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as an aggrieved employee, and on behalf of all other
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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

CHRISTEN D. HARDY, as an aggrieved
employee, and on behalf of all other aggrieved
employees under the Labor Code Private
Attorneys' General Act of 2004,

Plaintiff,

v.

TEXAS ROADHOUSE MANAGEMENT
CORP., a Kentucky corporation; TEXAS
ROADHOUSE, INC., a Delaware corporation;
and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: CIVSB2222259

[Assigned for all purposes to the Hon. David
Cohn in Dept. S26]

**JOINT STIPULATION RE:
REPRESENTATIVE ACTION
SETTLEMENT**

ACTION FILED: October 4, 2022

TRIAL DATE: None Set

JOINT STIPULATION RE: REPRESENTATIVE ACTION

This Joint Stipulation Re: Representative Action (“Settlement,” “Agreement” or “Settlement Agreement”) is made by and between plaintiff Christen D. Hardy (“Plaintiff”), on one hand; and defendants Texas Roadhouse Management Corp. and Texas Roadhouse, Inc. (collectively, the “Defendants”), on the other hand. Plaintiff and Defendants shall collectively be referred to as the “Parties.”

I. DEFINITIONS

A. "Action" means all claims and causes of action alleged in the lawsuit filed on October 4, 2022, *Hardy v. Texas Roadhouse Management Corp., et al.*, San Bernardino County Superior Court, Case No. 21STCV222259.

B. "Agreement," "Settlement" or "Settlement Agreement" means this Joint Stipulation Re: Representative Action Settlement, and its exhibits, attached hereto and incorporated herein.

C. “**Aggrieved Employee(s)**” means all current and former non-exempt, hourly-paid employees who were employed by Defendants in the State of California during the PAGA Period.

D. **“Aggrieved Employee List”** means a complete list of all Aggrieved Employees that Defendants will diligently and in good faith compile from its records and provide to the Settlement Administrator after the Court grants preliminary approval of the Settlement. The Aggrieved Employee List will include information regarding the Aggrieved Employees compiled from Defendants’ records and provided to the Settlement Administrator in a Microsoft Excel spreadsheet, including each Aggrieved Employee’s: (1) full name; (2) last known address; (3) last known phone number; (4) social security number; and (5) hire date(s), termination dates(s) (as applicable), and re-hire date(s) (as applicable).

E. **“Approval Date”** means the date the Court enters a judgment approving the settlement.

F. "Court" means the Superior Court of the State of California for the County of San Bernardino.

G. **“Defendants”** means Texas Roadhouse Management Corp. and Texas Roadhouse, Inc.

1 **H. “Effective Date”** means the date by which the last of the following has occurred:
2 (a) the Court has entered a judgment approving the settlement, and (b) the judgment becomes
3 final, meaning that the State of California has not filed an objection or sought to intervene, and
4 the judgment has been entered.

5 **I. “Enhancement Payment”** means the additional payment in the maximum amount
6 of Seven Thousand Five-Hundred Dollars (\$7,500.00) sought on behalf of Plaintiff to be paid
7 from, and not in addition to, the Gross Settlement Amount.

8 **J. “Gross Settlement Amount”** means the settlement amount of Six Hundred
9 Seventy-Five Thousand Dollars and Zero Cents (\$675,000.00), as the same may be escalated
10 pursuant to Section III(L)(2) of this Agreement. The Gross Settlement Amount represents a
11 global settlement of all allegations, claims, and causes of action asserted in the Complaint (the
12 “Action”) and will include all the following: Plaintiff’s counsel’s fees and expenses (subject to
13 Court approval); Plaintiff’s enhancement award (subject to Court approval); the costs of
14 settlement administration; and the payment to the Labor & Workforce Development Agency (the
15 “LWDA Payment”). Following these deductions, the remaining Net Settlement Amount
16 (“NSA”) will be distributed to the Aggrieved Employees on a pro rata basis based on each
17 Aggrieved Employee’s share of payroll periods worked during the PAGA Period.

18 **K. “Individual Settlement Payment(s)”** means the *pro rata* amount payable to each
19 Aggrieved Employee from the 25% portion of the Net Settlement Amount allocated to PAGA
20 penalties.

21 **L. “LWDA”** means the California Labor and Workforce Development Agency.

22 **M. “Net Settlement Amount”** means the total amount of money that will be paid to
23 the LWDA and the Aggrieved Employees collectively after deductions, if approved by the Court,
24 for: (a) Settlement Administration Costs; (b) Plaintiffs’ Counsel’s Attorneys’ Fees; (c) Plaintiffs’
25 Counsel’s Attorneys’ Costs; and (d) Plaintiff’s Enhancement Payment.

26 **N. “Operative Complaint”** means the complaint filed by Plaintiff in the San
27 Bernardino Superior Court on or around October 4, 2022.

