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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ALAMEDA

MICHAEL CORBIN, individually, and on
behalf of others aggrieved employees pursuant to
the California Private Attorneys General Act;

Plaintiff,
vs.

PARIS BAGUETTE AMERICA, INC., a
Delaware corporation; PARIS BAGUETTE -
BON DOUX, INC., a Delaware corporation;
PARIS BAGUETTE U.S.A., INC., a Delaware
corporation; PARIS BAGUETTE FAMILY,
INC., a Delaware corporation; and DOES 1
through 100, inclusive,

Defendants.

Case No.: 22CV014555

*Assigned for All Purposes to: Hon. Frank
Roesch, Dept. 17*

REPRESENTATIVE ACTION

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

Complaint Filed: July 18, 2022
Trial Date: None Set

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8 AMERICA, INC., PARIS BAGUETTE - BON
DOUX, INC., PARIS BAGUETTE U.S.A., INC.,
9 and PARIS BAGUETTE FAMILY, INC.

1 This Joint Stipulation of PAGA Settlement and Release of Claims (“Settlement,”
2 “Agreement,” or “Settlement Agreement”) is made and entered into by and between Plaintiff
3 MICHAEL CORBIN (“Plaintiff”) and Defendants PARIS BAGUETTE AMERICA, INC., PARIS
4 BAGUETTE – BON DOUX, INC., PARIS BAGUETTE U.S.A., INC., and PARIS BAGUETTE
5 FAMILY, INC. (together, “Defendants”) (collectively with Plaintiffs, the “Parties”).

6 **DEFINITIONS**

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

9 1. “Superior Court” shall mean the Superior Court of California for the County of
10 Alameda.

11 2. The “Action” shall mean the civil action entitled “*Corbin v. Paris Baguette America,*
12 *Inc., et al.*,” pending before the Superior Court of California, County of Alameda, Case No.
13 22CV014555 and the Notice filed by Michael Corbin on April 22, 2022, with the Labor Workforce
14 Development Agency (“LWDA”) bearing No. LWDA-CM-879936-22.

15 3. “Plaintiff’s Counsel” shall mean the attorneys representing Plaintiff in the Action,
16 Heather Davis, Esq., Brendan J. Burton, Esq. and Shadi Sahebghalam, Esq. of Protection Law
17 Group, LLP, and Edwin Aiwarzian, Esq., and Joanna Ghosh, Esq., of Lawyers for Justice, P.C.

18 4. “Defense Counsel” shall mean the attorneys representing Defendants in the Action,
19 Krista M. Cabrera, Esq. and Kevin Jackson, Esq. of Foley & Lardner LLP.

20 5. The “PAGA Period” shall mean the period of time commencing on April 22, 2021,
21 and ending on the date the Court approves the Settlement.

22 6. “PAGA Members” shall mean all current and former hourly-paid, non-exempt
23 employees who were employed by Defendants in the state of California at any time during the
24 PAGA Period.

25 7. “Aggrieved Employee List” means a complete list of all PAGA Members that
26 Defendants will diligently and in good faith compile from their records and provide to the
27 Settlement Administrator within thirty (30) calendar days after approval of this Settlement. The
28 Aggrieved Employee List will be formatted in a readable Microsoft Office Excel spreadsheet

1 containing the following information for each PAGA Member: (1) full name; (2) last known home
2 address; (3) last known telephone number; (4) social security number; (5) start and end dates of
3 active employment as a non-exempt employee of Defendants in the State of California; (6) total pay
4 periods during the PAGA Period; and (8) any other information required by the Settlement
5 Administrator in order to effectuate the terms of the Settlement.

6 8. "Settlement Administrator" shall mean Apex Class Action Administration ("Apex"),
7 a third-party administrator who shall administer the settlement in accordance with this Agreement
8 and who was proposed by the Parties and appointed by the Superior Court to administer the
9 Settlement.

10 9. "Plaintiff's Counsel Fees Payment" shall mean Ninety-Seven Thousand One
11 Hundred and Twenty-Five Dollars and No Cents (\$97,125.00) subject to approval by the Superior
12 Court as Plaintiff's Counsel's attorneys' fees incurred in connection with the Action, including fees
13 incurred in pre-filing investigation, filing of the Action, and all related litigation activities, this
14 Settlement, and all post-Settlement compliance procedures. Defendants have agreed not to oppose
15 Plaintiff's Counsel's request for fees in the amount set forth above.

16 10. "Plaintiff's Counsel Litigation Costs Payment" shall mean the actual litigation
17 expenses and/or costs expended by Plaintiff's Counsel subject to approval by the Superior Court
18 incurred in connection with the Action, including pre-filing investigation, filing of the Action, and
19 all related litigation activities, this Settlement, and all post-Settlement compliance procedures.
20 Plaintiff's Counsel's costs are not to exceed Twenty-Five Thousand Dollars and No Cents
21 (\$25,000.00). Defendants have agreed not to oppose Plaintiff's Counsel's request for costs and
22 expenses in the amount set forth above.

