, and/or inadequate or believe the Settlement should not be finally approved for any reason. You cannot ask the Court to order a different settlement; the Court can only approve or reject the Settlement. You are not eligible to object to the Settlement if you choose to opt out.

B. Any objection to the Settlement must be in writing. All written objections and supporting papers must include the following: (i) the full name and signature of the objecting Class Member; (ii) be submitted to the Settlement Administrator; (iii) set forth, in clear and concise terms, a statement of the reasons why the objector believes that the Court should find that the proposed Settlement is not in the best interest of the Class and the reasons why the Settlement should not be approved, including the legal and factual arguments supporting the objection; (v) state whether the objecting Class Member is represented by counsel, and identify any such counsel; (vi) be filed or postmarked on or before [insert Objection Deadline] (45 days after mailing of this Notice). If you

do decide to file your written objections and supporting papers in person, please visit the Court's website at <https://www.sdcourt.ca.gov/>, for the most current information about in-person access to the Court.

The Court retains final authority with respect to the consideration and admissibility of any objections. Counsel for the Parties shall file any response to any objections at least ten (10) court days before the date of the Final Fairness and Approval Hearing.

However, if you do not opt out of the Settlement you may appear at the final approval hearing and voice an objection, whether or not you submit a prior written objection.

C. If you do not object in this manner as described, you will have given up your right to object to the Settlement. If you file an objection, you do not have to come to the Court to talk about it. As long as you submit your written objection on time, the Court will consider it. You may also pay your own lawyer to appear in Court on your behalf.

D. If you do not make your objection in the manner provided for in this notice, you will be deemed to have waived such objection and shall forever be barred from making any objection to or appealing the fairness, reasonableness, or adequacy of the Settlement.

IX. EXAMINATION OF COURT PAPERS AND QUESTIONS

This notice summarizes the Settlement. For more detailed information you may review Plaintiff's Motion for Preliminary Approval of Class Action Settlement, and all other settlement related documents and motions, which are posted for your review at www.xxx.com. Additionally, all papers filed in the Lawsuits, including Plaintiff's Motion for Preliminary Approval of Class Action Settlement and all settlement related documents and motions may be examined by accessing the Court docket, Case Number 37-2022-00002648-CU-OE-CTL, in this case through the Court's online services system, at <https://www.sdcourt.ca.gov/>. There may be a fee required to review the materials via the online court system. Additionally, all papers filed in the Lawsuits, including Plaintiff's Motion for Preliminary Approval of Class Action Settlement and all settlement related documents and motions are on file with the Clerk of the Court, Case Number 37-2022-00002648-CU-OE-CTL, which is located in the office of the Clerk of the San Diego Superior Court, 1100 Union St, San Diego, CA 92101 and is available for viewing during regular office hours (Mon.–Fri., 8:30 a.m.-12:30p.m., excluding holidays). However, please visit the Court's website at <https://www.sdcourt.ca.gov/> for the most current information about in-person access to the Court.

If you have any questions, you can call the Settlement Administrator at 1-xxx-xxx-xxxx or any of the attorneys representing the Class (see below for Class Counsel's phone number).

ATTORNEYS REPRESENTING THE CLASS

James Hawkins APLC

James R. Hawkins

Gregory Mauro

Michael Calvo

Lauren Falk

Ava Issary

9880 Research Drive, Suite 200

Irvine, California 92618
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Attorneys for Plaintiff Jonnathan A. Robinson

Ferraro Vega Employment Lawyers, Inc.

Lauren N. Vega

Nicholas J. Ferraro

3160 Camino del Rio South, Suite 308

San Diego, California 92108

(619) 693-7727 / (619) 350-6855 facsimile

Attorneys for Plaintiffs Nataly Gomez and Isabel Dominguez

ATTORNEYS REPRESENTING DEFENDANTS

O'HAGAN MEYER LLP

THALIA S. ROFOS

ANITA LODI

4695 MacArthur Ct., Suite 900

Newport Beach, CA 92660

Telephone: (949) 942-8537

**PLEASE DO NOT CALL OR OTHERWISE ATTEMPT TO CONTACT THE
COURT OR THE CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT**
