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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

KURT WEISSENBACH, GERMAN VACA,
and MARIBEL CABALLERO, individually
and on behalf of all other aggrieved employees,

Plaintiffs,

vs.

CALIFORNIA PIZZA KITCHEN, INC., a
Delaware corporation; and DOES 1 through
50, inclusive,

Defendants.

CASE NO.: 30-2022-01278828-CU-OE-
CXC

[Assigned for all purposes to the Hon.
Randall Sherman, Dept. CX105]

**STIPULATION OF
REPRESENTATIVE ACTION
SETTLEMENT**

Complaint Filed: September 1, 2022

BRADLEY/GROMBACHER, LLP

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1 IT IS HEREBY STIPULATED, by and between plaintiffs Kurt Weissenbach, German
2 Vaca, and Maribel Caballero, individually and on behalf of all other aggrieved employees, on the
3 one hand, and defendant California Pizza Kitchen, Inc., on the other hand, and subject to the
4 approval of the Court, that the above-captioned matter (“Action”) is hereby compromised and
5 settled pursuant to the terms and conditions set forth in this Stipulation of Representative Action
6 Settlement (“Stipulation”) and that the Court shall make and enter judgment, subject to the
7 continuing jurisdiction of the Court as set forth below, and subject to the definitions, recitals, and
8 terms set forth herein which by this reference become an integral part of this Stipulation.

9 **DEFINITIONS**

10 1. “Actions” means the *Weissenbach* Action, the *Vaca* Action, and the *Caballero*
11 Action, collectively.

12 2. “Aggrieved Employee” means a current and/or former non-exempt employee of
13 Defendant in California at any time during the PAGA Period. “Aggrieved Employees” means all
14 current and former non-exempt employees of Defendant in California at any time during the
15 PAGA Period.

16 3. “Approval Hearing” means the hearing to be conducted by the Court after the
17 filing of an appropriate motion by Plaintiffs, at which time Plaintiffs shall request that the Court
18 approve the Settlement, enter the Judgment, and take other appropriate action.

19 4. “Caballero” means plaintiff Maribel Caballero.

20 5. “*Caballero* Action” means the representative action entitled *Maribel Caballero v.*
21 *California Pizza Kitchen, Inc.*, Los Angeles County Superior Court Case No. 23STCV15272.

22 6. “Compensable Pay Periods” means the total number of pay periods during which
23 an Aggrieved Employee worked for Defendant as a non-exempt employee in California during
24 the PAGA Period, based on Defendant’s records, and which shall be used to calculate Individual
25 Settlement Payments.

26 7. “Defendant” means defendant California Pizza Kitchen, Inc.

27 8. “Defense Counsel” means Rick Bergstrom, Mark Earnest, and Aileen Kim of
28 Jones Day.

1 9. “Effective Date” refers to the date all of the following have occurred: (i) final
2 approval of the Settlement is granted by the Court; (ii) the *Vaca* Action and the *Caballero* Action
3 have been dismissed; and (iii) Judgment approving the Settlement becomes Final. “Final” shall
4 mean the latest of: (i) the 61st day following entry of the Judgment on the docket and the Notice
5 of Entry of Judgment has been served on all parties; (ii) if there is an appeal of the Court’s
6 Judgment, the date the Judgment is affirmed on appeal, the date of dismissal of such appeal, or
7 the expiration of the time to file a petition for writ of certiorari to the United States Supreme
8 Court, or (iii) if a petition for writ of certiorari is filed, the date of denial of the petition for writ of
9 certiorari, or the date the Judgment is affirmed pursuant to such petition.

10 10. “Employee Information” means information regarding the Aggrieved Employees
11 that Defendant shall in good faith compile from its records and shall be authorized by the Court to
12 transmit in a secured manner to the Settlement Administrator. Employee Information shall be
13 transmitted in electronic form and shall include each Aggrieved Employee’s full name; last
14 known address; Social Security number; and total number of Compensable Pay Periods.

15 11. “Incentive Awards” means the amounts that the Court authorizes to be paid to
16 Plaintiffs, in addition to each Plaintiffs’ Individual Settlement Payment, in recognition of
17 Plaintiffs’ effort and risk in prosecuting the Action.

18 12. “Individual Settlement Payment” means the amount payable from the PAGA Fund
19 to each Aggrieved Employee.

20 13. “Judgment” means the final order and judgment to be entered by the Court
21 granting approval of the Settlement and this Stipulation as binding upon the Parties and the
22 Aggrieved Employees.

23 14. “LWDA” means the California Labor and Workforce Development Agency.

24 15. “Notice” means the Notice of Representative Action Settlement, substantially in
25 the form attached as **Exhibit 1**, which shall be subject to Court approval and which the Settlement
26 Administrator shall mail to each Aggrieved Employee explaining the terms of this Stipulation and
27 the Settlement.
28

1 16. “PAGA” means the Labor Code Private Attorneys General Act of 2004, California
2 Labor Code sections 2698, et seq.

3 17. “PAGA Fund” means the Settlement Fund, less Plaintiffs’ Counsel Award, the
4 Incentive Awards, and Settlement Administration Costs; of which seventy five percent (75%)
5 shall be distributed to the LWDA for PAGA penalties pursuant to California Labor Code §
6 2699(i), and twenty five percent (25%) shall be distributed to the Aggrieved Employees for their
7 Individual Settlement Payments.

8 18. “PAGA Period” means the time period from June 28, 2021 through the earlier of
9 December 29, 2023 or the date the Court grants approval of the Settlement.

10 19. “Parties” means Plaintiffs and Defendant.

11 20. “Plaintiffs” means plaintiffs Kurt Weissenbach, German Vaca, and Maribel
12 Caballero.

13 21. “Plaintiffs’ Counsel” means Matthew J. Matern and Deanna S. Leifer of Matern
14 Law Group, PC; David Bibiyan, Jeffrey Klein, and Henry Glitz of Bibiyan Law Group, PC; and
15 Marcus Bradley, Kiley Grombacher, Lirit King, and Emile MacLean of Bradley/Grombacher,
16 LLP.