23 11. "Plaintiff's Representative Payment" shall mean the payment made to Plaintiff in his
24 capacity as the PAGA representative to compensate him for prosecuting the Action, and performing
25 work in support of the Action, in the amount of Seven Thousand Five Hundred Dollars and No
26 Cents (\$7,500.00), subject to approval by the Superior Court.

27 12. "Settlement Administrator Payment" shall mean the payment to the Settlement
28 Administrator for its fees and expenses in administering this Settlement in an amount not to exceed

1 Nine Thousand Nine Hundred and Fifty Dollars and No Cents (\$9,950.00).

2 13. "Pay Period" shall mean any pay period in which a PAGA Member received
3 payment from Defendants as an hourly-paid, non-exempt employee.

4 14. "Individual Pay Periods" shall mean the number of Pay Periods for an individual
5 PAGA Member.

6 15. "Gross Settlement Amount" shall mean the Gross Settlement Amount of Three
7 Hundred Two-Hundred Seventy-Seven Thousand Five Hundred Dollars and No Cents
8 (\$277,500.00) payable by Defendants as provided by this Settlement Agreement.

9 16. Defendants represent that as of June 9, 2024, the number of Pay Periods worked by
10 the 303 PAGA Members is 4,966. Should the qualifying Pay Periods worked by the PAGA
11 Members during the PAGA Period ultimately increases by more than 10% (i.e., by more than 496
12 Pay Periods), Defendants shall have the option to either: 1) increase the Gross Settlement Amount
13 on a *pro rata* basis equal to the percentage increase in the number of Pay Periods worked by the
14 PAGA Members above 10% (for example, if the number of Pay Periods increases by 11% to 546
15 Pay Periods, the Gross Settlement Amount will increase by 1%); or, 2) shorten the PAGA Period
16 such that it ends on the date that the number of Pay Periods reaches 5,462 in which case Defendants
17 will not be required to pay any additional amounts.

18 17. "Net Settlement Amount" shall mean the Gross Settlement Amount, less (i) the
19 Plaintiff's Representative Payment approved by the Superior Court; (ii) the Plaintiff's Counsel Fees
20 Payment approved by the Superior Court; (iii) the Plaintiff's Counsel Litigation Costs Payment
21 approved by the Superior Court; (iv) the Settlement Administrator Payment approved by the
22 Superior Court; and (v) any other fees or expenses (other than Plaintiff's Counsel Fees Payment and
23 Plaintiff's Counsel Litigation Costs Payment) incurred in implementing the terms and conditions of
24 this Settlement Agreement as approved by the Superior Court.

25 18. "LWDA Payment" shall mean the payment to the California Labor and Workforce
26 Development Agency ("LWDA") constituting seventy-five percent (75%) of the Net Settlement
27 Amount.

28 19. "PAGA Payment" shall mean the remaining twenty-five percent (25%) of the Net

1 Settlement Amount to be distributed on a *pro rata* basis based upon the number of Pay Periods
2 worked by each PAGA Member.

3 20. “PAGA Payment Share” shall mean the value of each PAGA Member’s share of the
4 PAGA Payment as provided by this Settlement Agreement.

5 21. “PAGA Notice” shall mean the Notice of Settlement and Approval, a sample of
6 which is attached hereto as **Exhibit A**. The PAGA Notice shall further contain (i) a PAGA
7 Member’s first and last name, (ii) last known address, (iii) last the PAGA Member’s Individual Pay
8 Periods; and (vi) the PAGA Member’s individual share of the PAGA Payment.

9 22. “Effective Date” shall mean the later of the following: (a) if no timely objections are
10 filed or if all objections are withdrawn, the date upon which the Court enters approval of the
11 settlement; (b) if an objection is filed and not withdrawn, the date for filing an appeal and no such
12 appeal being filed; or (c) if any timely appeals are filed, the date of the resolution (or withdrawal) of
13 any such appeal in a way that does not alter the terms of the settlement.

14 23. “Judgment” shall mean the order granting approval of the Settlement, granting
15 approval of the PAGA Notice, and entering judgment by the Superior Court that the Parties
16 anticipate will be entered following a hearing for approval of the Settlement in this Action.