1 **O. “PAGA”** means the Private Attorneys’ General Act of 2004 as codified in
2 California Labor Code section 2698, *et seq.*

3 **P. “PAGA Payment Letter”** means a letter that the Settlement Administrator will
4 send to each Aggrieved Employee with his or her Individual Settlement Payment, which explains
5 the reason for the Individual Settlement Payment, substantially in the form attached hereto as
6 Exhibit 1, excluding any revisions by the Court.

7 **Q. “PAGA Period” or “Settlement Period”** means the period from October 4, 2021
8 through the Approval Date or June 22, 2023, whichever date is earlier.

9 **R. “Pay Period”** means any pay period when an Aggrieved Employee worked at any
10 time as an employee for Defendant in a non-exempt, hourly-paid position during the PAGA
11 Period, based on timekeeping data and applicable hire dates, re-hire dates (as applicable), and
12 termination dates (as applicable).

13 **S. “Parties”** means, collectively, Plaintiff and Defendants.

14 **T. “Plaintiff” or “Named Plaintiff”** shall refer to Christen D. Hardy

15 **U. “Plaintiff’s Counsel”** means: David D. Bibiyan, Jeffrey D. Klein, Joshua Shirjian
16 and Vedang J. Patel of Bibiyan Law Group, P.C.

17 **V. “Plaintiff’s Counsel’s Attorneys’ Costs”** means the amount not to exceed Thirty
18 Thousand Dollars and Zero Cents (\$30,000.00), according to proof and subject to approval by
19 the Court. Plaintiff’s Counsel’s Attorneys’ Costs will be paid from, and not in addition to, the
20 Gross Settlement Amount. The amount of Plaintiff’s Counsel’s Attorneys’ Costs shall include
21 all past and future Attorneys’ Costs to Plaintiff’s Counsel—including, without limitation, all
22 costs expended by Plaintiff’s Counsel in defending the Settlement and securing approval of the
23 Settlement (including any appeals). There will be no additional charge of any kind to either the
24 Aggrieved Employees or request for additional consideration from Defendants for costs unless
25 Defendants’ materially breach this Agreement, including any term regarding funding, and after
26 first providing written notice of and a reasonable opportunity to cure any alleged material breach,
27 further efforts are necessary from Plaintiff’s Counsel to remedy said breach through Court
28 intervention, including, without limitation, moving the Court to enforce the Agreement.

1 Defendants will not oppose the Court's award of attorneys' costs unless additional consideration
2 is requested due to alleged material breach and Defendants' determine an opposition is warranted

3 **W. "Plaintiffs' Counsel's Attorneys' Fees"** means the amount not to exceed thirty-
4 five percent (35%) of the Gross Settlement Amount, subject to escalation pursuant to section
5 III(L)(2) of this Agreement and approval by the Court. Plaintiff's Counsel's Attorneys' Fees will
6 be paid from, and not in addition to, the Gross Settlement Amount. The amount of Plaintiff's
7 Counsel's Attorneys' Fees shall include all past and future attorneys' fees to Plaintiff's
8 Counsel—including, without limitation, all time expended by Plaintiff's Counsel in defending
9 the Settlement and securing approval of the Settlement (including any appeals). There will be no
10 additional charge of any kind to either the Aggrieved Employees or request for additional
11 consideration from Defendants for fees unless Defendants materially breach this Agreement,
12 including any term regarding funding, and after first providing written notice of and a reasonable
13 opportunity to cure any alleged material breach, further material efforts are necessary from Class
14 Counsel to remedy said breach through Court intervention, including, without limitation, moving
15 the Court to enforce the Agreement. Should the Court approve Plaintiff's Counsel's Attorneys'
16 Fees in an amount less than the amounts provided herein, then the unapproved portion(s) shall
17 be a part of the Net Settlement Amount. Defendants will not oppose the Court's award of
18 attorneys' fees unless additional consideration is requested due to alleged material breach and
19 Defendants' determine an opposition is warranted.

20 **X. "Released Parties"** shall refer to Defendants and its past, present and/or future,
21 direct and/or indirect, owners, officers, directors, members, managers, employees, agents,
22 representatives, attorneys, insurers, partners, investors, shareholders, administrators, parents,
23 subsidiaries, affiliates, divisions, predecessors, successors, and assigns.