17 22. “Plaintiffs’ Counsel Award” means reasonable attorneys’ fees for Plaintiffs’
18 Counsel’s litigation and resolution of this Action (not to exceed one-third of the Settlement
19 Fund), and Plaintiffs’ Counsel’s expenses and costs reasonably incurred in connection with this
20 Action.

21 23. “Released Claims” means any and all claims and/or causes of action under PAGA
22 arising from and/or relating in any way to the claims pled in the Actions (including in the
23 operative complaints and LWDA Notices) or that could have been asserted based on the facts
24 alleged in the Actions against Defendant, including but not limited to claims for: failure to timely
25 pay all wages at termination (Cal. Lab. Code §§ 200, 201, 202, 203, 558); failure to pay all wages
26 and premiums (i.e., minimum, overtime, doubletime, and reporting time wages, and split shift
27 premiums), including with respect to the timeliness and rate at which these wages were paid (Cal.
28 Lab. Code §§ 200, 201.3, 204, 204b, 204.1, 204.2, 204.11, 205, 205.5, 210, 216, 221, 222, 223,

224, 510, 558, 1182, 1182.11, 1182.12, 1194, 1194.1, 1194.2, 1194.5, 1195, 1197, 1197.1, 1198, 1199 and 29 U.S.C. §§ 207 & 216); meal and rest period violations, including with respect to the rate at which premiums are paid (Cal. Lab. Code §§ 200, 226.7, 512, 516, 551, 552, 558, 1198); failure to provide one day's rest in seven days (Cal. Lab. Code §§ 551, 552); failure to pay vested vacation time at termination, including with respect to the rate at which it was paid (Cal. Lab. Code §§ 227.3, 558); failure to provide sick pay or properly pay sick time, including with respect to the rate at which it was paid (Cal. Lab. Code §§ 226, 233, 245, 246, 247, 248, 248.5, 248.6, 248.7, 249, 558); failure to provide suitable seating (Cal. Lab. Code §§ 1198, 1194.5); failure to reimburse all necessary business expenses (Cal. Lab. Code §§ 2802, 2804); failure to provide accurate wage statements (Cal. Lab. Code §§ 226, 226.3, 558); failure to maintain records (Cal. Lab. Code § 226, 1174, 1174.5, 1175); failure to return deposits made by employees with accrued interest thereon (Cal. Lab. Code § 404); unlawful deductions and withholdings from wages (Cal. Lab. Code § 212, 213, 221, 223, 224, 226.7, 510, 558, 1197.1); failure to provide necessary employment notices or records (Cal. Lab. Code §§ 432, 558, 1198.5, 1174, 6409.6, 2810.5); failure to furnish and use safety devices and guards and/or safety and health violations (Cal. Lab. Code §§ 6401, 6402, 6403); failure to provide adequate and readily accessible sanitation facilities (Cal. Code Regs. Tit. 8, §§ 1527, 3366, 3457 and 8397.4); failure to provide Covid-19 related notices (Cal. Lab. Code §§ 6409.6, 6432); unlawful requirement of the waiver of rights (Cal. Lab. Code §§ 432.5, 432.6); unlawful background checks (Cal. Lab. Code §§ 432.7, 432.8, and Cal. Gov't Code § 12952); unlawful reliance on salary history information (Cal. Lab. Code §§ 432.3); unlawful retaliation and prevention of whistleblowing (Cal. Lab. Code §§ 232, 232.5, 1102.5); violations of the PAGA (Cal. Lab. Code § 2698 *et seq.*) based on the foregoing claims; violation of the applicable IWC California Wage Orders, including IWC Wage Order No. 5-2001 §§ 2, 3, 4, 7, 11, 12, 14 based on the foregoing claims; violations of Cal. Code Regs. based on the foregoing claims; and Cal. Lab. Code §§ 96, 98.6, 232, 232.5, and 1197.5); and any penalties, interest, costs, or attorneys' fees as a result thereof (including under Cal. Lab. Code §§ 200, 218.5, 218.6, 226, 226.7, 226.3, 1194, 1391, 2699; Cal. Civ. Code § 3294; and Cal. Civ. P. Code § 1021.5 that arose during the PAGA Period.

1 24. “Released Parties” means Defendant and its present or former parents,
2 subsidiaries, affiliated corporations and entities, clients, and vendors and independent contractors
3 through which Defendant conducts business, and each of its respective current, former, and future
4 officers, directors, members, managers, employees, consultants, vendors, independent
5 contractors, clients, partners, shareholders, joint venturers and third-party agents, and any
6 successors, assigns, or legal representatives.

7 25. “Settlement” means the final and complete disposition of the Action pursuant to
8 this Stipulation.

9 26. “Settlement Administration Costs” means the reasonable costs and fees of
10 administering the Settlement to be paid from the Settlement Fund, including, but not limited to:
11 (i) printing, mailing, and re-mailing (if necessary) Settlement Packets to the Aggrieved
12 Employees; (ii) preparing and submitting to Aggrieved Employees and government entities all
13 appropriate tax filings and forms; (iii) computing the amount of and distributing Individual
14 Settlement Payments, the Incentive Awards, the Plaintiffs’ Counsel Award, and the PAGA
15 payment to the LWDA; (iv) establishing a Qualified Settlement Fund, as defined by the Internal
16 Revenue Code; and (v) preparing and submitting filings required by law in connection with the
17 payments required by the Settlement.

18 27. “Settlement Administrator” means Rust Consulting, Inc.

19 28. “Settlement Fund” means the maximum amount Defendant shall have to pay in
20 connection with this Settlement, which shall be inclusive of all Individual Settlement Payments to
21 the Aggrieved Employees, the Plaintiffs’ Counsel Award, the Incentive Awards, Settlement
22 Administration Costs, and the PAGA payment to the LWDA. Subject to Court approval and the
23 terms of this Stipulation, the Settlement Fund Defendant shall be required to pay is Seven
24 Hundred Twelve Thousand Five Hundred Sixty-Three Dollars and Fifty Cents (\$712,563.50).

25 29. “Settlement Packet” means the packet of documents which shall be mailed to all
26 Aggrieved Employees by the Settlement Administrator, including the Notice and each Aggrieved
27 Employee’s respective Individual Settlement Payment.