17 24. “Released Parties” or “Defendants” means Paris Baguette America, Inc., Paris
18 Baguette – Bon Doux, Inc., Paris Baguette U.S.A., Inc., and Paris Baguette Family, Inc. as named
19 by Plaintiff’s April 22, 2022, PAGA Letter, and their past, present, and/or future direct and/or
20 indirect officers, directors, members, managers, employees, agents, representatives, attorneys,
21 insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, related
22 companies, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

23 25. “Released Claims” means any and all claims for the recovery of civil penalties,
24 attorneys’ fees and costs permissible under PAGA which Plaintiff and/or the Aggrieved Employees,
25 the state of California, or the Labor Workforce Development Agency (“LWDA”) had, or may claim
26 to have against the Released Parties arising out of the violations alleged in Plaintiff’s April 22,
27 2022, PAGA Notice,, including unpaid straight and overtime wages (including any work off the
28 clock), failure to pay employees all minimum wages and overtime wages owed including by failing

1 to pay all overtime and double time at the correct regular rate of pay, failure to provide compliant
2 meal and rest breaks, failure to pay them all premium wages owed for short, late, or missed meal or
3 rest periods, failure to pay all wages owed at discharge or resignation; failure to timely pay wages
4 within the times permissible under Labor Code section 204; failure to provide complete and
5 accurate wage statements; failure to reimburse necessary business related expenses; violations of
6 Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197,
7 1197.1, 1198, 2800, 2802. This release shall apply to claims arising during the PAGA period.

8 **RECITALS**

9 26. On April 22, 2022, Plaintiff's Counsel, on behalf of Plaintiff and PAGA Members,
10 gave written notice to the LWDA of the Labor Code violations Defendants are alleged to have
11 violated ("PAGA Letter").

12 27. On July 18, 2022, Plaintiff filed a putative representative action Complaint against
13 Defendants alleging a single cause of action for violation of California Labor Code §2699 *et seq.*
14 Private Attorneys General Act ("PAGA"). ("PAGA Action").

15 28. The Parties have engaged in extensive discovery, both formal and informal, and
16 Defendants deposed Plaintiff. The Parties produced voluminous documents and data (including, by
17 Defendants, human resources documents and policies, time records, and payroll data during the
18 PAGA Period) which were reviewed, investigated, and analyzed by Plaintiff's Counsel.

19 29. On July 12, 2024, the Parties participated in a full-day mediation before an
20 experienced employment and class action mediator, David Rotman (the "Mediation"), where the
21 Parties were able to reach an agreement to resolve this matter.

22 30. Throughout the Action, Defendants have denied, and continue to deny, any
23 wrongdoing in regard to the alleged violations.

24 31. The Settlement described in this Settlement Agreement represents a compromise and
25 settlement of highly disputed claims. Nothing in this Settlement is intended or will be construed as
26 an admission by Defendants that Plaintiff's claims in the Action have any merit or that they have
27 any liability to Plaintiff, PAGA Members, or the State on those claims, or as an admission by
28 Plaintiff that Defendants' defenses in Action have any merit. This Settlement is intended to fully,

1 finally, and forever compromise, release, resolve, discharge, and settle the released claims subject to
2 the terms and conditions set forth in this Settlement.

3 32. Based on their own thorough, independent investigation and evaluation of this case,
4 Plaintiff's Counsel is of the opinion that the Settlement of the Action with Defendants for the
5 consideration and on the terms set forth in this Settlement is fair, reasonable, adequate, and in the
6 best interest of PAGA Members in light of all known facts and circumstances, including the risk of
7 significant costs and delay, the defenses asserted by Defendants including the risks of adverse
8 determinations on the merits, and numerous potential appellate issues. Although Defendants
9 contend that they have no liability in the Action, Defense Counsel shares Plaintiff's Counsel's belief
10 that the Settlement represents a fair and adequate settlement given the respective risks associated
11 with the case.

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

13 **PROCEDURE FOR APPROVING SETTLEMENT**

14 34. **Motion for Approval of Settlement by the Superior Court.** Plaintiff will move the
15 Superior Court for an order granting approval of the Settlement and approving the PAGA Notice
16 (attached as **Exhibit A** to this Stipulation) ("Motion for Approval").

17 35. At the hearing on the Motion for Approval, the Parties anticipate that they will
18 jointly appear, support the granting of the Motion for Approval, and obtain an order granting
19 approval of the Settlement, and granting approval of the PAGA Notice.

20 36. Should the Superior Court require any amendments to this Settlement Agreement or
21 the Motion for Approval, the Parties agree to work jointly to resolve any issues in order to secure
22 the Superior Court's approval.

23 37. In the event that the Court does not finally approve the Settlement as provided herein
24 then this Settlement Agreement, and any documents generated to bring it into effect, will be null
25 and void, and the Parties will be returned to their original respective positions. If the Court does not
26 approve the payment of the Net Settlement Amount as described in this Agreement, the Parties
27 agree to meet and confer to address the Court's concerns.

