

JOINT STIPULATION OF PAGA SETTLEMENT

IT IS HEREBY STIPULATED AND AGREED by and between Plaintiff Janae Brown and Plaintiff Ashton Mitchell (together, the “Plaintiffs”), for themselves and on behalf of the State of California and all PAGA Settlement Members, on the one hand, and Defendant Blazin Wings, Inc., and Defendant Buffalo Wild Wings, Inc. (collectively, “Defendants”), on the other (collectively, the “Parties”), subject to the approval of the Court in accordance with California Labor Code § 2699(1)(2), that the settlement of pending civil actions between the Parties shall be effectuated in accordance with the terms and conditions stated herein.

The Parties agree that the Actions (defined in Section I) shall be settled, resolved, and concluded without any admission of fault or liability for the consideration set forth herein, including, but not limited to, a release of claims by Plaintiffs and PAGA Settlement Members.

I. DEFINITIONS

Unless otherwise defined herein, the following terms used in this Agreement shall have the meanings ascribed to them as set forth below:

- (a) “Actions” means the civil action captioned *Brown v. Blazin Wings, Inc.*, pending in the Superior Court of California in the County of Los Angeles, Case No. BC620185 (“*Brown*”), and the civil action captioned *Mitchell v. Blazin’ Wings, Inc., et al.*, pending in the Superior Court of California in the County of Los Angeles, Case No. BC654118 (“*Mitchell*”), which the Parties agree to consolidate for settlement approval purposes.
- (b) “Agreement” or “Settlement” means this Joint Stipulation of PAGA Settlement.
- (c) “Approval Date” means the date the Court grants approval of this Agreement and dismisses both Actions with prejudice by signing and filing the Final Order.
- (d) “Complaint” means the amended complaint that will be filed in *Brown* in connection with the application for approval of this Agreement, whether by separate stipulation or otherwise in furtherance of the terms herein, which will encompass the PAGA claims to be released under this Agreement and be deemed filed as part of the entry of the Final Order.
- (e) “Court” means the Superior Court for the State of California, County of Los Angeles.
- (f) “Defendants” mean the Defendant Blazin Wings, Inc. and Defendant Buffalo Wild Wings, Inc.
- (g) “Defense Counsel” or “Counsel for Defendants” means:

LITTLER MENDELSON, PC
STACEY E. JAMES, Bar No. 185651
sjames@littler@com
KHATEREH S. FAHIMI, Bar No. 252152
sfahimi@littler.com
501 W. Broadway, Suite 900
San Diego, CA 92101

Telephone: 619.232.0441
Facsimile: 619.232.4302

- (h) “Effective Date” means the date by which all of the following have occurred:
- (1) the Court has approved the Settlement;
 - (2) the Court has entered the Final Order; and
 - (3) the time for all appeals has passed, i.e., (i) the day after the last date by which a notice of appeal to the applicable Court of Appeal of the order approving this Agreement may be timely filed (i.e., 61 days from entry), and none is filed; (ii) if an appeal is filed, and the appeal is finally disposed of by ruling, dismissal, denial, or otherwise, the day after the last date for filing a request for further review of the order approving this Agreement passes, and no further review is requested; or (iii) if an appeal is filed and there is a final disposition by ruling, dismissal, denial, or otherwise by the Court of Appeal, and further review of the order approving this Agreement is requested, the day after the review is finally dismissed or denied with prejudice and/or no further review of the order can be requested.
- (i) “Final Order” means the final order entered in the Actions in accordance with the terms herein, wherein the Court adopts and approves this Agreement (and the terms described herein) under the specific terms requested and dismisses the case with prejudice. The Court may retain jurisdiction over the enforcement, implementation, construction, administration, and interpretation of the Agreement.
- (j) “Gross Settlement Amount” means One Million One Hundred Thousand Dollars and Zero Cents (\$1,100,000.00) to be paid by Defendants, with no reversion to Defendants, as set forth in this Agreement to fully and finally settle, resolve, and conclude the Actions.
- (k) “LWDA” means the State of California Labor and Workforce Development Agency.
- (l) “Named Plaintiffs” or “Plaintiffs” means Janae Brown and Ashton Mitchell.
- (m) “PAGA” means the Private Attorneys General Act of 2004, codified at California Labor Code § 2698, *et seq.*
- (n) “PAGA Claims” means any claims for civil penalties that were actually alleged or that could have been alleged against the Released Parties based on the facts stated in the original, amended, and/or operative complaint(s) or notices to the LWDA, including PAGA claims for alleged violations of California Labor Code §§ 201-204, 210, 218.6, 223, 226, 226.3, 226.7, 218.5, 246, 256, 351, 510, 512, 516, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1195, 1197, 1197.1, 1198, 1199, 2698-2699, 2802, 2810.5, and for any and all claims for civil penalties that arose during the PAGA Period related to the following: (1) any claims for unpaid compensation or compensation at the incorrect rate (including but not limited to overtime pay, double time pay, minimum wage, regular wages, tip wages, or sick leave) whether contractual or statutory; (2) any claims for failure to provide meal periods in accordance with the California Labor Code and/or applicable Wage Orders,