28 30. “Vaca” means plaintiff German Vaca.

1 September 21, 2023, all parties accepted the mediator's proposal, with the intent to enter into a
2 long-form settlement agreement.

3 40. Pursuant to the terms of the mediator's proposal and as part of the Settlement, the
4 Parties have agreed that Weissenbach will filed an amended complaint adding Vaca and
5 Caballero as named plaintiffs to the *Weissenbach* Action. The Parties further agreed that
6 Weissenbach shall amend the complaint to assert all claims that were alleged in the *Vaca* Action,
7 *Caballero* Action, and the LWDA PAGA letters that were sent by Vaca and Caballero as
8 underlying violations for the PAGA claim in the *Weissenbach* Action; Weissenbach will exhaust
9 PAGA administrative remedies for all claims that will be newly asserted in the FAC by way of an
10 amended LWDA PAGA letter; and the *Vaca* Action and the *Caballero* Action will be dismissed.

11 41. Benefits of Settlement to Plaintiffs and the Aggrieved Employees. Plaintiffs and
12 Plaintiffs' Counsel recognize the expense and length of continued proceedings that would be
13 necessary to litigate Plaintiffs' claims in the Actions through trial and through any possible
14 appeals. Plaintiffs also have taken into account the uncertainty and risks of the outcome of
15 further litigation, and the difficulties and delays inherent in such litigation. Plaintiffs and
16 Plaintiffs' Counsel are also aware of the burdens of proof necessary to establish liability for the
17 claims asserted in the Actions, both generally and in response to Defendant's defenses thereto,
18 and the difficulties in establishing penalties and other relief sought in the Actions. Plaintiffs and
19 Plaintiffs' Counsel also have taken into account Defendant's agreement to enter into a settlement
20 that confers substantial benefits upon the State of California and Aggrieved Employees. Based on
21 the foregoing, Plaintiffs and Plaintiffs' Counsel have determined that the Settlement set forth in
22 this Stipulation is fair, adequate, and reasonable and is in the best interests of all Aggrieved
23 Employees.

24 42. Defendant's Reasons for Settlement. Defendant denies all allegations made in the
25 Actions, and also denies that it engaged in any wrongful conduct with respect to Weissenbach,
26 Vaca, or Caballero, or that they suffered any harm or damages as a result of its conduct.
27 Defendant has asserted and continues to assert that the claims alleged by Plaintiffs have no merit
28 and do not give rise to any liability, damages, restitution, penalties, or other payments. Defendant

1 has nonetheless concluded that any further defense of the Actions would be protracted and
2 expensive for all Parties. Substantial amounts of Defendant's time, energy, and resources have
3 been, and unless this Settlement is completed, shall continue to be, devoted to the defense of the
4 claims asserted by Plaintiffs. Defendant has also taken into account the risks of further litigation
5 in reaching its decision to enter into this Settlement. Even though Defendant contends it is not
6 liable for any of the claims alleged by Plaintiffs in the Actions, Defendant has agreed,
7 nonetheless, to settle in the manner and upon the terms set forth in this Stipulation and to put to
8 rest the claims alleged in the Actions in order to focus on business operations. This Stipulation
9 is a compromise of disputed claims. Nothing contained in this Stipulation, no documents referred
10 to herein, and no action taken to carry out this Stipulation, shall be construed or used as an
11 admission by or against Defendant as to the merits or lack thereof of the claims asserted in the
12 Actions. Defendant contends that it has complied with all applicable state, federal and local laws.

13 **TERMS OF SETTLEMENT**

14 NOW THEREFORE, in consideration of the mutual covenants, promises, and agreements
15 set forth herein, the Parties agree, subject to the Court's approval, as follows:

16 43. Binding Settlement. This Settlement shall bind the Parties and all Aggrieved
17 Employees, subject to the terms and conditions hereof and the Court's approval.

18 44. Tax Liability. The Parties make no representations as to the tax treatment or legal
19 effect of the payments specified herein, and the Aggrieved Employees are not relying on any
20 statement or representation by the Parties, Plaintiffs' Counsel or Defense Counsel in this regard.
21 The Aggrieved Employees and Plaintiffs' Counsel understand and agree that they shall be
22 responsible for the payment of all taxes and penalties assessed on the payments specified herein,
23 and shall hold the Parties, Plaintiffs' Counsel, and Defense Counsel free and harmless from and
24 against any claims resulting from treatment of such payments as non-taxable, including the
25 treatment of such payments as not subject to withholding or deduction for payroll and
26 employment taxes.

27 45. Circular 230 Disclaimer. THE PARTIES ACKNOWLEDGE AND AGREE THAT

28 (1) NO PROVISION OF THIS STIPULATION, AND NO WRITTEN

1 COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES,
2 PLAINTIFFS' COUNSEL, OR DEFENSE COUNSEL AND OTHER ADVISERS, IS
3 OR WAS INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR
4 DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX
5 ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY
6 DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE
7 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER,
8 OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE
9 (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS STIPULATION,
10 (B) HAS NOT ENTERED INTO THIS STIPULATION BASED UPON THE
11 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR
12 ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON
13 ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER
14 TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE
15 IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR
16 ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT
17 PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR
18 ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH
19 LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
20 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE
21 OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED
22 BY THIS STIPULATION.

23 46. Approval of Settlement. Plaintiffs shall be responsible for moving the Court to
24 approve the Settlement and enter the Judgment. The Parties agree to work diligently and
25 cooperatively to have this Settlement presented to the Court for approval. The Judgment shall
26 provide for, among other things, the Settlement Packet to be sent to Aggrieved Employees as
27 specified herein.

28 47. Release by Plaintiffs and Other Aggrieved Employees:

1 a. Aggrieved Employees' Released Claims. Upon Defendant providing the
2 Settlement Fund to the Settlement Administrator, all Aggrieved Employees shall be deemed to
3 have released the Released Parties from the Released Claims.