28 38. Upon approval of the Settlement by the Superior Court, the Parties will present for

1 the Superior Court's approval and entry a Proposed Final Order and Judgment. The entry of the
2 Order and Judgment shall permanently bar all PAGA Members from prosecuting against
3 Defendants all Released Claims as set forth in the Release contained in this Settlement Agreement.

4 39. **PAGA Notice.** After the Superior Court enters its order granting approval, every
5 PAGA Member will be provided with the PAGA Notice (in English and Spanish) which will
6 include the PAGA Notice completed to reflect the order granting approval of the Settlement and the
7 PAGA Member's information as follows:

8 (a) Within thirty (30) calendar days after approval of the Settlement, Defendants
9 will provide to the Settlement Administrator the "Aggrieved Employee List" containing the
10 following information for each PAGA Member: (1) full name; (2) last known home address; (3) last
11 known telephone number; (4) social security number; (5) start and end dates of active employment
12 as a non-exempt employee of Defendants in the State of California; (6) total pay periods during the
13 PAGA Period; and (8) any other information required by the Settlement Administrator in order to
14 effectuate the terms of the Settlement. This is a material term of the Settlement, and if Defendants
15 fail to comply, Plaintiff shall have the right to void the Settlement.

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

27 40. **Funding of the Gross Settlement Amount.** Within fourteen (14) calendar days of
28 the Effective Date, Defendants will deposit the Gross Settlement Amount into a Qualified

1 Settlement Fund (“QSF”) to be established by the Settlement Administrator.

2 41. **Payment of PAGA Payment Shares.** The Settlement Administrator shall pay to
3 each PAGA Member his or her PAGA Payment Share by sending a check in the appropriate amount
4 to the PAGA Member at the address indicated in the Aggrieved Employee List. Such payment, with
5 the PAGA Notice, shall be sent by the Settlement Administrator via U.S. Mail within fourteen (14)
6 calendar days of its receipt of the Gross Settlement Amount from Defendants.

7 42. **Uncashed PAGA Payment Share Checks.** Any checks paid to PAGA Members
8 shall be negotiable for one hundred eighty (180) calendar days from the date of their issuance. A
9 PAGA Member must cash his or her PAGA Payment Share check within one hundred eighty (180)
10 calendar days after it is mailed to him or her. If a check remains uncashed after one hundred eighty
11 (180) calendar days from the initial mailing, or if a check is returned to the Settlement
12 Administrator as undeliverable during the one hundred eighty-day period, the Settlement
13 Administrator shall take all reasonable efforts to identify the PAGA Member’s correct address,
14 including the performance of a “skip-trace.” If an updated address can be identified, the Settlement
15 Administrator shall issue another check to the PAGA Member and mail it to the PAGA Member at
16 his or her updated address. If an updated address for the PAGA Member cannot be identified, if a
17 reissued check is once again returned to the Settlement Administrator as undeliverable, or if the
18 reissued check remains uncashed after one hundred eighty (180) calendar days, the Settlement
19 Administrator will keep an accounting of such funds and shall give notice to the Parties of the total
20 balance of uncashed PAGA Payment Shares. A PAGA Member who fails to negotiate or receive
21 their PAGA Payment Share check despite the procedures described above shall nevertheless remain
22 bound by the Settlement and the releases contained herein.

23 43. The funds represented by PAGA Payment Share checks remaining uncashed for
24 more than one hundred eighty (180) calendar days after issuance shall be voided and then shall be
25 transmitted to Legal Aid at Work, formerly known as Legal Aid Society – Employment Law
26 Center. Any interest that has accrued on any funds that are not claimed by PAGA Members shall be
27 distributed in accordance with California Civil Procedure Code § 384, and Counsel for the Parties
28 shall provide the necessary declarations, if any, pursuant to California Civil Procedure Code § 382.4..

1 After the expiration of the 180-calendar day check cashing period, as outlined above, the Settlement
2 Administrator shall begin the process of transferring the funds in accordance with California Code
3 of Civil Procedure §§ 1500-1582 and the timing requirements set forth by the Office of the State
4 Controller. The Parties agree that this disposition results in no “unpaid residue” under California
5 Civil Procedure Code § 384, as the entire Net Settlement Amount will be paid out to the LWDA and
6 PAGA Members, whether or not all PAGA Members cash their settlement checks.

7 **SETTLEMENT TERMS AND CONDITIONS**

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

14 (a) **Number of PAGA Members and Pay Periods.** Defendants shall determine
15 the total number of PAGA Members and the aggregate number of Pay Periods for those PAGA
16 Members during the PAGA Period. This information shall be provided to the Settlement
17 Administrator along with the Aggrieved Employee List as described above.