24 **Y. "Settlement Administration Costs"** means the costs payable from the Gross
25 Settlement Amount to the Settlement Administrator for administering this Settlement. All
26 Settlement Administration Costs shall be paid from, and not in addition to, the Gross Settlement
27 Amount. The Settlement Administration Costs include, but are not limited to, the required tax
28 reporting on the Individual Settlement Payments, the issuing of appropriate tax forms, as needed,

1 confirming/auditing claims for payments for compliance with the Settlement, calculating and
2 distributing all payments to be made pursuant to the Settlement, and providing reports and
3 declarations. The Settlement Administration Costs are currently estimated to be no more than
4 \$12,950.00. If the actual amount of the Settlement Administration Costs is less than \$12,950.00,
5 the difference between \$12,950.00 and the actual Settlement Administration Costs shall be a part
6 of the Net Settlement Amount. If the Settlement Administration Costs exceed \$12,950.00, then
7 such excess will be paid solely from the Gross Settlement Amount and Defendants will not be
8 responsible for paying any additional funds in order to pay these additional costs. Defendants
9 and their Counsel shall have no responsibility for validating or ensuring the accuracy of the
10 Settlement Administrator's work. Plaintiff, Plaintiff's Counsel, Defendants and Defendants'
11 Counsel shall not bear any responsibility for errors or omissions in the calculation or distribution
12 of the distributions of monies contemplated by this Settlement Agreement.

13 **Z. "Settlement Administrator"** means the Third-Party Administrator mutually
14 agreed upon by the Parties and approved by the Court that will be responsible for the
15 administration of the Settlement. The Parties will obtain a not-to-exceed quote from the mutually
16 acceptable qualified settlement administrator for claims administration costs. The Settlement
17 Administrator agreed upon by all parties is Phoenix Settlement Administrators.

18 **II. BACKGROUND**

19 **A. The Action.** On February 21, 2022, Plaintiff filed with the LWDA and served on
20 Defendants a notice under Labor Code section 2699.3, stating Plaintiff intended to serve as a
21 proxy of the LWDA to recover civil penalties for various Labor Code violations ("PAGA
22 Notice"). On October 4, 2022, after more than 65 days had passed without any action by the
23 LWDA, Plaintiff filed a PAGA representative action in this Court, seeking civil penalties on
24 behalf of Plaintiff and Aggrieved Employees against Defendants for civil penalties under PAGA
25 for the Labor Code violations alleged in the PAGA Notice.

26 **B. Informal Discovery.** Shortly thereafter, the Parties agreed to exchange informal
27 discovery and attend an early mediation, in which Plaintiff was provided with, among other
28 things: (1) the total number of Pay Periods and Aggrieved Employees in the PAGA Period; (2)

1 Defendants' employee handbook and standalone COVID-19 policies; (3) the number of COVID-
2 19 cases reported by Aggrieved Employees in the PAGA Period to Defendants; (4) exemplars of
3 wellness check questionnaires and weekly reports issued by Defendants; and (5) Defendants'
4 sanitizing procedures and COVID-19 prevention plan.

5 **C. Mediation.** On April 11, 2023, the Parties participated in a full-day mediation
6 before mediator Jeffrey A. Ross, Esquire, a well-regarded mediator experienced in mediating
7 complex labor and employment matters. With the aid of the mediator's evaluation, the Parties
8 reached the Settlement to resolve the Action.

9 **D. Plaintiff's Position as to Settlement.** Plaintiff's Counsel have conducted
10 significant investigation of the law and facts relating to the claims asserted in the Action, and
11 have concluded that the Settlement set forth herein is fair, reasonable, adequate, and in the best
12 interests of Aggrieved Employees, and to the extent permitted by law, the State of California,
13 taking into account the sharply contested issues involved, the expense and time necessary to
14 litigate the Action through trial and any appeals, the risks and costs of further litigation, the risk
15 of an adverse outcome, the uncertainties of complex litigation, the information learned through
16 informal discovery regarding Plaintiff's allegations, and the substantial benefits to be received
17 by Aggrieved Employees.

18 **E. Defendants' Position as to Settlement.** Defendants and the Released Parties
19 deny that they have engaged in any unlawful activity, deny that they have failed to comply with
20 the law in any respect, and deny that they have any liability to anyone under the claims asserted
21 in the Action. This Agreement is entered into solely for the purpose of compromising highly
22 disputed claims. Nothing in this Agreement is intended or will be construed as an admission of
23 liability or wrongdoing by Defendants or the Released Parties. This Settlement and the fact that
24 Plaintiff and Defendants were willing to settle the Action will have no bearing on, and will not
25 be admissible in connection with, any litigation (other than solely in connection with effectuating
26 the Settlement pursuant to this Agreement).

27 **III. TERMS OF SETTLEMENT**

28 **A. All Terms Subject to Court Approval.** The Court has jurisdiction over the

1 Parties and the subject matter of the Action. The Action includes claims that, if proven, would
2 authorize the Court to grant relief pursuant to the applicable statutes. This Agreement shall be
3 submitted to the Court for approval and final judgment by way of a motion prepared/filed by
4 Plaintiff's counsel after Defendants' counsel has had an opportunity to review the motion.
5 Defendants shall not oppose the motion. After the Court has granted approval of the Settlement
6 and entered judgment, the Court shall retain jurisdiction over the Parties to enforce the terms of
7 the judgment pursuant to California Rule of Court, rule 3.769, subdivision (h). If the Court fails
8 to approve this Agreement, the Agreement shall become void with Defendants having no
9 obligation to pay any portion of the Gross Settlement Amount. In the event the Court initial fails
10 to approve this Agreement, the Parties agree to meet and confer in an attempt to determine if
11 changes or further action will allow Court approval to be obtained.