4 b. Plaintiffs' Released Claims. Upon Defendant providing the Settlement
5 Fund to the Settlement Administrator, Plaintiffs shall be deemed to have released the Released
6 Parties from any and all claims, demands, rights, liabilities, and/or causes, of any form
7 whatsoever, arising under federal, state, local, or common laws, rules, or regulations, whether
8 known or unknown, unforeseen, unanticipated, unsuspected or latent, that have been or could
9 have been asserted by Plaintiffs, or Plaintiffs' heirs, successors and/or assigns, whether directly,
10 indirectly, representatively, derivatively or in any other capacity, against Defendant or any of the
11 other Released Parties, arising at any time prior to entry of the Judgment, including but not
12 limited to those claims raised in the Actions, and those arising from or related to Plaintiffs'
13 employment with Defendant. This release excludes only the release of claims not permitted by
14 law.

15 As to the Released Claims only, Plaintiffs expressly waive all rights and benefits under the
16 terms of section 1542 of the California Civil Code. Section 1542 reads as follows:

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

23 Notwithstanding the provisions of section 1542, and for the purpose of implementing a
24 full and complete release and discharge of all of their Released Claims, Plaintiffs expressly
25 acknowledge that this Settlement is intended to include in its effect, without limitation, all
26 Released Claims which Plaintiffs do not know or suspect to exist in their favor at the time of
27 execution hereof, and that the Settlement contemplates the extinguishment of all such Released
28 Claims.

1 48. Settlement Administration.

2 a. Within fourteen (14) days of the Effective Date, Defendant shall provide
3 the Settlement Administrator with the Employee Information for purposes of mailing the
4 Settlement Packets to Aggrieved Employees.

5 i. Notice by First Class U.S. Mail. Upon receipt of the Employee
6 Information, the Settlement Administrator shall perform a search based on the National Change
7 of Address Database maintained by the United States Postal Service to update and correct any
8 known or identifiable address changes. Within ten (10) days of receiving the Settlement Fund
9 from Defendant as provided herein, the Settlement Administrator shall mail copies of the
10 Settlement Packet, which shall include the Notice and each Aggrieved Employee's respective
11 Individual Settlement Payment, to all Aggrieved Employees via regular First Class U.S. Mail.
12 The Settlement Administrator shall exercise its best judgment to determine the current mailing
13 address for each Aggrieved Employee. The address identified by the Settlement Administrator as
14 the current mailing address shall be presumed to be the most current mailing address for each
15 Aggrieved Employee. The Parties agree that this procedure for notice provides the best notice
16 practicable to Aggrieved Employees and fully complies with due process.

17 ii. Undeliverable Settlement Packets. Any Settlement Packet returned
18 to the Settlement Administrator as non-deliverable shall be re-mailed to the forwarding address
19 affixed thereto. If no forwarding address is provided, the Settlement Administrator shall
20 promptly attempt to determine a correct address by the use of skip-tracing, or other type of
21 automated search, using the name, address, and/or Social Security number of the Aggrieved
22 Employee involved, and shall then perform a re-mailing to the Aggrieved Employee whose
23 Settlement Packet was returned as non-deliverable, assuming another mailing address is identified
24 by the Settlement Administrator. If these procedures are followed, notice to Aggrieved
25 Employees shall be deemed to have been fully satisfied, and if the intended recipient of the
26 Settlement Packet does not receive the Settlement Packet, the intended recipient shall
27 nevertheless remain bound by all terms of the Settlement and the Judgment.

28

1 iii. Determination of Individual Settlement Payments. The Settlement
2 Administrator shall determine the eligibility for, and the amount of, each Individual Settlement
3 Payment under the terms of this Stipulation. The Settlement Administrator's determination of the
4 eligibility for and amount of each Individual Settlement Payment shall be binding upon the
5 Aggrieved Employees and the Parties, yet subject to review by Plaintiffs' Counsel, Defense
6 Counsel, and the Court. In the absence of fraud or gross negligence, Defendant's records shall be
7 presumed accurate.

8 iv. Disputes Regarding Administration of Settlement. Any dispute not
9 resolved by the Settlement Administrator concerning the administration of the Settlement shall be
10 resolved by the Court. Prior to any such involvement of the Court, counsel for the Parties shall
11 confer in good faith and make use of the services of Monique Ngo-Bonnici, if necessary, to
12 resolve the dispute without the necessity of involving the Court.

13 b. Monitoring and Reviewing Settlement Administration. The Parties have
14 the right to monitor and review the administration of the Settlement to verify that the monies
15 allocated under the Settlement are distributed in the correct amount, as provided for in this
16 Stipulation.

17 c. Best Efforts. The Parties agree to use their best efforts to carry out the
18 terms of this Settlement.

19 49. Funding and Allocation of the Settlement Fund. No later than fourteen (14) days
20 after the Effective Date, Defendant shall provide to the Settlement Administrator in any feasible
21 manner, including, but not limited to, by way of a wire transfer, the Settlement Fund. If this
22 Settlement is not finally approved by the Court in full, or is terminated, rescinded, canceled, or
23 fails to become effective for any reason, or if the Effective Date does not occur, then no portion
24 of the Settlement Fund shall be paid.

25 a. Individual Settlement Payments. The Aggrieved Employees shall not be
26 required to submit a claim in order to receive a share of the PAGA Fund, and no portion of the
27 Settlement Fund shall revert to Defendant or result in an unpaid residue. Individual Settlement
28

1 Payments shall be paid by the Settlement Administrator from the PAGA Fund pursuant to the
2 formula set forth herein.

3 i. Each Aggrieved Employee's Individual Settlement Payment shall
4 be calculated solely by the Settlement Administrator according to the following formula:
5 Defendant shall provide the Settlement Administrator with the Compensable Pay Periods for each
6 Aggrieved Employee. The Settlement Administrator shall then divide the Aggrieved Employees'
7 portion of the PAGA Fund by the total number of Compensable Pay Periods for all Aggrieved
8 Employees resulting in a value for each week worked by the Aggrieved Employees during the
9 PAGA Period ("Pay Period Value"). The Settlement Administrator shall then multiply the
10 number of Compensable Pay Periods for each Aggrieved Employee by the Pay Period Value.

11 ii. Individual Settlement Payments shall be made by check and shall
12 be made payable to each Aggrieved Employee as set forth in this Stipulation.