including any claims regarding failure to pay premium pay at the correct rate; (3) any claim for failure to authorize or permit rest periods in accordance with the applicable California Wage Orders or Labor Code, including any claims regarding failure to pay premium pay at the correct rate; (4) any claim for failure to provide reimbursements for business related expenses; (5) any claim for failure to pay wages timely or to pay waiting time penalties; and (6) any claim for failure to provide all information required to be on wage statements or to maintain records required by the California Labor Code.

- (o) “PAGA Employee Payment” means the portion of the Gross Settlement Amount that shall be paid to each PAGA Settlement Member without a claims process requirement and in accordance with the terms of this Agreement.
- (p) “PAGA Period” means any time between May 11, 2015, through the date this Agreement is approved and all claims are dismissed with prejudice, or March 31, 2020, whichever is sooner.
- (q) “PAGA Settlement Members” means all non-exempt employees employed by Defendants in California during the PAGA Period.
- (r) “Plaintiffs’ Counsel” means the following collectively:

AEGIS LAW FIRM, PC

Samuel A. Wong (SBN 217104)
Kashif Haque (SBN 218672)
Jessica L. Campbell (SBN 280626)
Simon Kwak (SBN 297362)
9811 Irvine Center Drive, Suite 100
Irvine, California 92618
Telephone: (949) 379-9250
Facsimile: (949) 379-6251

MAHONEY LAW GROUP, APC

Kevin Mahoney (SBN 235367)
Katherine J. Odenbreit (SBN 184619)
Atoy H. Wilson (SBN 305259)
249 E. Ocean Blvd., Ste. 814
Long Beach, California 90802
Telephone: (562) 590-5550
Facsimile: (562) 590-8400

- (s) “Plaintiffs’ Enhancement Awards” means a total of Twenty Thousand Dollars and Zero Cents (\$20,000.00) from which Plaintiffs will be paid equal amounts (i.e., \$10,000.00 each) in recognition for the time spent and services provided in connection with the Actions and in exchange for a general release of claims described in Section IV(A), below. Plaintiffs’ Enhancement Awards will be payable and deducted from the Gross Settlement Amount.
- (t) “Released Parties” means Defendant Blazin Wings, Inc. and Defendant Buffalo Wild Wings, Inc., and its past and present officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, and its respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys, including but not limited to Inspire Brands, Inc. (parent company of Defendants), and

BWW Resources, LLC (new employer to whom all California employees of Defendants were transferred as of January 2020).

II. APPROVAL AND IMPLEMENTATION OF SETTLEMENT

A. Cooperation

The Parties will cooperate in seeking approval of the terms described in this Agreement. The Parties further agree to fully cooperate in the drafting and/or filing of any further documents or filings reasonably necessary to be prepared or filed, including responding to challenges by any third parties, and shall take all steps that may be requested by the Court relating to the approval and implementation of this Agreement.

B. Court Approval

Because the Actions allege claims arising under PAGA, this Agreement requires approval by the Court. *See* Cal. Lab. Code § 2699(1)(2). This Agreement is expressly contingent upon the Court's approval of this Agreement and the terms and material conditions herein (including, but not limited to, issuance of the Final Order in a form agreed to by the Parties and entry of the Final Order in accordance therewith).

The Parties agree to consolidate the Actions solely for purposes of seeking approval of the Settlement, and Plaintiffs will jointly file a single motion or application for an order approving this Agreement. In connection with the request for approval, Plaintiffs will file the Complaint, which will amend the operative complaint to include the PAGA Claims that will be released pursuant to this Agreement. The draft of the Complaint shall be approved by the Parties prior to their filing.