18 (b) **Calculation of the Pay Period Value.** The Settlement Administrator shall
19 determine the value of a Pay Period (“Pay Period Value”) by taking the PAGA Payment amount
20 (i.e., 25% of the Net Settlement Amount) and dividing it by the sum of all PAGA Members’ Pay
21 Periods.

22 (c) **Calculation of PAGA Payment Shares.** The Settlement Administrator shall
23 assign to each PAGA Member a PAGA Payment Share which shall be equal to the Pay Period
24 Value multiplied by each PAGA Member’s Individual Pay Periods. Upon calculation of the PAGA
25 Members’ PAGA Payment Shares, the Settlement Administrator shall furnish to Plaintiff’s Counsel
26 and Defense Counsel a worksheet containing a list of employee identification numbers for the
27 PAGA Members with their corresponding Individual Pay Periods and PAGA Payment Shares.

28 45. **Taxes and Withholdings.** Each PAGA Payment Share is intended to settle the

1 PAGA Members' claims for civil penalties arising under PAGA. Accordingly, one hundred percent
2 (100%) of each PAGA Payment Share shall represent civil penalties. The PAGA Payment Share
3 shall be paid to the PAGA Member in full without deductions or withholdings, and the Settlement
4 Administrator shall issue an IRS Form 1099 to each PAGA Member for that amount. Each PAGA
5 Member shall be individually responsible for their own share of applicable income tax withholdings
6 and deductions for his or her PAGA Payment Share.

7 **46. Total Payment Amount.** In no event will Defendants be required to pay more than
8 the Gross Settlement Amount for distribution to the Plaintiff, Plaintiff's Counsel, PAGA Members,
9 LWDA, Settlement Administrator, or for any other costs or expenses not otherwise enumerated.

10 **47. Payments to Plaintiff, Plaintiff's Counsel and Others.** Subject to the terms and
11 conditions of this Settlement, the Settlement Administrator will make the following payments out of
12 the Gross Settlement Amount as follows:

13 **(a) To Plaintiff:** In addition to his PAGA Payment Share, Plaintiff will apply to
14 the Superior Court for a Plaintiff's Representative Payment in an amount not to exceed Seven
15 Thousand Five Hundred Dollars and No Cents (\$7,500.00). Defendants will not oppose Plaintiff's
16 Representative Payment. The Settlement Administrator will pay the Plaintiff's Representative
17 Payment approved by the Superior Court out of the Gross Settlement Amount. Payroll tax
18 withholding and deductions will not be taken from the Plaintiff's Representative Payment and an
19 IRS Form 1099 will be issued to Plaintiff for this payment.

20 **(b) To Plaintiff's Counsel:** Plaintiff's Counsel will apply to the Superior Court
21 for the Plaintiff's Counsel Fees Payment in an amount not to exceed Ninety-Seven Thousand One
22 Hundred and Twenty-Five Dollars and No Cents (\$97,125.00), or thirty-five percent (35%) of the
23 Gross Settlement Amount. Plaintiff's Counsel will also submit to the Superior Court a
24 memorandum of costs for the Plaintiff's Counsel Litigation Costs Payment in an amount not to
25 exceed Twenty-Five Thousand Dollars and No Cents (\$25,000.00) as requested reasonable costs
26 incurred in the Action to be paid from the Gross Settlement Amount. Defendants will not oppose
27 these requests. The costs and fees provided under the Settlement Agreement and approved by the
28 Court shall be the total costs and attorneys' fees recoverable in the Action. Plaintiff's Counsel shall

1 not seek additional costs or fees arising from the litigation of the Action. The Settlement
2 Administrator will pay the amounts approved by the Superior Court out of the Gross Settlement
3 Amount. Withholding and deductions will not be taken from the Plaintiff's Counsel Fees Payment
4 or Plaintiff's Counsel Litigation Costs Payment and one or more IRS Forms 1099 will be issued to
5 Plaintiff's Counsel with respect to those payments.

6 (c) **To the Settlement Administrator:** The Settlement Administrator will be
7 paid from the Gross Settlement Amount its reasonable fees and expenses as approved by
8 the Superior Court, which are estimated to be Nine Thousand Nine Hundred and Fifty Dollars
9 and No Cents (\$9,950.00).

10 (d) **Distribution of the Net Settlement Amount:** As part of their Motion for
11 Approval, the Parties will jointly apply to the Superior Court to approve the distribution of the Net
12 Settlement Amount to the LWDA and PAGA Members. Seventy-five percent (75%) of the Net
13 Settlement Amount shall be distributed to the LWDA ("LWDA Payment"). The remaining 25% of
14 the Net Settlement Amount shall be distributed to the PAGA Members on a *pro rata* basis based
15 upon the number of pay periods worked by each PAGA Member ("PAGA Payment").