12 **B. Gross Settlement Amount.** Defendants shall pay the Gross Settlement Amount
13 of Six Hundred Seventy-Five Thousand Dollars and Zero Cents (\$675,000.00) to settle this
14 Action, unless escalated pursuant to section III(L)(2). The Gross Settlement Amount will be to
15 satisfy all of Defendants' liabilities arising from the Settlement. No portion of the Gross
16 Settlement Amount shall revert to Defendants.

17 **C. Plaintiff's Counsel's Attorneys' Fees and Costs.** Plaintiff's Counsel shall apply
18 for an award of Plaintiff's Counsel's Attorneys' Fees and Plaintiffs' Counsel's Attorneys' Costs,
19 as described and defined in this Agreement. Defendants will not oppose Plaintiff's request
20 consistent with this Settlement. Awards of Plaintiff's Counsel's Attorneys' Fees and Plaintiff's
21 Counsel's Attorneys' Costs shall be paid out of the Gross Settlement Amount, for all past and
22 future attorneys' fees and costs necessary to prosecute, settle, and obtain approval of this
23 Settlement. Should the Court approve Plaintiff's Counsel's Attorneys' Fees and Plaintiff's
24 Counsel's Attorneys' Costs in an amount less than the amounts provided herein, then the
25 unapproved portion(s) shall be a part of the Net Settlement Amount. Plaintiff reserves her right
26 to request additional fees and costs from the Court should the Defendants materially breach this
27 Agreement by failing to pay the Gross Settlement Amount.

1 **D. Plaintiff's Enhancement Payment.** Plaintiff will request and apply for the
2 Enhancement Payment, referred to in Saragraph I(I). Specifically, Plaintiff will apply for a
3 payment of Seven Thousand Five-Hundred Dollars (\$7,500.00). The enhancement payment shall
4 be paid from, and not in addition to, the Gross Settlement Amount. Any amounts not awarded by
5 the Court under this provision shall be included in the Net Settlement Amount. Defendants agree
6 not to oppose any such application which is consistent with this Section.

7 **E. LWDA Payment.** Subject to Court approval, the Parties agree that an amount
8 equal to seventy-five percent (75%) of the Net Settlement Amount will be paid to the LWDA in
9 settlement of all representative claims alleged by or on behalf of Plaintiff and the Aggrieved
10 Employees. Should the Court grant Plaintiff's Counsel's Attorneys' Fees and Plaintiff's
11 Counsel's Attorneys' Costs, and Settlement Administration Costs, and should the Settlement not
12 be escalated pursuant to section III(L)(2) of this Agreement, the amount paid to the LWDA will
13 be \$291,225.00 and \$97,075.00 (25%) of the Net Settlement Amount will be available for
14 Individual Settlement Payments to Aggrieved Employees.

15 **F. Individual Settlement Payments.** Subject to Court approval, the Parties agree
16 that an amount equal to twenty-five percent (25%) of the Net Settlement Amount (the "Aggrieved
17 Employee Portion") will be paid to the Aggrieved Employees in settlement of the PAGA
18 Released Claims. Individual Settlement Payments will be calculated and apportioned from the
19 Aggrieved Employee Portion based on the number of Pay Periods an Aggrieved Employee
20 worked during the Settlement Period. The Settlement Administrator will determine the total
21 number of Pay Periods worked by each Aggrieved Employee during the Settlement Period based
22 on the data provided by Defendants in the Aggrieved Employee List and the aggregate number
23 of Pay Periods worked by all Aggrieved Employees during the Settlement Period. To determine
24 each Aggrieved Employee's Individual Settlement Payment, the Parties agree that the Settlement
25 Administrator will use the following formula: Individual Settlement Payment = (Aggrieved
26 Employee's Pay Periods worked during the Settlement Period / Aggregate Number of Aggrieved
27 Employees' Pay Periods worked during the Settlement Period) x (0.25 x Net Settlement
28 Amount).

1 **G. Tax Treatment of Settlement Payments.** All Individual Settlement Payments
2 will be characterized as civil penalties, and IRS Forms 1099-MISC will be issued as necessary.
3 The payment of Plaintiff's Counsel's Attorneys' Fees and Plaintiff's Counsel's Attorneys' Costs
4 will also be reported on IRS Forms 1099-MISC. The Settlement Administrator will issue all such
5 forms.