13 iii. Individual Settlement Payments shall be allocated one hundred
14 percent (100%) as non-wage penalties not subject to payroll tax withholdings. The Settlement
15 Administrator shall issue an IRS Form 1099 to each Aggrieved Employee along with the
16 Individual Settlement Payment.

17 iv. Individual Settlement Payment checks shall remain negotiable for
18 one hundred eighty (180) days from the date of mailing. If an Individual Settlement Payment
19 check remains uncashed after one hundred eighty (180) days from issuance or re-issuance in
20 accordance with Paragraph 48(ii), the Settlement Administrator shall distribute the value of the
21 uncashed check to the State Controller's Office Unclaimed Property Fund in the name of the
22 Aggrieved Employee. In such event, such Aggrieved Employees shall nevertheless remain bound
23 by the Settlement.

24 v. It is expressly understood and agreed that the receipt of Individual
25 Settlement Payments shall not entitle any Aggrieved Employee to additional compensation or
26 benefits under any collective bargaining agreement or under any bonus, contest, or other
27 compensation or benefit plan or agreement in place during the period covered by the Settlement,
28 nor shall it entitle any Aggrieved Employee to any increased pension and/or retirement, or other

1 deferred compensation benefits. It is the intent of the Parties that the Individual Settlement
2 Payments provided for in this Stipulation are the sole payments to be made by Defendant to the
3 Aggrieved Employees in connection with this Settlement, with the exception of Plaintiffs, and
4 that the Aggrieved Employees are not entitled to any new or additional compensation or benefits
5 as a result of having received the Individual Settlement Payments. Furthermore, the receipt of
6 Individual Settlement Payments by the Aggrieved Employees shall not, and does not, by itself
7 establish any general, special, or joint employment relationship between and among the
8 Aggrieved Employees and Defendant.

9 b. Incentive Awards. Subject to Court approval, Plaintiffs shall each be paid
10 an Incentive Award not to exceed Ten Thousand Dollars (\$10,000.00), or any lesser amount as
11 awarded by the Court, for their time and effort in bringing and presenting the Actions and for
12 releasing their Released Claims. Defendant shall not oppose or object to Plaintiffs' request for an
13 Incentive Award in an amount not to exceed Ten Thousand Dollars (\$10,000.00) each. Each
14 Incentive Award shall be paid to Plaintiffs from the Settlement Fund no later than ten (10) days
15 after Defendant provides the Settlement Administrator with the Settlement Fund. The Settlement
16 Administrator shall issue an IRS Form 1099 to Plaintiffs for their Incentive Awards. Plaintiffs
17 shall be solely and legally responsible to pay any and all applicable taxes on their Incentive
18 Awards and shall hold harmless Defendant, Plaintiffs' Counsel, and Defense Counsel from any
19 claim or liability for taxes, penalties, or interest arising as a result of payment of the Incentive
20 Award. The Incentive Awards shall be made in addition to each Plaintiffs' Individual Settlement
21 Payment. Any amounts requested by Plaintiffs for the Incentive Awards and not awarded by the
22 Court shall become part of the PAGA Fund and shall be distributed to the LWDA and to the
23 Aggrieved Employees as part of their Individual Settlement Payments.

24 c. Plaintiffs' Counsel Award. Subject to Court approval, Plaintiffs' Counsel
25 shall be entitled to receive reasonable attorneys' fees in an amount not to exceed one-third (1/3)
26 of the Settlement Fund, which amounts to Two Hundred Thirty-Seven Thousand Five Hundred
27 Twenty-One Dollars and Seventeen Cents (\$237,521.17). In addition, subject to Court approval,
28 Plaintiffs' Counsel shall be entitled to an award of reasonable costs associated with Plaintiffs'

Counsel's prosecution of the Actions in an amount not to exceed Thirty Thousand Dollars (\$30,000.00). Plaintiffs' Counsel shall provide the Settlement Administrator with a properly completed and signed IRS Form W-9 in order for the Settlement Administrator to process the Plaintiffs' Counsel Award approved by the Court. Defendant shall not oppose or object to Plaintiffs' request for an award of attorneys' fees in an amount not to exceed Two Hundred Thirty-Seven Thousand Five Hundred Twenty-One Dollars and Seventeen Cents (\$237,521.17) and request for an award of reasonable costs not to exceed Thirty Thousand Dollars (\$30,000.00). In the event that the Court awards Plaintiffs' Counsel less than Two Hundred Thirty-Seven Thousand Five Hundred Twenty-One Dollars and Seventeen Cents (\$237,521.17) in attorneys' fees and/or less than Thirty Thousand Dollars (\$30,000.00) in costs, the difference shall become part of the PAGA Fund and shall be distributed to the LWDA and the Aggrieved Employees as part of their Individual Settlement Payments. Plaintiffs' Counsel shall be paid any Court-awarded attorneys' fees and costs no later than ten (10) days after Defendant provides the Settlement Administrator with the Settlement Fund. Plaintiffs' Counsel shall be solely and legally responsible to pay all applicable taxes on the Plaintiffs' Counsel Award. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiffs' Counsel for the Plaintiffs' Counsel Award. This Settlement is not conditioned upon the Court awarding Plaintiffs' Counsel any particular amount of attorneys' fees or costs, unless the amount awarded is more than specified in this paragraph.

d. Settlement Administration Costs. The Settlement Administration fees and expenses, which are estimated not to exceed Twenty-Four Thousand Two Hundred Seven Dollars (\$24,207.00) shall be paid from the Settlement Fund. The Parties agree to cooperate in the Settlement Administration process and to make all reasonable efforts to control and minimize Settlement Administration Costs.

i. The Parties each represent they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

1 ii. The Settlement Administrator shall keep the Parties timely apprised
2 of the performance of all Settlement Administrator responsibilities required by the Settlement.
3 The Settlement Administrator shall be authorized to establish a Qualified Settlement Fund
4 (“QSF”) pursuant to IRS rules and regulations in which the Settlement Fund shall be placed and
5 from which payments required by the Settlement shall be made.