16 48. **Appointment of Settlement Administrator.** The Parties will ask the Superior Court
17 to appoint Phoenix Settlement Administrators, a qualified and experienced administrator based in
18 California where the Action is venued, to serve as the Settlement Administrator, which, as a
19 condition of appointment, will agree to be bound by this Settlement Agreement with respect to the
20 performance of its duties and its compensation. The Settlement Administrator's duties will include
21 (i) calculating PAGA Payment Shares; (ii) preparing, translating, printing, and mailing the PAGA
22 Notice to all PAGA Members; (iii) using reasonable measures to contact all PAGA Members,
23 including conducting a National Change of Address search on all PAGA Members before mailing
24 the PAGA Notice to each PAGA Member's address; (iv) re-mailing the PAGA Notice to the PAGA
25 Member's new address for those PAGA Members whose address had changed; (v) setting up a toll-
26 free telephone number to receive calls from PAGA Members; (vi) issuing the checks to effectuate
27 the payments due under the Settlement; (vii) using reasonable measures to deliver issued checks to
28 PAGA Members, including use of a "skip-trace" for undeliverable checks; and (viii) otherwise

1 administering the Settlement pursuant to this Settlement Agreement. The Settlement Administrator
2 will have the final authority to resolve all disputes concerning the calculation of a PAGA Member's
3 PAGA Payment Share, subject to the terms set forth in this Settlement Agreement. The Settlement
4 Administrator's reasonable fees and expenses are estimated to be Nine Thousand Nine Hundred and
5 Fifty Dollars and No Cents (\$9,950.00) and will be paid out of the Gross Settlement Amount, as set
6 forth herein, subject to Court approval.

7
8 **RELEASE OF CLAIMS**

9 49. **Released Claims.** Upon the Effective Date, PAGA Members, without the need to
10 manually sign a release document, in exchange for the consideration recited in this Settlement
11 Agreement, on behalf of himself or herself, shall and does hereby fully and finally release
12 Defendants as named by Plaintiff in the April 22, 2022, PAGA Letter, and the Released Parties, from
13 any and all claims for the recovery for civil penalties, attorneys' fees and costs permissible under
14 PAGA which Plaintiff and/or the PAGA Members had, or may claim to have, against Defendants
15 and the Released Parties, arising out of the violations alleged in the Action, including unpaid
16 straight and overtime wages (including any work off-the-clock), failure to pay employees all
17 minimum wages and overtime wages owed including by failing to pay all overtime and double
18 time at the correct regular rate of pay, failure to provide compliant meal and rest breaks,
19 failure to pay them all premium wages owed for short, late or missed meal and rest periods,
20 failure to pay all wages owed at discharge or resignation; failure to timely pay wages within the
21 times permissible under Labor Code section 204; failure to provide complete and accurate wage
22 statements; failure to reimburse necessary business-related expenses and internet service;
23 violations of Labor Code Sections 201, 202, 203, 204, 226(a), 226.2, 226.3, 226.7, 510, 512(a),
24 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 (the "Released Claims").
25 Following the funding of the Gross Settlement Amount, all PAGA Members will release the
26 Released Parties from the Released Claims that accrued during the PAGA Period. PAGA
27 Members cannot opt out of or object to the Release. The State of California and the LWDA will
28 also release Released Parties from the Released Claims that accrued during the PAGA Period.

50. The Released Claims expressly exclude all claims made by PAGA Members for

1 individual wage claims, vested benefits, wrongful termination, unemployment insurance, disability,
2 social security, workers' compensation, claims while classified as exempt, and claims outside of the
3 PAGA Period.

4 **51. Plaintiff's General Release of Claims.** Upon the Effective Date, in exchange for the
5 consideration set forth in this Settlement Agreement, Plaintiff will agree to the additional following
6 General Release: In consideration of Defendants' promises and agreements as set forth herein,
7 Plaintiff hereby releases all claims related to his employment or alleged employment with the
8 Defendants or the Released Parties including all claims alleged in the Action, and all claims known
9 and unknown, without exception, except as may be prohibited by law.

10 **52. Plaintiff's Waiver of California Civil Code § 1542.** Upon the funding of the Gross
11 Settlement Amount, in exchange for the consideration set forth in this Settlement Agreement,
12 Plaintiff also agrees to expressly waive the provisions of California Civil Code § 1542, which
13 provides as follows:

14
15 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
16 WHICH THE CREDITOR OR RELEASING PARTY DOES NOT
17 KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT
18 THE TIME OF EXECUTING THE RELEASE AND THAT, IF
19 KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY
20 AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR
21 OR RELEASED PARTY.

22 Plaintiff's general release and waiver of California Civil Code §1542 shall cover the time
23 period from the start of his employment with Defendants up to the Effective Date. This release
24 general release and waiver of California Civil Code §1542 by Plaintiff is not intended to release any
25 claims that cannot be waived or released as a matter of law, including specifically, without
26 limitation, any claim under the California workers' compensation statute.