6 **H. Aggrieved Employees' Tax Liability.** Other than the reporting requirements set
7 forth in this Agreement, the Aggrieved Employees shall be responsible for the reporting and
8 payment of any federal, state, and/or local income or other tax or any other withholdings, if any,
9 on any of the payments made pursuant to this Agreement. Counsel for Plaintiff and Defendants
10 make no representations, and it is understood and agreed that Counsel for Plaintiff and
11 Defendants have made no representations as to the taxability of any portions of the Individual
12 Settlement Payments to any Aggrieved Employee, the payment of any costs or an award of
13 attorney fees, or any payments to Plaintiff. The PAGA Payment Letter (Exhibit 1) will inform
14 Aggrieved Employees of the opportunity to seek their own tax advice in connection with their
15 receipt of Individual Settlement Payments.

16 **I. Defendants' Tax Liability.** The Parties do not expect there to be any employer
17 side taxes arising from this Settlement because this a settlement of a representative action for
18 civil penalties. If it is determined that employer side taxes exist on the Gross Settlement Amount,
19 such taxes will be funded by the Gross Settlement Amount.

20 **J. Waivers and Releases**

21 1) **PAGA Released Claims.** Effective only upon the entry of an Order
22 granting approval of this Settlement, entry of Judgment, and payment by Defendants to the
23 Settlement Administrator of the full Gross Settlement Amount to effectuate the Settlement,
24 Plaintiff, Aggrieved Employees, and, to the extent permitted by law, the State of California, for
25 the duration of the PAGA Period, all claims alleged in or that could have been based on the
26 purported facts asserted in the Operative Complaint for civil penalties under PAGA against the
27 Released Parties, including, pursuant to Labor Code 2699, violations of Labor Code sections
28 6401, 6409.6, and 6432 ("PAGA Released Claims").

1 2) Exclusions to the PAGA Released Claims. The releases above expressly
2 exclude all other claims, including all claims for wage and hour violations, all non-PAGA claims,
3 as well as, without limitation, claims for vested benefits, wrongful termination, unemployment
4 insurance, disability, social security, workers' compensation, and any other claims arising outside
5 of the PAGA Period and as alleged in the Operative Complaint.

6 3) Aggrieved Employees are bound by the Settlement. Because there is no
7 right to opt out of a PAGA settlement, all Aggrieved Employees will receive a proportional
8 distribution from the Settlement monies and will be bound by this Settlement Agreement, upon
9 its approval by the Court.

10 4) General Release by Plaintiff Christen D. Hardy. Effective only upon the
11 entry of an Order granting approval of the Settlement, entry of Judgment, and payment by
12 Defendants to the Settlement Administrator selected of the full Gross Settlement Amount, in
13 addition to the PAGA Released Claims, Plaintiff makes the additional following General
14 Release: Plaintiff fully and finally releases Defendants and the Released Parties from any and all
15 claims, losses, debts, charges, damages, demands, obligations, causes of action, lawsuits,
16 liabilities, breaches of duty, misfeasance, malfeasance, promises, controversies, contracts,
17 judgments, awards, penalties, costs, and expenses of every nature and description whatsoever,
18 known or unknown, asserted or that might have been asserted, whether in tort, contract, or for
19 violation of any local, state, or federal statute, rule, regulation, ordinance or common law,
20 including but not limited to those claims raised in the Action and/or that could have been raised
21 in the Action, and those arising from or relating to Plaintiff's employment with Defendants and
22 the termination of that employment ("Plaintiff's Released Claims").

23 5) **Plaintiff's Waiver of Rights Under California Civil Code Section 1542.**
24 As partial consideration for the Plaintiff's enhancement payment, Plaintiff's Released Claims
25 shall include all such claims, whether known or unknown. Thus, even if Plaintiff discovers facts
26 and/or claims in addition to or different from those that she now knows or believes to be true
27 with respect to the subject matter of the Plaintiff's Released Claims, those claims will remain
28 released and forever barred. Therefore, with respect to Plaintiff's Released Claims, Plaintiff

1 expressly waives and relinquishes the provisions, rights and benefits of California Civil Code
2 section 1542, which reads: "A general release does not extend to claims that the creditor or
3 releasing party does not know or suspect to exist in him or him favor at the time of executing
4 the release and that, if known by him or her, would have materially affected his or her
5 settlement with the debtor or released party."

6 6) **Plaintiff's Counsel.** As of the Effective Date, and except as otherwise
7 provided by this Settlement and the Judgment, Plaintiff's Counsel waives any claim to costs and
8 attorneys' fees and expenses against Defendants or the Released Parties arising from or related to
9 the Action.

10 **K. Settlement Administration**

11 1) Settlement Administrator's Duties in General. The Settlement
12 Administrator shall be responsible for: (a) processing the data provided by Defendants to be used
13 in calculating the Individual Settlement Payments; (b) preparing, printing, and mailing to the
14 Aggrieved Employees the PAGA Payment Letter (attached hereto as Exhibit 1), as well as
15 following up with reasonable skip tracing; (c) calculating and mailing Individual Settlement
16 Payments to Aggrieved Employees; (d) filing any required federal and state tax forms and related
17 agency reporting; (e) filing any required reports with the Court; and (g) all other tasks described
18 in this Agreement, as to which the Parties mutually agree, and/or which the Court orders the
19 Settlement Administrator to perform.