6 50. Approval Hearing and Entry of Judgment. An Approval Hearing shall be
7 conducted to determine whether to grant approval of the Settlement, including determining the
8 amounts properly payable for: (i) the Plaintiffs’ Counsel Award; and (ii) the Incentive Awards. If
9 the Court grants approval of the Settlement, the Settlement Administrator shall post notice of final
10 judgment on its website within seven (7) calendar days of entry of the Judgment.

11 51. Nullification of Settlement. In the event: (i) the Court does not enter the
12 Judgment; or (ii) the Settlement does not become Final for any other reason, this Stipulation shall
13 be rendered null and void, any order or judgment entered by the Court in furtherance of this
14 Settlement shall be treated as void from the beginning, and this Stipulation and any documents
15 related to it shall not be used in any other civil, criminal, or administrative action against
16 Defendant or any of the other Released Parties.

17 52. Adjustment of Settlement Fund. The Settlement Fund was negotiated and is
18 premised on the understanding that there are approximately 163,903 pay periods worked by
19 Aggrieved Employees from June 28, 2021 through July 31, 2023. Should the actual number of
20 pay periods within this time frame increase beyond ten percent (10%), the Settlement Fund shall
21 increase proportionately for each additional pay period.

22 53. No Admission by Defendant. Defendant denies all claims alleged in this Action
23 and denies all wrongdoing whatsoever by Defendant. Neither this Stipulation, nor any of its
24 terms and conditions, nor any of the negotiations connected with it, is a concession or admission,
25 and none shall be used against Defendant as an admission or indication with respect to any claim
26 of any fault, concession, or omission by Defendant. The Parties agree that this Stipulation shall
27 not be admissible in this or any other proceeding as evidence that Defendant is liable to Plaintiffs
28 or any Aggrieved Employee, other than according to the terms of this Stipulation.

1 54. Exhibits and Headings. The terms of this Stipulation include the terms set forth in
2 any attached Exhibits, which are incorporated by this reference as though fully set forth herein.
3 The Exhibits to this Stipulation are an integral part of the Settlement. The descriptive headings of
4 any paragraphs or sections of this Stipulation are inserted for convenience of reference only.

5 55. Interim Stay of Action. The Parties agree to stay and to request that the Court stay
6 all proceedings in the Action, except such proceedings necessary to implement and complete the
7 Settlement and enter the Judgment.

8 56. Amendment or Modification. This Stipulation may be amended or modified only
9 by a written instrument signed by counsel for all Parties or their successors-in-interest.

10 57. Entire Agreement. The Parties' accepted mediator's proposal, and this Stipulation
11 and any attached Exhibits constitute the entire agreement between the Parties, and no oral or
12 written representations, warranties, or inducements have been made to Plaintiffs or Defendant
13 concerning this Stipulation or its Exhibits other than the representations, warranties, and
14 covenants contained and memorialized in the mediator's proposal, this Stipulation, and its
15 Exhibits. No other prior or contemporaneous written or oral agreements may be deemed binding
16 on the Parties.

17 58. Authorization to Enter into Settlement Agreement. Plaintiffs' Counsel and
18 Defense Counsel warrant and represent they are expressly authorized by the Parties whom they
19 represent to negotiate this Stipulation and to take all appropriate actions required or permitted to
20 be taken by such Parties pursuant to this Stipulation to effectuate its terms, and to execute any
21 other documents required to effectuate the terms of this Stipulation. The Parties, Plaintiffs'
22 Counsel, and Defense Counsel shall cooperate with each other and use their best efforts to effect
23 the implementation of the Settlement. In the event that the Parties are unable to reach agreement
24 on the form or content of any document needed to implement the Settlement, or on any
25 supplemental provisions that may become necessary to effectuate the terms of this Settlement, the
26 Parties may seek the assistance of the Court and/or Monique Ngo-Bonnici to resolve such
27 disagreement. The person signing this Stipulation on behalf of Defendant represents and warrants
28 that they are authorized to sign this Stipulation on behalf of Defendant. Plaintiffs represent and

1 warrant that they are authorized to sign this Stipulation and that they have not assigned any claim,
2 or part of a claim, covered by this Settlement to a third-party. Plaintiffs acknowledge that they
3 have read this Stipulation, that they fully understand their rights, privileges, and duties under the
4 Stipulation, and enter this Stipulation freely and voluntarily. Plaintiffs further acknowledge that
5 they have had the opportunity to consult with their attorneys to explain the terms of this
6 Stipulation and the consequences of signing this Stipulation. Additionally, the Parties have
7 cooperated in the drafting and preparation of this Stipulation. Hence, in any construction made of
8 this Stipulation, the same shall not be construed against any of the Parties.

9 59. Fees and Costs. The Parties shall each bear their own costs, attorneys' fees,
10 mediator fees, and other fees incurred in connection with this Stipulation and in connection with
11 the Action and Plaintiffs' claims, except as otherwise set forth specifically herein.

12 60. Binding on Successors and Assigns. This Stipulation shall be binding upon, and
13 inure to the benefit of, the successors and assigns of the Parties.

14 61. California Law Governs. All terms of this Stipulation and the Exhibits hereto shall
15 be governed by and interpreted according to the laws of the State of California, without giving
16 effect to any law that would cause the laws of any jurisdiction other than the State of California to
17 be applied.

18 62. Counterparts. This Stipulation may be executed in one or more counterparts. All
19 executed counterparts and each of them shall be deemed to be one and the same instrument.

20 63. Jurisdiction of the Court. Following entry of the Judgment, the Court shall retain
21 jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of
22 this Stipulation and all orders and judgments entered in connection therewith, and the Parties,
23 Plaintiffs' Counsel, and Defense Counsel submit to the jurisdiction of the Court for purposes of
24 interpreting, implementing, and enforcing the Settlement embodied in this Stipulation and all
25 orders and judgments entered in connection therewith.

26 64. Invalidity of Any Provision. Before declaring any term or provision of this
27 Stipulation invalid, the Parties request that the Court first attempt to construe the terms or
28

provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Stipulation as valid and enforceable.