27 **MISCELLANEOUS PROVISIONS**

28 **53. Effect on Other Benefit Plans.** The payment of PAGA Payment Shares made to
PAGA Members under this Settlement will not be used to calculate any additional benefits under
any benefit plans to which any PAGA Member may be eligible, including, but not limited to profit-
sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans,

1 PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement
2 Agreement will not affect any rights, contributions, or amounts to which any PAGA Member may
3 be entitled under any benefit plans.

4 **54. No Prior Assignments.** The Parties and their counsel represent, covenant, and
5 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to
6 assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand,
7 action, cause of action or right herein released and discharged.

8 **55. Continued Jurisdiction.** After entry of the Judgment, the Superior Court will have
9 continuing jurisdiction over the Action and the Settlement solely for purposes of addressing: (i) the
10 interpretation and enforcement of the terms of the Settlement, (ii) settlement administration matters,
11 and (iii) such post-dismissal matters as may be appropriate under court rules or as set forth in this
12 Settlement.

13 **56. Stay of Litigation.** The Parties agree that upon the signing of this Agreement, the
14 continuing litigation of this action shall be stayed absent any filings necessary to obtain approval of
15 the settlement and the time to bring this action to trial shall be extended pending the outcome of the
16 settlement process.

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

23 **58. Amendment or Modification of Agreement.** This Settlement Agreement may be
24 amended or modified only by a written instrument signed by counsel for all Parties or their
25 successors-in-interest and approved by the Court.

26 **59. Waiver of Certain Appeals.** The Parties agree to waive appeals; except, that either
27 Party may appeal any court order that materially modifies the Settlement Agreement's terms.

28 **60. Authorization to Enter into Settlement Agreement.** Counsel for all Parties warrant

1 and represent they are expressly authorized by the Parties whom they represent to negotiate this
2 Settlement Agreement and to take all appropriate action required or permitted to be taken by such
3 Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other
4 documents required to effectuate the terms of this Settlement Agreement. The Parties and their
5 counsel will cooperate with each other and use their best efforts to affect the implementation of the
6 Settlement. If the Parties are unable to reach agreement on the form or content of any document
7 needed to implement the Settlement, or on any supplemental provisions that may become necessary
8 to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve
9 such disagreement.

10 **61. Settlement Binding on Successors and Assigns.** This Settlement Agreement will be
11 binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as
12 previously defined.

13 **62. California Law Governs.** All terms and conditions of this Settlement and its
14 exhibits will be governed by and interpreted according to the laws of the State of California.

15 **63. Execution and Counterparts.** This Settlement Agreement is subject only to the
16 execution of all Parties. However, the Settlement Agreement may be executed in one or more
17 counterparts. All executed counterparts and each of them, including facsimile and scanned copies of
18 the signature page, will be deemed to be one and the same instrument provided that counsel for the
19 Parties will exchange among themselves original signed counterparts.

20 **64. Acknowledgement that the Settlement is Fair and Reasonable.** The Parties and
21 their respective counsel believe and warrant that this Settlement is a fair, reasonable, and adequate
22 settlement of the Action and have arrived at this Settlement after arms-length negotiations by
23 experienced counsel, taking into account all relevant factors, current and potential.

24 **65. Invalidity of Any Provision.** Before declaring any provision of this Agreement
25 invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible
26 consistent with applicable precedents so as to define all provisions of this Agreement valid and
27 enforceable.

28 **66. Captions.** The captions of any section or paragraph of this Agreement are inserted

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

3 67. **Waiver.** No waiver of any condition or covenant contained in this Settlement
4 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to
5 imply or constitute a further waiver by such party of the same or any other condition, covenant,
6 right or remedy.

7 68. **Enforcement Action.** In the event that one or more of the Parties institutes any legal
8 action or other proceeding against any other Party or Parties arising out of that other Party's or
9 Parties' breach of this Agreement, the successful Party or Parties will be entitled to recover from the
10 unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees
11 incurred in connection with any enforcement actions.

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

17 70. **Representation by Counsel.** The Parties acknowledge that they have been
18 represented by counsel throughout all negotiations that preceded the execution of this Agreement,
19 and that this Agreement has been executed with the consent and advice of counsel and reviewed in
20 full. The Parties further acknowledge that they have had an opportunity to consult with their counsel
21 regarding the fairness and reasonableness of this Settlement.

22 71. **Cooperation and Execution of Necessary Documents.** The Parties will cooperate
23 in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of
24 this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of
25 any document needed to implement the Settlement, or on any supplemental provisions that may
26 become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of
27 the Court to resolve such disagreement.