20 2) Delivery of the Aggrieved Employee List. Within fourteen (14) calendar
21 days after the Effective Date, Defendants will provide the Aggrieved Employee List to the
22 Settlement Administrator. The Administrator shall maintain the Employee List as private and
23 confidential and shall not disclose such data to any persons or entities other than Defendants'
24 Counsel. The Employee List is being supplied solely to be used for settlement notification and
25 settlement administration purposes, and shall not be used for any other purpose by the
26 Administrator. The Parties agree that the Employee List will not be used to solicit Aggrieved
27 Employees to file any claim, charge, or complaint of any kind whatsoever against Defendants or
28 any other Released Parties, and will only be used to administer the Settlement under the terms

1 provided herein. The Employee List shall not be disclosed to Plaintiff's Counsel, except that
2 relevant information of individual Aggrieved Employees can be provided to Plaintiff's Counsel
3 if necessary for Plaintiff's Counsel to respond to inquiries or requests about their individual
4 Settlement Payments from individual Aggrieved Employees. Plaintiff's Counsel shall not access,
5 disclose, or use any information from the Employee List for any other purpose, whether now or
6 in the future. No later than three (3) days after receipt of the Employee List, the Administrator
7 shall notify counsel for the Parties that the information in the Employee List has been received.

8 3) Funding of the Gross Settlement Amount. Within fourteen (14) calendar
9 days after the Effective Date, Defendants will deposit the Gross Settlement Amount into a
10 settlement fund to be established by the Settlement Administrator.

11 4) Distribution of Settlement Payments. Within ten (10) calendar days after
12 Defendants deposit the Gross Settlement Amount into a settlement fund, the Settlement
13 Administrator will issue payments to: (a) the Aggrieved Employees; (b) the LWDA; (c)
14 Plaintiff's Counsel for the Attorneys' Fees payment and Plaintiff's Counsel's Attorneys' Costs
15 payment; and (d) the Settlement Administrator. The Settlement Administrator will mail
16 Individual Settlement Payments to the Aggrieved Employees, along with the PAGA Payment
17 Letter (attached as Exhibit 1), via regular First-Class U.S. Mail, using the most current, known
18 mailing addresses identified in the Aggrieved Employees List. The Settlement Administrator will
19 also issue a payment to itself for Court-approved services performed in connection with the
20 Settlement twenty (20) calendar days after the Effective Date.

21 5) Reports Regarding Settlement Administration. The Settlement
22 Administrator will provide Defendants' Counsel and Plaintiff's Counsel reports regarding the
23 administration of the Settlement Agreement as needed or requested, subject to the terms and
24 conditions of the Settlement Agreement.

25 6) Procedures for Uncashed Checks. Checks for Individual Settlement
26 Payments shall be negotiable for one hundred eighty (180) calendar days from the date of their
27 issuance. If a check is returned to the Settlement Administrator as undeliverable during the 180-
28 day period, the Settlement Administrator shall take all reasonable efforts to identify the

1 Aggrieved Employee's correct address, including the performance of a "skip-trace." If an
2 updated address can be identified, the Settlement Administrator shall issue another check to the
3 Aggrieved Employee and mail it to the Aggrieved Employee at his or her updated address. An
4 Aggrieved Employee who failed to receive their Individual Settlement Payment check despite
5 the procedures described herein shall nevertheless remain bound by the Settlement and the
6 release of the PAGA Released Claims contained herein. The funds represented by Individual
7 Settlement Payment checks remaining uncashed for more than 180 days after issuance
8 (collectively, the "Uncashed Settlement Checks") shall be canceled and funds associated with
9 such checks shall be transmitted to the California State Controller's Office, Unclaimed Property
10 Division in the name of each Aggrieved Employee thereby leaving no unpaid residue pursuant
11 to the requirements of Code of Civil Procedure section 384.

12 7) Administration of Taxes by the Settlement Administrator. Before or
13 concurrent with Plaintiff's filing of this Agreement for approval, Plaintiff's Counsel will send
14 this agreement to the LWDA pursuant to Section 2699(1)(2) of the California Labor Code.

15 8) Declaration of Payment. Within sixty (60) calendar days after the
16 Effective Date, the Settlement Administrator shall prepare a declaration of payment stating that
17 all payments required under the Settlement have been made. Plaintiff's Counsel shall file the
18 Settlement Administrator's declaration with the Court if requested by the Court.

19 9) Declaration Regarding Uncashed Settlement Check Funds. Within ten
20 (10) calendar days after the date the Settlement Administrator transfers the total amount of funds
21 represented by the Uncashed Settlement Checks to the Unclaimed Property Division, the
22 Settlement Administrator will prepare a declaration stating the total amount of funds represented
23 by the Uncashed Settlement Checks and confirming that the procedures for the treatment of
24 Uncashed Settlement Checks established by this Agreement have been followed. Plaintiff's
25 Counsel shall file the Settlement Administrator's declaration with the Court if requested by the
26 Court.