If the Court does not grant the request for approval and enter the Final Order under the specific terms requested, the Parties agree to meet and confer to address the Court's concerns and determine whether resolution of the Actions can be obtained in a manner consistent with the Court's concerns. If for any reason, the settlement is not approved, Plaintiffs will agree to withdraw the Complaint filed in connection with this settlement.

C. Gross Settlement Amount Payment Procedures

1. Gross Settlement Amount

Defendants agree to pay the Gross Settlement Amount in exchange for the releases, obligations, and promises set forth in this Agreement (and subject to the terms and conditions herein). If the Court approves an allocation less than the amounts provided under subsections (1) through (3), below, the difference between the requested amounts and approved amounts will revert to the PAGA Penalty Fund. Defendants will not oppose the following allocation of the Gross Settlement Amount:

(a) *Attorneys' Fees and Costs*

Plaintiffs' Counsel may apply to the Court for an award of attorneys' fees of up to one-third (1/3) of the Gross Settlement Amount ("Fee Amount") or Three Hundred Sixty-Seven Thousand dollars

(\$367,000.00) and up to Forty Thousand dollars (\$40,000.00) in costs (“Litigation Costs”) pursuant to PAGA, which provides for the recovery of attorneys’ fees and costs.

(b) *Enhancement Awards*

Plaintiffs may apply for equal awards of up to Ten Thousand Dollars and Zero Cents (\$10,000.00), each, for Plaintiffs’ Enhancement Awards to be paid from the Gross Settlement Amount.

(c) *Settlement Administration Costs*

All expenses associated with the administration of the Settlement shall be paid from the Gross Settlement Amount, but shall not exceed Forty-Six Thousand dollars (\$46,000.00) (“Administration Costs”). The Parties agree to retain ILYM Group, Inc. (“Settlement Administrator”) to administer the Settlement.

(d) *PAGA Penalty Fund*

The total sum available for distribution of PAGA penalties (“PAGA Penalty Fund”) shall be calculated by deducting the court approved amount for Attorney’s Fees and Costs, Plaintiffs’ Enhancement Awards, and Settlement Administration Costs from the Gross Settlement Amount (this will yield the “PAGA Penalty Fund”). Seventy-five percent (75%) of the PAGA Penalty Fund shall be distributed to the LWDA (“LWDA Payment”) and the remaining twenty-five percent (25%) shall be distributed to the PAGA Settlement Members on a pro rata basis.

The amount of each PAGA Settlement Member’s PAGA Employee Payment shall be calculated based on a formula that takes into account the number of pay periods that he or she was employed by Defendants during the PAGA Period (“Qualifying Pay Periods”). The amount remaining after allocating the LWDA Payment from the PAGA Penalty Fund (i.e., 25% of the PAGA Penalty Fund) will first be divided by the total number of Qualifying Pay Periods for all PAGA Settlement Members during the PAGA Period to calculate the “Pay Period Multiplier”. Then, each PAGA Settlement Member’s number of Qualifying Pay Periods will be multiplied by the Pay Period Multiplier to calculate the PAGA Employee Payment.

2. Pro-Rata Increase to Gross Settlement Amount

The Gross Settlement Amount was negotiated based on an estimated 22,000 PAGA Settlement Members. If the actual number of PAGA Settlement Members during the PAGA Period exceeds 22,000 by more than 5%, then the Gross Settlement Amount will increase by \$50 for each additional PAGA Settlement Member beyond the above 22,000 individuals. In the event of a pro rata increase to the Gross Settlement Amount, all amounts calculated and/or estimated based on the original Gross Settlement Amount of \$1,100,000.00, including the amounts set forth in Section II(C)(1) (but excluding Plaintiffs’ Enhancement Awards), shall be recalculated and incorporated in this Agreement by operation of this Agreement alone. Plaintiffs may, but will not have an obligation to, request that Defendants execute an addendum to this Agreement solely to reflect the revised amounts without affecting the enforceability of this Agreement.

///

3. Funding and Distribution Process

Within thirty (30) days after the Effective Date, Defendants will remit payment of the Gross Settlement Amount to the Settlement Administrator.