28 72. **Voluntary Agreement.** The Parties acknowledge that they have entered into this

1 Settlement Agreement voluntarily, on the basis of their own judgment and without coercion, duress,
2 or undue influence of any Party, and not in reliance on any promises, representations, or statements
3 made by the other Parties other than those contained in this Settlement Agreement. Each of the
4 Parties hereto expressly waives any right she/they might ever have to claim that this Settlement
5 Agreement was in any way induced by fraud.

6 **73. Binding Agreement.** The Parties warrant that they understand and have full
7 authority to enter into this Settlement, and further intend that this Settlement Agreement will be
8 fully enforceable and binding on all Parties and agree that it will be admissible and subject to
9 disclosure in any proceeding to enforce its terms.

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

24 **75. Neutral Employment Reference:** In the event that any potential or future employers
25 of Plaintiff request a reference regarding Defendants' employment of Plaintiff, Defendants shall
26 only provide Plaintiff's dates of employment, job titles during employment, and final rate of pay.
27 Defendants shall not refer to the Action or this Settlement.

28 **76. Assignment.** None of the rights, commitments, or obligations recognized under this

sole benefit of the Parties under this Agreement and shall not be construed to confer any right or to avail any remedy to any other person.

77. **Counterparts.** This Agreement, and any amendments hereto, may be executed in any number of counterparts and any Party and/or their respective counsel hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts. A facsimile, scanned or digital signature, including but not limited to DocuSign shall be treated as an original signature for all purposes.

APPROVED AS TO FORM AND CONTENT:

PLAINTIFF MICHAEL CORBIN

DATED: 1/31/2025

DocuSigned by:
Michael Corbin

**DEFENDANT PARIS BAGUETTE
AMERICA, INC.**

DATED: _____

By: _____

Its: _____

**DEFENDANT PARIS BAGUETTE – BON
DOUX, INC.**

DATED: _____

By: _____

Its: _____

1 Agreement may be assigned by any Party, PAGA Member, Plaintiff's Counsel, or Defendants'
2 Counsel without the express written consent of each other Party and their respective counsel hereto.
3 The representations, warranties, covenants, and agreements contained in this Agreement are for the
4 sole benefit of the Parties under this Agreement and shall not be construed to confer any right or to
5 avail any remedy to any other person.

6 77. **Counterparts.** This Agreement, and any amendments hereto, may be executed in
7 any number of counterparts and any Party and/or their respective counsel hereto may execute any
8 such counterpart, each of which when executed and delivered shall be deemed to be an original and
9 all of which counterparts taken together shall constitute but one and the same instrument. It shall
10 not be necessary in making proof of this Agreement or any counterpart hereof to produce or account
11 for any of the other counterparts. A facsimile, scanned or digital signature, including but not limited
12 to DocuSign shall be treated as an original signature for all purposes.

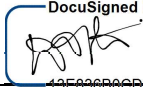
13
14 APPROVED AS TO FORM AND CONTENT:

15
16 **PLAINTIFF MICHAEL CORBIN**

17
18 DATED: _____

19
20 **DEFENDANT PARIS BAGUETTE**
21 **AMERICA, INC.**

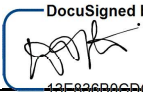
22 DATED: 1/30/2025
23 _____

24 By:  _____
25 Its: CEO
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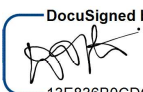
**DEFENDANT PARIS BAGUETTE – BON
DOUX, INC.**

DATED: 1/30/2025

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By: 
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Its: CEO

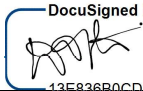
**DEFENDANT PARIS BAGUETTE U.S.A.,
INC.**

DATED: 1/30/2025

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By: 
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Its: CEO

**DEFENDANT PARIS BAGUETTE FAMILY,
INC.**

DATED: 1/30/2025

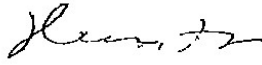
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By: 
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Its: CEO

APPROVED AS TO FORM ONLY:

1 DATED: 1/31/2025

PROTECTION LAW GROUP LLP

2
3 By:



Heather Davis, Esq.
Susan Huerta, Esq.
Brendan J. Burton, Esq.
Shadi Sahebghalam, Esq.
Attorney for Plaintiff
MICHAEL CORBIN

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8 DATED: 1/31/2025

FOLEY & LARDNER LLP

9
10
11 By:



Krista Cabrera, Esq.
Kevin Jackson, Esq.
Sara Alexis Levine Abarbanel, Esq.
Attorneys for Defendants
Attorneys for Defendants PARIS BAGUETTE
AMERICA, INC., PARIS BAGUETTE – BON
DOUX, INC., PARIS BAGUETTE U.S.A., INC.,
and PARIS BAGUETTE FAMILY, INC.