27 L. Miscellaneous Provisions

28 1) Acknowledgement that the Settlement is Fair, Adequate, and Reasonable.

1 The Parties and their respective counsel believe that this Settlement is a fair, adequate, and
2 reasonable settlement of the Action, and they have arrived at this Settlement through arm's length
3 negotiations, taking into account all relevant factors, present and potential.

4 2) Increase in the Gross Settlement Amount. Defendants represented that as
5 of April 11, 2023 there were approximately 61,385 Pay Periods worked by Aggrieved Employees
6 during the PAGA Period. In the event the number of Pay Periods worked by Aggrieved
7 Employees during the PAGA Period/Settlement Period exceeds the amount represented at the
8 mediation by more than twelve and one-half percent (12.5%) or 7,673 Pay Periods, then the Gross
9 Settlement Amount shall increase proportionally for every Pay Period in excess of 69,058 Pay
10 Periods multiplied by the Pay Period Value. The Pay Period Value shall be calculated by dividing
11 the originally agreed-upon Gross Settlement Amount (\$675,000.00) by 61,385 Pay Periods,
12 which amounts to a Pay Period Value of \$11.00. Thus, for example, should there be 70,000 Pay
13 Periods worked by Aggrieved Employees during the PAGA Period/Settlement Period, then the
14 Gross Settlement Amount shall be increased by \$10,362.00. ((70,000 Pay Periods – 69,058 Pay
15 Periods) x \$11.00 per Pay Period.). In the event Defendants do not want to pay the increased
16 amount, Defendants, at their sole option, can elect to move the end of the PAGA
17 Period/Settlement Period (the ending date of the period covered by the release of claims provided
18 for herein) up to the date on which 69,058 Pay Periods were actually worked by the Aggrieved
19 Employees. For example, if the total number of Pay Periods actually worked by the Aggrieved
20 Employees as of June 15, 2023 is 69,058, and Defendants do not wish to increase the dollar value
21 of the settlement, the Parties agree that the end of the PAGA Period/Settlement Period and the
22 ending date of the period covered by the release of claims set forth herein, will be June 15, 2023
23 and not the date stated herein. Defendants shall notify Plaintiff of their election within ten (10)
24 calendar days of being notified by the Settlement Administrator the number of Pay Periods has
25 exceeded 69,058 Pay Periods during the PAGA Period.

26 3) Mutual Cooperation. The Parties and their counsel will cooperate with
27 each other and use their best efforts to affect the implementation of the Settlement. Such
28 cooperation shall include, but is not limited to, the execution of such other documents and the

1 taking of such other actions as may reasonably be necessary to fulfill the terms of this Settlement
2 or as requested by the Court. The Parties shall use their best efforts, including all efforts
3 contemplated by this Agreement and any other efforts that may become necessary by Court
4 Order, or otherwise, to effectuate this Agreement and the terms set forth herein.

5 4) No Admissions by the Parties. Plaintiff has claimed and continues to claim
6 that the PAGA Released Claims have merit and give rise to liability on the part of Defendants.
7 Defendants claim that the PAGA Released Claims have no merit and do not give rise to liability.
8 This Agreement is a compromise of disputed claims. Nothing contained in this Agreement and
9 no documents referred to herein and no action taken to carry out this Agreement shall constitute
10 an admission on behalf of Defendants of any form of liability or the accuracy of any allegation
11 made by Plaintiff or Plaintiff's Counsel.

12 5) Amendment or Modification. This Agreement, and any and all parts of it,
13 may be amended, modified, changed, or waived only by an express written instrument signed by
14 all Parties or their successors-in-interest.

15 6) Mutual Drafting of Agreement. The Parties agree that the terms of this
16 Agreement and the accompanying exhibits are the result of substantial, arm's-length
17 negotiations, and that this Agreement shall not be construed in favor of or against any of the
18 Parties by reason of the extent to which any of the Parties or their respective counsel participated
19 in the drafting of this Agreement.

20 7) Attorney Authorization. Counsel for the Parties warrant and represent that
21 they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action
22 required or permitted to be taken by such Parties pursuant to this Settlement to effectuate its
23 terms, and to execute any other documents required to effectuate the terms of this Settlement.

24 8) Binding on Successors and Assigns. This Agreement is binding upon, and
25 inures to the benefit of, the Parties' successors and assigns.

26 9) No Public Comment. The Parties and their counsel agree that they will
27 not issue any press releases, post any information on websites in an other public forum, issue any
28 press releases, initiate contract with the press, respond to any press inquiry, or have any

1 communication with the press about the above-captioned action or the fact, amount, or terms of
2 the settlement of the above-captioned action.