Within thirty (30) days after the Effective Date, Defendants shall also provide the Settlement Administrator with a list of PAGA Settlement Members and their names, employee identification numbers, social security number, last known mailing addresses, and number of Qualifying Pay Periods and/or dates of employment. The contact information is being provided confidentially to the Settlement Administrator only, and the Settlement Administrator shall treat the information as private and confidential and take all necessary precautions to maintain the confidentiality of contact information of the PAGA Settlement Members. This information is to be used only to carry out the Settlement Administrator's duties as specified in this Settlement.

Within ten (10) business days of receipt of the Gross Settlement Amount, the Settlement Administrator will disburse PAGA Employee Payments via U.S. Mail to each PAGA Settlement Member to the last known physical address on file with Defendants in its regularly maintained records. Prior to this disbursement, the Settlement Administrator shall run a skip trace for every separated PAGA Settlement Member. The Settlement Administrator shall include a letter, an example of which is attached as Exhibit A to this Agreement and subject to Court approval, along with the PAGA Employee Payments. The mailing procedures described in this paragraph shall be conclusive evidence of payment of the PAGA Employee Payments and shall satisfy any and all due process requirements. All PAGA Employee Payments that are not claimed within 180 days of mailing shall be sent to the Unclaimed Property Fund maintained by the California State Controller's Office with an identification of the amount of unclaimed funds attributable to each PAGA Settlement Member.

Within ten (10) business days of receipt of the Gross Settlement Amount, the Settlement Administrator shall send a check for the LWDA Payment to the LWDA.

Within ten (10) business days of receipt of the Gross Settlement Amount, the Settlement Administrator will disburse from the Gross Settlement Amount by either check or wire transfer the following: (1) the Fee Amount to Plaintiffs' Counsel with sixty-five percent (65%) payable to Mahoney Law Group, APC, and thirty-five percent (35%) payable to Aegis Law Firm, PC; (2) Litigation Costs to Plaintiffs' Counsel in accordance with actual expenses incurred; and (3) Plaintiffs' respective share of Plaintiffs' Enhancement Awards payable by check, in their names, and delivered to their respective counsel's office.

4. No Additional Contribution by Defendants

Except as provided in Section II(C)(2), Defendants' monetary obligation under this Agreement is limited to the Gross Settlement Amount to fully and finally settle and resolve the Actions. Notwithstanding the above, in the event that this Agreement is voided or nullified, in whole or in part, however it may occur, or the Settlement of the Actions is barred by operation of law, or invalidated, or ordered not to be carried out by a Court of competent jurisdiction, Defendants will cease to have any obligation to pay any portion of the Gross Settlement Amount to anyone under the terms of this Agreement.

5. Characterization of Settlement Payments

The PAGA Employee Payments constitute payment for penalties, shall be reported on an IRS Form 1099 (to the extent required by law), and will not be subject to local, state or federal tax withholdings.

Plaintiffs' Service Award will be allocated 50% for penalties and interest subject to a Form 1099, and 50% to unpaid wages, subject to a Form W2.

The Settlement Administrator, and not Defendants, will issue the appropriate tax forms for all payments issued under this Settlement.

Plaintiffs and each PAGA Settlement Member will be responsible for paying all applicable state, local, and federal income taxes on all amounts received pursuant to this Settlement, and they shall not seek any indemnification from the Released Parties in this regard.

Plaintiffs' Counsel and Defendants' Counsel do not intend this Settlement Agreement to constitute legal or tax advice regarding any federal, state or local tax issue. To the extent that this Settlement Agreement, or any of its Exhibits, are interpreted to contain or constitute advice regarding any federal, state or local tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding any tax liability or penalties. The tax issues for Plaintiffs and each PAGA Settlement Employee are unique to him or her, and Plaintiffs and each PAGA Settlement Employee are advised to obtain tax advice from their own tax advisor with respect to any payments resulting from this Settlement.