Dated: Dec 4, 2023, 2023 Kurt Edward Weissenbach II
Kurt Edward Weissenbach II (Dec 4, 2023 14:40 PST)
Plaintiff Kurt Weissenbach

Dated: _____, 2023 _____
Plaintiff German Vaca

Dated: _____, 2023 _____
Plaintiff Maribel Caballero

Dated: _____, 2023 Defendant California Pizza Kitchen, Inc.
By: _____
Its: _____

Approved as to form and content:

DATED: December 4, 2023 **MATERN LAW GROUP, PC**
By: 
MATTHEW J. MATERN
DEANNA S. LEIFER
Attorneys for Plaintiff KURT WEISSENBACH,
individually, and on behalf of all other aggrieved
employees

DATED: December 1, 2023 **BIBIYAN LAW GROUP, P.C.**

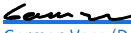
By: _____
DAVID D. BIBIYAN
JEFFREY KLEIN
HENREY G. GLITZ
Attorneys for Plaintiff GERMAN VACA,
individually, and on behalf of all other aggrieved
employees

provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Stipulation as valid and enforceable.

Dated: _____, 2023

Plaintiff Kurt Weissenbach

Dated: Dec 5, 2023, 2023


German Vaca (Dec 5, 2023 15:57 PST)

Plaintiff German Vaca

Dated: _____, 2023

Plaintiff Maribel Caballero

Dated: _____, 2023

Defendant California Pizza Kitchen, Inc.

By: _____

Its: _____

Approved as to form and content:

DATED: December 1, 2023

MATERN LAW GROUP, PC

By: _____

MATTHEW J. MATERN
DEANNA S. LEIFER
Attorneys for Plaintiff KURT WEISSENBACH,
individually, and on behalf of all other aggrieved
employees

DATED: December 1, 2023

BIBIYAN LAW GROUP, P.C.

By: _____


DAVID D. BIBIYAN
JEFFREY KLEIN
HENREY G. GLITZ
Attorneys for Plaintiff GERMAN VACA,
individually, and on behalf of all other aggrieved
employees

59. Fees and Costs. The Parties shall each bear their own costs, attorneys' fees, mediator fees, and other fees incurred in connection with this Stipulation and in connection with the Action and Plaintiffs' claims, except as otherwise set forth specifically herein.

60. Binding on Successors and Assigns. This Stipulation shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties.

61. California Law Governs. All terms of this Stipulation and the Exhibits hereto shall be governed by and interpreted according to the laws of the State of California, without giving effect to any law that would cause the laws of any jurisdiction other than the State of California to be applied.

62. Counterparts. This Stipulation may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument.

63. Jurisdiction of the Court. Following entry of the Judgment, the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Stipulation and all orders and judgments entered in connection therewith, and the Parties, Plaintiffs' Counsel, and Defense Counsel submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the Settlement embodied in this Stipulation and all orders and judgments entered in connection therewith.

64. Invalidity of Any Provision. Before declaring any term or provision of this Stipulation invalid, the Parties request that the Court first attempt to construe the terms or provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Stipulation as valid and enforceable.

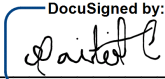
Dated: _____, 2023

Plaintiff Kurt Weissenbach

Dated: _____, 2023

Plaintiff German Vaca

Dated: 12/6/2023, 2023

DocuSigned by:


Plaintiff Maribel Caballero

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Dated: _____, 2023

Defendant California Pizza Kitchen, Inc.

By: _____

Its: _____

Approved as to form and content:

DATED: December 6, 2023

MATERN LAW GROUP, PC

By: _____

MATTHEW J. MATERN
DEANNA S. LEIFER
Attorneys for Plaintiff KURT WEISSENBACH,
individually, and on behalf of all other aggrieved
employees

DATED: December 6, 2023

BIBIYAN LAW GROUP, P.C.

By: _____

DAVID D. BIBIYAN
JEFFREY KLEIN
HENREY G. GLITZ
Attorneys for Plaintiff GERMAN VACA,
individually, and on behalf of all other aggrieved
employees

DATED: December 6, 2023

BRADLEY/GROMBACHER, LLP

By:  _____

MARCUS J. BRADLEY
KILEY L. GROMBACHER
LIRIT A. KING
EMILE MACLEAN
Attorneys for Plaintiff MARIBEL CABALLERO,
individually, and on behalf of all other aggrieved
employees

DATED: December 6, 2023

JONES DAY

provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Stipulation as valid and enforceable.

Dated: _____, 2023

Plaintiff Kurt Weissenbach

Dated: _____, 2023

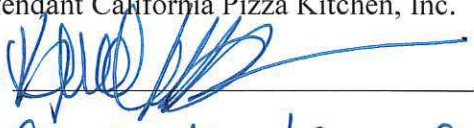
Plaintiff German Vaca

Dated: _____, 2023

Plaintiff Maribel Caballero

Dated: 12/5, 2023

Defendant California Pizza Kitchen, Inc.

By: 

Its: Corp. Secretary / General Counsel

Approved as to form and content:

DATED: December 1, 2023

MATERN LAW GROUP, PC

By: _____

MATTHEW J. MATERN

DEANNA S. LEIFER

Attorneys for Plaintiff KURT WEISSENBACH,
individually, and on behalf of all other aggrieved
employees

DATED: December 1, 2023

BIBIYAN LAW GROUP, P.C.

By: _____

DAVID D. BIBIYAN

JEFFREY KLEIN

HENREY G. GLITZ

Attorneys for Plaintiff GERMAN VACA,
individually, and on behalf of all other aggrieved
employees

1 DATED: December 1, 2023

BRADLEY/GROMBACHER, LLP

2
3
4 By:

MARCUS J. BRADLEY
KILEY L. GROMBACHER
LIRIT A. KING
EMILE MACLEAN
Attorneys for Plaintiff MARIBEL CABALLERO,
individually, and on behalf of all other aggrieved
employees

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8 DATED: December 5, 2023

JONES DAY

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11 By:


RICK BERGSTROM
MARK E. EARNEST
AILEEN H. KIM
Attorneys for Defendant CALIFORNIA PIZZA
KITCHEN, INC.