3 10) Governing Law. This Agreement shall be governed by and interpreted
4 according to the laws of the State of California.

5 11) Exhibit(s) Incorporated by Reference. The terms of this Agreement
6 include the terms set forth in any attached exhibit(s), which are incorporated by reference as
7 though fully set forth herein. Any exhibit to this Agreement is an integral part of the Settlement.

8 12) Invalidity of Any Provision. The Parties request the Court that, before
9 declaring any provision of this Agreement invalid, the Court first attempts to construe the validity
10 of the provision(s) to the fullest extent possible consistent with applicable precedents so as to
11 define all provisions of this Settlement valid and enforceable.

12 13) Notices. Whenever this Agreement requires or contemplates that one of
13 the Parties shall or may give notice to the other, notice shall be provided by e-mail and/or next-
14 day (excluding Saturdays, Sundays, and holidays) express delivery service addressed to the
15 address of the Party's counsel appearing in this Agreement.

16 14) Jurisdiction of the Court. The Parties agree that the Court shall retain
17 jurisdiction under Code of Civil Procedure section 664.6 with respect to the interpretation,
18 implementation, and enforcement of the terms of this Agreement and all orders and judgments
19 entered in connection therewith, and the Parties and their respective counsel hereto submit to the
20 jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the settlement
21 embodied in this Agreement and all orders and judgments entered in connection therewith.

22 15) Binding Agreement. The Parties intend that this Agreement shall be fully
23 enforceable and binding on all Parties, and that it shall be admissible and subject to disclosure in
24 any proceeding solely to enforce its terms, notwithstanding any mediation confidentiality
25 provisions that otherwise might apply under federal or state law.

26 16) Entire Agreement. This Agreement and any attached exhibits constitute
27 the entirety of the Parties' settlement terms as it pertains to this subject matter (*i.e.*, settlement
28 and release of the PAGA Released Claims by Aggrieved Employees). No other prior or

1 contemporaneous written or oral agreements may be deemed binding on the Parties as it pertains
2 to this limited subject matter.

3 17) Counterparts. This Agreement may be executed in one or more
4 counterparts. All executed counterparts and each of them, including facsimile and scanned copies
5 of the signature page, will be deemed to be one and the same instrument provided that counsel
6 for the Parties to this Agreement exchange among themselves copies or originals of the signed
7 counterparts.

8 18) Advice of Counsel. The Parties to this Agreement are represented by
9 competent counsel, and they have had an opportunity to consult with counsel. The Parties to this
10 Agreement agree that it reflects their good faith compromise of the claims raised in the Action,
11 based upon their assessment of the mutual risks and costs of further litigation and the assessments
12 of their respective counsel.

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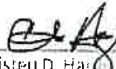
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19) Parties' Authority. The signatories to this Agreement, including any person executing on behalf of a corporate signatory, warrant and represent that they are fully authorized to enter into this Agreement and to bind the Parties hereto to the terms and conditions of the Agreement.

IT IS SO AGREED:

Dated: Dec 20, 2023, 2023


Christen D. Hardy [Dec 20, 2023 02:53 PST]

CHRISTEN D, HARDY
Plaintiff

Dated: 1/11/2024 | 10:14 AM EST, 2023

DocuSigned by:

6522505C630A4B7
TEXAS ROADHOUSE MANAGEMENT CORP.
Defendant
By: Puja Gatton
Its: Associate General Counsel

Dated: 1/11/2024 | 10:14 AM EST, 2023

DocuSigned by:

6522505C630A4B7
TEXAS ROADHOUSE, INC.
Defendant
By: Puja Gatton
Its: Associate General Counsel

AGREED AS TO FORM:

Dated: _____, 2023

DAVID D. BIBIYAN
VEDANG J. PATEL
Counsel for Plaintiff Christen D. Hardy

Dated: _____, 2023

MARK D. KRUTHERS
Counsel for Defendants Texas Roadhouse
Management Corp. and Texas Roadhouse, Inc.

19) Parties' Authority. The signatories to this Agreement, including any person executing on behalf of a corporate signatory, warrant and represent that they are fully authorized to enter into this Agreement and to bind the Parties hereto to the terms and conditions of the Agreement.

IT IS SO AGREED:

Dated: _____, 2023

CHRISTEN D, HARDY
Plaintiff

Dated: _____, 2023

TEXAS ROADHOUSE MANAGEMENT CORP.
Defendant
By: _____
Its: _____

Dated: _____, 2023

TEXAS ROADHOUSE, INC.
Defendant
By: _____
Its: _____

AGREED AS TO FORM:

Dated: January 3, 2023

Vedang J. Patel
DAVID D. BIBIYAN
VEDANG J. PATEL
Counsel for Plaintiff Christen D. Hardy

Dated: *January 4*, 2023

[Signature]
MARK D. KRUTHERS
Counsel for Defendants Texas Roadhouse
Management Corp. and Texas Roadhouse, Inc.