III. RELEASE AND AGREEMENTS BY PLAINTIFFS

A. Release.

As of the Effective Date, Plaintiffs agree to forever release, absolve and discharge Released Parties and Released Parties' officers, agents, directors, supervisors, employees, former employees, representatives, attorneys, divisions, subsidiaries, parents, affiliates, partners, limited partners and successors, and all persons acting by, through, under, or in concert with any of them from any and all claims, demands, liens, agreements, contracts, covenants, actions, suits, causes of action, grievances, wages, vacation payments, severance payments, obligations, commissions, overtime payments, meal and rest period premiums, debts, profit sharing claims, expenses, damages, judgments, orders and liabilities of whatever kind or nature in state or federal law, equity or otherwise, whether known or unknown to Plaintiffs, which Plaintiffs' now owns or holds or has at any time owned or held as against the Released Parties, or any of them, including specifically but not exclusively and without limiting the generality of the foregoing, any and all Claims known or unknown, suspected or unsuspected: (1) arising out of or related to Plaintiffs' employment with Defendants or termination of that employment; or (2) arising out of or in any way connected with any claim, loss, damage or injury whatsoever, known or unknown, suspected or unsuspected, resulting from any act or omission by or on the part of the Released Parties, or any of them, committed or omitted on or before the date the Settlement Agreement is executed by Plaintiffs. This release includes all Claims arising under any and all laws, statutes, orders, regulations, or any other claim of right(s), including without limitation, any claim under the laws of the United States of America and the State of California, including but not limited to the California Constitution, the

California Labor Code (including, but not limited to, Labor Code sections 500 through 558), the Private Attorneys' General Act, and the Industrial Welfare Commission Wage Orders. Plaintiffs also specifically agrees and acknowledges Plaintiffs are waiving any right to recovery based on state or federal age, sex, race, color, national origin, marital status, religion, veteran status, disability, sexual orientation, medical condition or other anti-discrimination laws, including, without limitation, Title VII of the Civil Rights Act of 1964, the Equal Pay Act, the Americans with Disabilities Act, the Employee Retirement Income Security Act, the Worker Adjustment and Retraining Notification Act, the California Fair Employment and Housing Act (Cal. Government Code § 12900, et seq.), the California Family Rights Act (Cal. Government Code § 12945.1, et seq.), and all other state laws and local ordinances, all as amended, whether such claim be based upon an action filed by Plaintiffs or by a governmental agency. Notwithstanding the foregoing, Plaintiffs do not release any claim that cannot be released by private agreement.

It is the intention of the both the Plaintiffs and Defendants in executing this instrument that it will be effective as a bar to each and every Claim specified in the Settlement Agreement. In furtherance of this intention, Plaintiffs hereby expressly waive any and all rights and benefits conferred upon Plaintiffs by the provisions of Section 1542 of the California Civil Code, and expressly consents that the Settlement Agreement will be given full force and effect according to each and all of its express terms and provisions, including those relating to unknown and unsuspected Claims, if any, as well as those relating to any other Claims hereinabove specified. Section 1542 provides:

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

Having been so apprised, Plaintiffs nevertheless hereby voluntarily elect to and do waive the rights described in Civil Code Section 1542, and elects to assume all risks for Claims that now exist in his favor, known or unknown

Nothing in this Agreement is intended to waive claims that may arise after Plaintiffs sign this Agreement or which cannot be released by private agreement. In addition, nothing in this Agreement including but not limited to the indemnification, release of claims, confidentiality, non-disparagement, voluntary assistance, and covenant not to sue provisions, (1) shall be construed to prevent the disclosure of factual information related to any acts of sexual assault, sexual harassment, workplace harassment or discrimination based on sex, failure to prevent an act of workplace harassment or discrimination based on sex, or act of retaliation against a person for reporting harassment or discrimination related to the Lawsuit or waives Plaintiffs' right to testify in an administrative, legislative, or judicial proceeding concerning alleged criminal conduct or alleged sexual harassment on the part of the Defendants, or on the part of the agents or employees of the Defendants, when Plaintiffs have been required or requested to attend such a proceeding pursuant to a court order, subpoena, or written request from an administrative agency or the legislature, (2) prevents Plaintiffs from communicating with, filing a charge or complaint with, or from participating in an investigation or proceeding conducted by the Equal Employment Opportunity Commission, National Labor Relations Board, the Securities and Exchange

Commission, or any other any federal, state or local agency charged with the enforcement of any laws, including providing documents or any other information, or (3) limits Plaintiffs from exercising rights under Section 7 of the NLRA to engage in protected, concerted activity with other employees, although by signing this Agreement Plaintiffs are waiving rights to individual relief (including backpay, frontpay, reinstatement or other legal or equitable relief) in any charge, complaint, or lawsuit or other proceeding brought by Plaintiffs or on Plaintiffs' behalf by any third party, except for any right Plaintiffs may have to receive a payment or an award from a government agency (and not the Defendants) for information provided to the government agency or otherwise where prohibited.