<<Mailing Date>>

NOTICE OF SETTLEMENT UNDER THE CALIFORNIA PRIVATE ATTORNEYS GENERAL ACT

Kurt Weissenbach, et al. v. California Pizza Kitchen, Inc.
Orange County Superior Court Case No. 30-2022-01278828-CU-OE-CXC

<<Name>>

<<Address>>

Dear <<Name>>:

You are receiving the enclosed check in settlement of a lawsuit entitled *Kurt Weissenbach, et al. v. California Pizza Kitchen, Inc.*, Orange County Superior Court Case No. 30-2022-01278828-CU-OE-CXC. In the lawsuit, Kurt Weissenbach, German Vaca, and Maribel Caballero (“Plaintiffs”) pursued various claims against California Pizza Kitchen, Inc. (“Defendant” or “CPK”) under Labor Code § 2699 *et seq.*, the California Private Attorneys General Act of 2004 (“PAGA”). Defendant denies all of the allegations and liability for any claims in this case. The Court has approved the Settlement on behalf of the following employees (“Aggrieved Employees”): all current and former non-exempt employees of CPK in California at any time during the time period from June 28, 2021 through <<the earlier of December 29, 2023 or the date the Court grants approval of the Settlement>>. (the “PAGA Period”).

The enclosed check for <<\$ _____>> is your share of the Settlement based on the number of pay periods you worked for CPK during the PAGA Period. No taxes were withheld from this payment, and your settlement amount represents penalties only and will be reported on an IRS Form 1099. You bear the sole and complete responsibility for any and all federal, state, and local taxes, penalties, and interest upon the amount contained in the settlement check. Neither Plaintiffs nor CPK, or any of their representatives, make any representations concerning taxability, non-taxability, or tax consequences, if any, of the settlement check. Your check is valid for 180 days from the date of mailing. Funds attributable to any uncashed check will be sent to the State Controller’s Office Unclaimed Property Fund in your name.

As a result of the Court-approved Settlement, all Aggrieved Employees—including you—and the California Labor and Workforce Development Agency (“LWDA”) have released Defendant and its present or former parents, subsidiaries, affiliated corporations and entities, clients, and vendors and independent contractors through which Defendant conducts business, and each of its respective current, former, and future officers, directors, members, managers, employees, consultants, vendors, independent contractors, clients, partners, shareholders, joint venturers and third-party agents, and any successors, assigns, or legal representatives from the following Released Claims: any and all claims and/or causes of action under PAGA arising from and/or relating in any way to the claims pled in the Actions (including in the operative complaints and LWDA Notices) or that could have been asserted based on the facts alleged in the Actions against Defendant, including but not limited to claims for: failure to timely pay all wages at termination (Cal. Lab. Code §§ 200, 201, 202, 203, 558); failure to pay all wages and premiums (i.e., minimum, overtime, doubletime, and reporting time wages, and split shift premiums), including with respect to the timeliness and rate at which these wages were paid (Cal. Lab. Code §§ 200, 201.3, 204, 204b, 204.1, 204.2, 204.11, 205, 205.5, 210, 216, 221, 222, 223, 224, 510, 558, 1182, 1182.11, 1182.12, 1194, 1194.1, 1194.2, 1194.5, 1195, 1197, 1197.1, 1198, 1199 and 29 U.S.C. §§ 207 & 216); meal and rest period violations, including with respect to the rate at which premiums are paid (Cal. Lab. Code §§ 200, 226.7, 512, 516, 551, 552, 558, 1198); failure to provide one day’s rest in seven days (Cal. Lab. Code §§ 551, 552); failure to pay vested vacation time at termination, including with respect to the rate at which it was paid (Cal. Lab. Code §§ 227.3, 558); failure to provide sick pay or properly pay sick time, including with respect to the rate at which it was paid (Cal. Lab. Code §§ 226, 233, 245, 246, 247, 248, 248.5, 248.6, 248.7, 249, 558); failure to provide suitable seating (Cal. Lab. Code §§ 1198, 1194.5); failure to reimburse all necessary business expenses (Cal. Lab. Code §§ 2802, 2804); failure to provide accurate wage statements (Cal. Lab. Code §§ 226, 226.3, 558); failure to maintain records (Cal. Lab. Code § 226, 1174, 1174.5, 1175); failure to return deposits made by employees with accrued interest thereon (Cal. Lab. Code § 404); unlawful deductions and withholdings from wages (Cal. Lab. Code § 212, 213, 221, 223, 224, 226.7, 510, 558, 1197.1); failure to provide necessary employment notices or records (Cal. Lab. Code §§ 432, 558, 1198.5, 1174, 6409.6, 2810.5); failure to

furnish and use safety devices and guards and/or safety and health violations (Cal. Lab. Code §§ 6401, 6402, 6403); failure to provide adequate and readily accessible sanitation facilities (Cal. Code Regs. Tit. 8, §§ 1527, 3366, 3457 and 8397.4); failure to provide Covid-19 related notices (Cal. Lab. Code §§ 6409.6, 6432); unlawful requirement of the waiver of rights (Cal. Lab. Code §§ 432.5, 432.6); unlawful background checks (Cal. Lab. Code §§ 432.7, 432.8); unlawful reliance on salary history information (Cal. Lab. Code §§ 432.3); unlawful retaliation and prevention of whistleblowing (Cal. Lab. Code §§ 232, 232.5, 1102.5); violations of the PAGA (Cal. Lab. Code § 2698 *et seq.*) based on the foregoing claims; violation of the applicable IWC California Wage Orders, including IWC Wage Order No. 5-2001 §§ 2, 3, 4, 7, 11, 12, 14 based on the foregoing claims; violations of Cal. Code Regs. based on the foregoing claims; and Cal. Lab. Code §§ 96, 98.6, 232, 232.5, and 1197.5); and any penalties, interest, costs, or attorneys' fees as a result thereof (including under Cal. Lab. Code §§ 200, 218.5, 218.6, 226, 226.7, 226.3, 1194, 1391, 2699; Cal. Civ. Code § 3294; and Cal. Civ. P. Code § 1021.5) that arose during the PAGA period.

These claims are released as described above by the Court's final order and judgment regardless of whether you cash or deposit the enclosed check.

If you have any questions, please visit: <<website>>.