B. Non-Disparagement.

Plaintiffs agree that they will not in any way disparage the name or reputation of Defendants, including not making: (i) any derogatory or negative remarks about Defendants; (ii) any negative or derogatory remarks about the Released Parties; (iii) any remarks about any disputes Plaintiffs have had with Defendants or Released Parties; and (iv) any reference to Defendants or the Released Parties, or any of them, on any internet website or through any other social media source. The foregoing shall not preclude Plaintiffs from testifying truthfully in response to a legally imposed subpoena. Plaintiffs agree that, in the event of any breach of this provision, it would be impractical or extremely difficult to fix actual damages. Therefore, Plaintiffs agree that, in the event of any proven breach of this Paragraph, the violating Plaintiff shall pay to Defendants, as liquidated damages and not as a penalty, the sum of five percent (5%) of the settlement proceeds paid to that Plaintiff, per proven breach, which amount represents reasonable compensation for the loss incurred because of such breach. In any action to enforce this liquidated damages provision, the prevailing party shall also be entitled to recover attorney's fees and costs.

To the extent Plaintiffs require any employment reference or verification, Plaintiffs agree to direct all inquiries to 615-620-0569, company code BW435. For all such employment references or verifications, Defendants will agree to provide a neutral verification of employment. Plaintiffs release and absolves the released parties for any alleged liability arising from acts or omissions taken in accordance with the terms of this Paragraph.

IV. LIMITATIONS ON USE OF THIS SETTLEMENT AGREEMENT

A. No Admission

Defendants dispute that Plaintiffs or any PAGA Settlement Member are entitled to any additional wages other than those already paid and/or any penalties, disputes the allegations and each and every cause of action in the Actions, and disputes that the Actions may be maintained on a representative basis. This Agreement is entered into solely for the purpose of compromising highly disputed claims. This Agreement and the payment of the Gross Settlement Amount and other consideration recited herein represent the compromise of disputed claims. Nothing in this Agreement is intended as or may be construed as an admission of liability, unlawful conduct, or wrongdoing by Defendants (and/or any of the Released Parties), and Defendants and the Released Parties deny any such liability or wrongdoing.

B. Non-Evidentiary Use

Except for purposes of effectuating the terms of this Agreement and/or the Released Parties to establish that a PAGA Settlement Member has resolved any of his/her claims released through this Agreement, and regardless of whether the Final Order is entered, neither this Agreement nor any of its terms (including, but not limited to, the payment of the Gross Settlement Amount) nor the Settlement itself will be construed as, offered, or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to the Released Parties, including but not limited to, evidence of a presumption, concession, indication, or admission of any liability, fault, wrongdoing, omission, concession, or damage.

C. Non-Publication

Other than in proceedings with the Court necessary to effectuate approval of this Agreement, the Parties and their respective attorneys agree that they will not issue any media or press release, initiate any contact with the media or the press, respond to any media or press inquiry or have any communications with the media or the press about the fact, amount or terms of this Agreement. The Parties and their attorneys will not state on their websites, social media, any other marketing materials, or legal publications that Defendants engaged in any act contrary to California law, disparage the Parties, or otherwise identify the Parties in such publications. The Parties acknowledge that the actual damages likely to result from a breach of this paragraph are difficult to ascertain or prove in the event of a breach. Therefore, in the event of a breach of this paragraph by Plaintiffs, the Parties intend that the payment of liquidated damages in the amount of One Thousand Dollars and Zero Cents (\$1,000.00) or 10% of Plaintiffs' Enhancement Award approved by the Court would serve to reasonably compensate Defendants for Defendants' actual damages sustained, and not as a penalty, due to any breach of this paragraph by Plaintiffs.

D. Nullification

If (a) the Court should for any reason fail to approve this Settlement consistent with the terms in this Agreement, (b) the Court should for any reason fail to enter the Final Order, or (c) the Final Order is reversed, modified, or declared or rendered void, then this Agreement may shall be deemed voidable and unenforceable as to Plaintiffs and Defendants, at the option of either party, provided however that they first engage in good faith cooperative efforts as required by Sections II(A-B) and V(I). In the event either of the Parties exercises the option to void this Agreement, (i) neither this Agreement nor any of the related negotiations or proceedings shall be of any force or effect; (ii) the Parties shall stand in the same position they were in the day January 7, 2020, without prejudice to either of the Parties; and (iii) Defendants will not have any obligation to pay any portion of the Gross Settlement Amount under the terms of this Agreement.

V. RELEASE OF PAGA CLAIMS BY NAMED PLAINTIFFS AND PAGA SETTLEMENT MEMBERS

As of the Effective Date, all PAGA Settlement Members release the Released Parties from the PAGA Claims. This release shall be effective as to all PAGA Claims for the period from May 11, 2015 through March 31, 2020 (i.e., the PAGA Period).

It is the intent of the Parties that the Settlement Approval order entered by the Court shall have full res judicata effect and be final and binding upon PAGA Settlement Members regarding the PAGA Claims.

VI. MISCELLANEOUS PROVISIONS

A. Notice of Settlement to LWDA

Plaintiffs will provide notice of this Settlement to the LWDA, pursuant to Labor Code § 2699(1)(2) no later than the same day the Settlement is filed with the Court for approval. A copy of the Final Order will be submitted to the LWDA within 10 days after entry of the Final Order, pursuant to California Labor Code § 2699(1)(3).

B. Voluntariness

This Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of any of the Parties, or of any other person, firm, or entity.

C. Amendments

The terms and provisions of this Agreement may be amended or modified only by an express written agreement that is signed by the Plaintiffs and an authorized representative of Defendants.

D. Assignment

None of the rights, commitments, or obligations recognized under this Agreement may be assigned by either of the Parties, PAGA Settlement Member, the State of California, Plaintiffs' Counsel, or Defense Counsel without the express written consent of the Parties. Plaintiffs expressly warrant that they have not transferred to any person or entity any right, cause of action, or claim released by this Agreement.

E. Governing Law

This Agreement shall be governed, construed, and interpreted, and the rights of the Parties shall be determined, in accordance with the laws of the State of California, irrespective of the State of California's choice of law principles.

F. Entire Agreement

This Agreement contains the entire understanding of the Parties hereto with respect to the subject matter contained herein. There are no restrictions, promises, representations, warranties, covenants, or undertakings governing the subject matter of this Agreement other than those expressly set forth or referred to herein. This Agreement supersedes all prior agreements and understandings among the Parties hereto with respect to the subject matter hereof, including, without limitation, the Memorandum of Understanding executed by the Parties.

G. Authorization to Enter Into Settlement Agreement.

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

H. Waiver of Compliance

A waiver or failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

I. Counterparts

This Agreement, and any amendments hereto, may be executed in any number of counterparts, and any Party and/or its/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 said counterparts taken together shall constitute but one and the same instrument. A fax or PDF signature on this Agreement shall be as valid as an original signature.

J. Meet and Confer Regarding Dispute(s)

Should any dispute(s) arise among the Parties or their respective counsel regarding the implementation or interpretation of this Agreement, Plaintiffs' Counsel and Defense Counsel shall meet and confer in an attempt to resolve such disputes prior to submitting disputes to the Court.

K. Invalidity of Any Provision.

Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

L. Agreement Binding on Successors

This Agreement shall bind and inure to the benefit of the Parties hereto and to their respective successors, assigns, legatees, heirs, and personal representatives.

M. Cooperation in Drafting

The Parties have cooperated in the negotiation and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party, or the Party's counsel, was the drafter or participated in the drafting of this Agreement.

N. Fair Settlement

The Parties believe that this Agreement reflects a fair, reasonable, and adequate settlement of the Actions and have arrived at this Agreement through arms' length negotiation, taking into account all relevant factors, current and potential, and is consistent with public policy, and fully complies with applicable provisions of law.

O. Headings

The descriptive heading of any section or paragraph of this Agreement is for convenience of reference only, does not constitute a part of this Agreement, and shall not be considered in interpreting this Agreement.

P. Continuing Jurisdiction

The Parties agree that upon entry of the Final Order pursuant to the terms of this Agreement, this Agreement shall be enforceable by the Court pursuant to Code of Civil Procedure § 664.6. The Court shall retain exclusive and continuing equity jurisdiction of the Actions, over the Parties, and the PAGA Settlement Members to the fullest extent to interpret, enforce, and effectuate the terms, conditions, intents, and obligations of the Agreement.

Q. No Reliance on Representations

The Parties have made such investigation of the facts and the law pertaining to the matters described herein and to this Agreement as they deem necessary, and have not relied, and do not rely, on any statement, promise, or representation of fact or law, made by any of the other Parties, or any of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted rights, or with regard to the advisability of making and executing this Agreement, or with respect to any such matters.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth below.

Dated: Jun 4, 2020, 2020



Janae Brown (Jun 4, 2020 11:22 PDT)
JANAE BROWN
Plaintiff and PAGA Representative

Dated: _____, 2020

ASHTON MITCHELL
Plaintiff and PAGA Representative

N. Fair Settlement

The Parties believe that this Agreement reflects a fair, reasonable, and adequate settlement of the Actions and have arrived at this Agreement through arms' length negotiation, taking into account all relevant factors, current and potential, and is consistent with public policy, and fully complies with applicable provisions of law.

O. Headings

The descriptive heading of any section or paragraph of this Agreement is for convenience of reference only, does not constitute a part of this Agreement, and shall not be considered in interpreting this Agreement.

P. Continuing Jurisdiction

The Parties agree that upon entry of the Final Order pursuant to the terms of this Agreement, this Agreement shall be enforceable by the Court pursuant to Code of Civil Procedure § 664.6. The Court shall retain exclusive and continuing equity jurisdiction of the Actions, over the Parties, and the PAGA Settlement Members to the fullest extent to interpret, enforce, and effectuate the terms, conditions, intents, and obligations of the Agreement.

Q. No Reliance on Representations

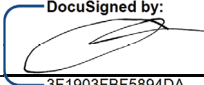
The Parties have made such investigation of the facts and the law pertaining to the matters described herein and to this Agreement as they deem necessary, and have not relied, and do not rely, on any statement, promise, or representation of fact or law, made by any of the other Parties, or any of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted rights, or with regard to the advisability of making and executing this Agreement, or with respect to any such matters.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth below.

Dated: _____, 2020

JANAE BROWN
Plaintiff and PAGA Representative

Dated: 06/02/2020
_____, 2020

DocuSigned by:


3F1903F8F5894DA...
ASHTON MITCHELL
Plaintiff and PAGA Representative

Dated: June 10
_____, 2020

BLAZIN WINGS, INC.

By Bradley M. Orshel
Bradley M. Orshel, its SVP, Assoc. Gen. Counsel

**APPROVED AS TO FORM AND
ATTORNEY OBLIGATIONS ONLY**

Dated: June 3
_____, 2020

AEGIS LAW FIRM, PC

DocuSigned by:
Jessica Campbell
D266F1371D1B404...
By _____
KASHIF HAQUE
SAMUEL A WONG
JESSICA L. CAMPBELL
SIMON KWAK
Attorneys for Plaintiff Ashton Mitchell

Dated: _____, 2020

MAHONEY LAW GROUP, APC

By _____
KEVIN MAHONEY
ATOY H. WILSON
Attorneys for Plaintiff Janae Brown

Dated: June 6
_____, 2020

LITTLER MENDELSON

Stacey E. James
By _____
STACEY E. JAMES
KHATEREH S. FAHIMI
Attorneys for Defendant Blazin Wings, Inc.

Dated: _____, 2020

BLAZIN WINGS, INC.

By _____

_____, its _____

**APPROVED AS TO FORM AND
ATTORNEY OBLIGATIONS ONLY**

Dated: _____, 2020

AEGIS LAW FIRM, PC

By _____

KASHIF HAQUE

SAMUEL A WONG

JESSICA L. CAMPBELL

SIMON KWAK

Attorneys for Plaintiff Ashton Mitchell

Dated: June 5, 2020

MAHONEY LAW GROUP, APC

By  _____

KEVIN MAHONEY

ATOY H. WILSON

Attorneys for Plaintiff Janae Brown

Dated: _____, 2020

LITTLER MENDELSON

By _____

STACEY E. JAMES

KHATEREH S. FAHIMI

Attorneys for Defendant Blazin Wings, Inc.